

# South Lewis Central Schools 2017-18 Budget

March 21, 2017

---



# CURRENT 2016-17 Budget

\$24,773,105

---

- Cost-Drivers:
  - Salaries:
    - Administrative/Supervisory/Confidential: 2.75%
    - SRP: 3.25%
    - SLTA: 2.69%
  - Healthcare: 3.5%
  - Pensions:
    - ERS: Steady @ approximately 16% of payroll
    - TRS: **DECREASE** from 11.72% to 9.8% of payroll
  - Building/Department Budgets: **DECREASE** of 1% (total = \$3,065,430)
  - BOCES and RIC Budgets: Increase of .1% (total = \$3,569,378)
  
- State Aid:
  - Foundation Aid: \$144,616 (1.4% increase)
    - Includes \$95,627 Community Schools Aid
  - Expense Based-Aids (Transportation, BOCES, etc...) – No Formula Change
  - Enrollment Based-Aid (Textbook/Software, Library, etc...) – No Formula Change



# Local Tax Levy History and Recommendation

---

- Tax Levy History:
  - 2009-10: 1.79%
  - 2010-11: 3.4%
  - 2011-12: 2.98%
  - 2012-13: 1.97% (Allowable Limit was 3.46%)
  - 2013-14: 1.98% (Allowable Limit was 4.95%)
  - 2014-15: 1.98% (Allowable Limit was 5.96%)
  - 2015-16: 1.95% (Allowable Limit was 3.45%)
  - 2016-17: 0% (Allowable Limit was .12%)
  
- 2017-18 Tax Levy Recommendation
  - 1.25% increase (Estimated Allowable Limit is 2.80%)



# 2017-18 Proposed Budget

## \$25,185,830

---

- **What is in/not in this budget compared to this year?**
  - All current programs and opportunities for students
    - Addition of two High School Electives: Photography and Graphic Design
  - Building/Department Budgets as presented/requested
  - Mini-Renovation/Capital Outlay Project
    - Up to \$100,000 district-funded up front monies with SED reimbursement the following year at our aid ratio (approximately 85%)
      - Middle School Gym Renovation – 2-Year Project
        - Baskets, Score Clock, Batting Cage, Bleachers, etc...
  - Three 66-passenger buses
  - Addition of the School-Based Dental Program
    - Via North Country Family Health Center (no cost to the District)

# 2017-18 Proposed Budget

## \$25,185,830

- 
- **What is in/not in this budget compared to this year?**
    - Minor Staffing/Program Changes
      - Addition of LCSW – Mental Health Counselor 4 days/week
        - Community Schools Funding
      - Addition of School Based Health Center – via Lewis County General Hospital
        - Community Schools Funding (**NOTE: Hospital picking up largest portion of cost**)
      - Addition of a School Resource Officer – via Lewis County Sheriff's Dept.
        - School-Violence Prevention Grant
      - 1:1 Technology Initiative
        - SmartSchool Bond Act – voter approved in November of 2014
      - Two Aides
        - One reassignment to support 1:1 Technology Initiative
        - One reassignment to support classroom/building/district needs and/or help with School-Based Health Center
      - **TENTATIVE: Addition of a Part-Time Athletic Trainer**
        - Via BOCES - shared with another school district(s)
        - Lewis County General Hospital picking up portion of the cost



# Community Library Request

Additional \$20,000 Total

---

- Four Community Libraries**
  - Port Leyden Community Library
  - Lyons Falls Free Library
  - Constableville Public Library
  - B. Elizabeth Strong Memorial Library (Turin)
- Currently receive \$15,000 each (\$60,000 total)**
  - Monies are collected through our tax levy
- Requesting \$20,000 each (\$80,000 total)**
- Separate proposition at our May 16 vote**

# 2017-18 Elementary (UPK-6) Enrollment

	Glenfield	Port Leyden
UPK	Up to 18 (1 class)	Up to 18 (1 class)
K (Projected)	32 (16, 16)	40 (20, 20)
1	38 (19, 19)	38 (19, 19)
2	38 (19, 19)	43 (22, 21)
3	39 (20, 19)	36 (18, 18)
4	55 (19, 19, 18)	41 (21, 20)
	<i>Total = 220/12 = 18.3</i>	<i>Total = 216/11 = 19.6</i>
	<b>Middle School</b>	
5	49/4 = 12.3	
6	75/4 = 18.8	



# 2017-18 Proposed Budget

\$25,185,830

---

- Spending increase of approximately 1.66%
  - Current budget is \$24,773,105
  - Cost Drivers - Salaries and Health Insurance
  - Cost Savers - TRS Pension and ESD-SVP Grant
  
- 1.25% Tax Levy Increase Recommendation (Allowable Limit is 2.80%)
  
- Current recommended budget is approximately \$125,000 short
  - To be filled with a combination of:
    - State Aid
    - Fund Balance





# DISCUSSION

---

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **Board of Education of the South Lewis Central School District**, a public school district and municipal corporation with its principal address at 4264 East Road, Turin, New York 13473 (hereinafter referred to as the "South Lewis" or "SLCSD"); and the **County of Lewis**, a municipal corporation with its principal address at 7660 N. State Street, Lowville, New York 13367, by and on behalf of the **Lewis County Sheriff's Department** (hereinafter collectively referred to as the "County").

**WITNESSETH:**

**WHEREAS**, the **South Lewis Central School District** and the **County of Lewis** have multiple benefits in sharing services for school safety matters and law enforcement activities related to the school district, including a program to promote the goal of ensuring a caring, safe, respectful and orderly learning environment in the schools; and

**WHEREAS**, the parties are interested in entering into an agreement wherein the County, through the Lewis County Sheriff's Department, will provide South Lewis with a School Resource Officer (SRO) during the school term in consideration of South Lewis reimbursing the County for the costs of a Deputy Sheriff designated to provide SRO services to South Lewis; and

**WHEREAS**, South Lewis and the County are authorized to enter into a cooperative agreement pursuant to Article 5-G of the General Municipal Law of the State of New York to provide or share services that each of them may provide to their respective municipal corporations; and

**WHEREAS**, the respective governing boards of South Lewis and the County have determined that it is in the best interests of each of their respective municipal corporations to enter into this municipal cooperation agreement; and

**WHEREAS**, each of the governing boards of South Lewis and the County have, by separate resolution of each entity, approved the actions set forth in this agreement and have approved the execution of this agreement.

**NOW, THEREFORE**, in consideration of the premises and the covenants hereinafter set forth, the **South Lewis Central School District, County of Lewis and Lewis County Sheriff's Department** agree as follows:

**ARTICLE I  
PROGRAM GOALS**

- 1.1 The goals of the School Resource Office Program are as follows:
- (i) To promote communication and cooperation and to establish a partnership among students, staff, community and law enforcement;
  - (ii) To assist the South Lewis Central School District to create a safe and secure environment for students and staff through law enforcement, deterrence and education;
  - (iii) To promote positive attitudes toward laws, education and responsibility; and
  - (iv) To identify and refer students with specific needs to appropriate programs and counseling.

**ARTICLE II  
SERVICES TO BE PROVIDED**

- 2.1 The County agrees to share the services of a police officer with the South Lewis Central School District to provide services of a Deputy from the Lewis County Sheriff's Department and perform duties as a School Resource Officer and Police Officer to both South Lewis and the County for the period of September 1, 2017 through June 30, 2018 and thereafter as may be agreed between the parties in a successor written agreement approved by the governing Boards of each party to this agreement.
- 2.2 The responsibilities and duties of the School Resource Officer, shall include, but not be limited to the following:
- (i) Abide by South Lewis Central School District policies except to the extent such policies conflict with the County and Sheriff Department policies and regulations, and Deputy's responsibilities as a law enforcement officer or in a situation where life or property is in danger.
  - (ii) At the request of the Superintendent of Schools or his/her designee, observe any administrative searches on school grounds which could affect the safety of students or staff involved.
  - (iii) The SRO will conduct classroom presentations on bullying, internet safety, drug use/awareness, and other matters appropriate for law enforcement presentation to students. In addition, the SRO will provide support with required school safety plans, safety and evacuation drills, including but not limited to "active shooter" matters.

- (iv) Should it become necessary to conduct formal law enforcement interviews with the students, the SRO shall adhere to South Lewis Central School District policy, Lewis County Sheriff Department and Lewis County policy, and legal requirements regarding such interviews.
- (v) Assist in crisis situations, such as a disruptive parent/visitor, violent or out of control student. Handle all calls for service, including but not limited to false alarms and/or bomb threats, on the school grounds during school hours whether dispatched by the Lewis County 911 Center or school officials. The SRO reserves the right, after consultation with Lewis County Sheriff Department, to request assistance from the Lewis County Sheriff's Department, or another law enforcement agency, as necessary, including the use of appropriate K-9 units, if a situation warrants.
- (vi) Develop a rapport with students and a working relationship with student organizations, faculty, staff members, South Lewis Central School District administrators, and community members. In development of a rapport with students, the SRO is requested to walk the hallways, visit the cafeteria and engage in conversation with students;
- (vii) Attend regular meetings of faculty and staff and provide presentations as requested; Attend parent/teacher group meetings to solicit their support and understanding of the SRO program, to offer advice when requested and to promote awareness of the law enforcement function both in and out of school.
- (viii) Develop, in consultation with the school principal, plan and strategies to prevent and/or minimize dangerous situations on or near school property or involving South Lewis Central School District students at school related activities.
- (ix) Provide school officials and Lewis County Sheriff with daily log sheets and incident reports on a weekly basis. Complete and submit any and all other reports and forms required by the Lewis County Sheriff's Department and the South Lewis Central School District.
- (x) Attend parent, faculty, student, administration or other meetings to provide information regarding the Program and provide opportunities for involvement and support. Provide information regarding community programs so that proper referrals can be made and appropriate

assistance accessed.

- (xi) Maintain confidentiality of any personal information or South Lewis Central School District records obtained, and not disclose the information except as provided by law or court order; and
- (xii) Perform other duties which will promote the goals of the Program and which are mutually agreed upon by South Lewis Central School District and the County.
- (xiii) The School District acknowledges that in the event of an emergency the SRO may be ordered by the Lewis County Sheriff to leave school grounds during normal SRO duty hours as described above in order to perform other emergency services for the County Sheriff's Department. The parties agree to discuss these events and mutually decide if a financial adjustment to the compensation amount payable herein should be made.

### 2.3 Search and seizure procedures.

- (i) The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to "stop and frisk" in cases where the SRO has reason to believe that a student or staff member is armed. The SRO will not be considered an agent of the SLCSO when conducting searches in which evidence for prosecution may be obtained.
- (ii) South Lewis Central School District officials may conduct a search if reasonable grounds exist to believe that a student's possessions may contain articles that violate school rules. SLCSO officials may search anything, in accordance with South Lewis Central School District policy, within the scope of the student's control, including, but not limited to the student's person, book, bag, locker, desk, or vehicle while on school property. The presence of the SRO at an administrative search to observe and protect the safety of students and staff does not increase the standard for search from reasonable suspicion to probable cause.
- (iii) The procedural safeguards set forth in paragraph (i) shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent of Schools or a building administrator may direct a SRO to conduct an administrative search on the SLCSO's behalf. In such an instance, the Superintendent of Schools or a building administrator shall be present for the administrative search.

**ARTICLE III  
INDEMNITY AND INSURANCE**

- 3.1 South Lewis and County agree that each will perform their duties and/or exercise their rights under this agreement in such a manner as not to create an unreasonable risk of liability or damage to the other or third parties. In the event that either South Lewis or County performs or acts under this agreement in a negligent or intentional manner, causing uninsured damage or liability to the other party to this agreement, the party causing the damages or liability shall hold harmless, defend at its expense, indemnify, and make whole the other party from such damage or liability. In order for indemnification to take effect the County shall be liable for acts of the SRO when he is acting at the direction or under the policies of the County or the Lewis County Sheriff in performing police officer or law enforcement duties. The school district shall be liable for acts of the SRO when he is acting in an administrative capacity for the South Lewis Central School District or in instances when he has been directed to act by the Superintendent of Schools or the Superintendent's designee(s).
- 3.2 The parties agree to obtain such normal and usual casualty, liability and errors and omissions insurance coverage for the sharing of the individual who performs police officer and law enforcement duties for the County of Lewis and School Resource Officer duties for the South Lewis Central School District. The parties shall provide each other with a Certificate of Insurance with minimum coverage for Commercial General Liability in the amounts of \$1,000,000 each occurrence and \$2,000,000 general aggregate and Excess Liability or Umbrella Liability coverage in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. The Certificate of Insurance shall additionally show coverage for Statutory Workers' Compensation. Copies of insurance policies shall be provided to each other, and such policies shall reflect that South Lewis and County are named additional insureds under such policies and the policies or their endorsements shall contain a waiver of subrogation.
- 3.3 South Lewis and County agree to notify each other, as soon as practicable, if any claim, assessment, or lawsuit shall be instituted against any of the parties to this agreement regarding the conduct, actions, or omissions of the School Resource Officer or police officer and in no event later than ten (10) days of receipt of such information. Each party agrees to notify, as soon as practicable, the other party to this agreement of any event or state of facts that may create liability or claims being assessed against either party to this agreement regarding the operation, maintenance, control, and use of the facility, and in no event, later than ten (10) days of receipt of such information.

**ARTICLE IV  
EMPLOYMENT AND PAYMENT OF SRO**

- 4.1 The Deputy assigned as the South Lewis SRO will be paid through the County of Lewis as an employee of the Lewis County Sheriff's Department. The relationship of the County to the School District shall be that of an independent contractor, and neither party shall be an agent of or otherwise have authority to bind the other. The SRO shall be available to provide services to South Lewis at the Middle-High School, and with a presence and involvement in the other District campuses (Glenfield and Port Leyden Elementary) as follows:
- a. In accordance with the teacher work schedule/calendar during the months of September through June;
  - b. An additional 5 days to be determined by the Superintendent and Sheriff, which may occur during school vacations, for special events including during the summer;
  - c. the regular hours of the SRO shall be 7:30 am to 3:30 pm Monday through Friday in accordance with the school schedule and calendar;
  - d. notwithstanding the above, the parties agree that the SRO's schedule may need to be flexible because of Sheriff Dept. needs and contractual obligations.
- 4.2 The County will designate a specific Deputy as the individual who will be assigned to be the School Resource Officer as soon as that determination is made. In the event the named Deputy is no longer employed by the County or is unavailable to serve as the SRO for any reason, the parties shall meet to determine if there is a suitable replacement available. If there is no suitable replacement, the parties agree that this agreement may be terminated.

The parties acknowledge that the cost to the County in hiring and forming a new Deputy position for this assignment is more than \$100,000.00 per year when factoring in the cost of certified training, regular compensation plus benefits including but not limited to health insurance, retirement contributions, paid holidays, and other contractual obligations, etc. South Lewis acknowledges that it is receiving grant funding for an SRO and agrees to pay to the County the sum of \$ 58,673 per year for the services provided by the SRO, commencing with the school fiscal year 2017-2018, and thru school fiscal year 2020-2021 (four years).

The parties further acknowledge and agree that South Lewis will pay to the County the sum of \$30,000.00 for the 2016-2017 fiscal year to reimburse the County for a portion of training costs incurred for the SRO Deputy from February, 2017 thru June, 2017. Said payment shall be payable to the County within thirty (30) days of receipt by South Lewis of an invoice stating "2016-17 SRO Services – February 1 to June 30, 2017".

- 4.3 The SRO may have a County of Lewis Sheriff's vehicle car available to him/her at the District during hours in which he/she is performing SRO duties. The police car and its

equipment are to be utilized for law enforcement purposes only. It is understood that there may be times that the County of Lewis may need the use of the police car for other County law enforcement purposes or for repair and maintenance. The District acknowledges that the cost of this vehicle and its use by the SRO in accordance with this agreement is an additional expense to the County and part of the compensation amount payable by South Lewis to the County as set forth in 4.2 above.

- 4.4 The primary purpose of the Program is to provide services during normal school hours.
- 4.5 The County of Lewis will be responsible for the payment of salary and benefits for the periods of time that it employs the individual designated as a Deputy Sheriff performing law enforcement duties as an SRO.

#### **ARTICLE V COOPERATION**

- 5.1 South Lewis and County agree that each entity will cooperate with each other and comply with reasonable operation rules and regulations relating to the School Resource Officer services for their mutual benefit. Each party will act reasonably and in good faith in accomplishing the intent and purposes of this agreement. The operational rules shall be established by mutual resolution of South Lewis and County.

#### **ARTICLE VI TERM**

- 6.1 The term of this agreement shall be from September 1, 2017 through June 30, 2018, with the parties' mutual written agreement to renew or extend same on an annual basis at the same compensation rate set forth herein thru June 30, 2021.
- 6.2 Either party may terminate this agreement upon the adoption of a resolution by the Board of Education or County Board and the giving of written notice to the other party at least sixty (60) days in advance of the effective date of termination.
- 6.3 Upon the termination or expiration of the agreement, neither party shall have any further or continuing obligations or responsibilities to the other party, except for reimbursement of any outstanding amounts owing for the prior services of the SRO.



**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their respective duly authorized officers on the day and year above written.

**BOARD OF EDUCATION OF THE  
SOUTH LEWIS CENTRAL SCHOOL  
DISTRICT**

**COUNTY OF LEWIS**

\_\_\_\_\_  
**Barry Worczak**  
**President**

\_\_\_\_\_  
**Michael A. Tabolt**  
**Chairman, Board of Legislators**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Douglas Premo**  
**Superintendent of Schools**

\_\_\_\_\_  
**Michael A. Carpinelli**  
**Sheriff, Lewis County**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **South Lewis Central Schools**

### **School Resource Officer**

- Full-time SRO
  - Teacher Work Schedule/Calendar
  - Plus 5 additional days TBD (Summer, School Vacations, etc...)
  - 7:30 AM – 3:30 PM
  - Flex Schedule – Any SRO services that are provided at an inter-school athletic event, extracurricular activity, or special school event may result in the hours of the SRO's regular schedule being adjusted for an equivalent amount of time.
- Located at Middle-High School with a presence and involvement in all district campuses (Glenfield and Port Leyden Elementary)
- Preventative work
  - Conduct classroom presentations on bullying, internet safety, drug use/awareness, etc...
- Access to professional development and trainings through Sheriff's Office
- Support with required school safety plans, safety and evacuation drills, etc...
- Provide presentations at faculty and staff meetings
- Attendance at special events (large sporting/special events, prom, etc...)
- Walk the hallways, visit the cafeteria, talk with students, etc... to establish a relationship with students
- Help in crisis situations (disruptive parent/visitor, violent and out of control student, etc...)
- Assist with situations needing law enforcement (e.g. drug possession)
- OTHER