

South Lewis Central Schools

Elementary Class Size Update August 18, 2015

	Glenfield	Port Leyden
UPK	18 (2 Waiting List)	18 (1 Waiting List)
K	41 (14, 14, 13)	43 (15, 14, 14)
1	42 (21, 21)	36 (18, 18)
2	53 (18, 18, 17)	42 (21, 21)
3	26 (13, 13)	25 (13, 12)
4	39 (20, 19)	38 (19, 19)
	<i>219/13 = 16.8</i>	<i>202/12 = 16.8</i>

2014-15 APPR IMPLEMENTATION CERTIFICATION FORM FOR DISTRICT OR BOCES:

Please download this form, sign and upload to APPR form

By signing this document, the school district or BOCES certifies that this document constitutes the district's or BOCES' complete Annual Professional Performance Review (APPR) Plan for the 2014-15 school year, that all provisions of the APPR that are subject to collective negotiations have been resolved pursuant to the provisions of Article 14 of the Civil Service Law and that such APPR Plan complies with the requirements of Education Law §3012-c and Subpart 30-2 of the Rules of the Board of Regents and has been adopted by the governing body of the school district or BOCES. The school district or BOCES, where applicable, also certify that upon information and belief, all statements made herein are true and accurate and that any applicable collective bargaining agreements for teachers and principals are consistent with and/or have been amended and/or modified or otherwise resolved to the extent required by Article 14 of the Civil Service Law, as necessary to require that all classroom teachers and building principals will be evaluated using a comprehensive annual evaluation system that rigorously adheres to Education Law §3012-c and Subpart 30-2 of the Rules of the Board of Regents.

The school district or BOCES also certify that the APPR Plan submitted for approval by the Commissioner is the sole plan that will be fully implemented by the school district or BOCES; that there are no collective bargaining agreements, memoranda of understanding or any other agreements in any form that prevent, conflict or interfere with full implementation of the APPR Plan; and that no material changes will be made to the plan through collective bargaining or otherwise except with the approval of the Commissioner in accordance with Subpart 30-2 of the Rules of the Board of Regents.

The school district also acknowledges that if approval of this APPR plan is rejected or rescinded for any reason, any State aid increases received as a result of the Commissioner's approval of this APPR plan will be returned or forfeited to the State pursuant to Chapter 57 of the Laws of 2012 and/or 2013, as applicable.

The school district or BOCES also make the following specific certifications with respect to their APPR Plan:

- Assure that the evaluation system will be used as a significant factor for employment decisions and teacher and principal development
- Assure that all lead evaluators for teachers and principals have been properly trained and have received certification and recertification, as necessary, in accordance with Subpart 30-2.9 of the Rules of the Board of Regents for the 2014-15 school year
- Assure that all evaluators for teachers and principals have been properly trained to conduct evaluations for the 2014-15 school year, as necessary, in accordance with Subpart 30-2.9 of the Rules of the Board of Regents
- Assure that all evaluators and lead evaluators for teachers and principals, including impartial and independent observers and peer observers, as applicable, will be properly trained and that lead evaluators will be certified and recertified, as necessary, in accordance with Subpart 30-2.9 or 30-3.10, as applicable, of the Rules of the Board of Regents for the 2015-16 school year
- Assure that all data will be submitted to the Commissioner by August 26, 2015, to the extent practicable, and no later than October 16, 2015
- Assure that all data submitted to the Commissioner by October 16, 2015 will be a complete and accurate representation of the information requested and includes the State Growth subcomponent, Locally Selected subcomponent, Other Comparable Measures subcomponent, and final composite rating, for all teachers and principals employed by the district or BOCES, for the 2014-15 school year
- Assure that all data for the State Growth subcomponent, Locally Selected subcomponent, Other Comparable Measures subcomponent, and final composite rating, for all teachers and principals employed by the district or BOCES, for the 2014-15 school year is certified by the superintendent and maintained in a central database. The Department reserves the right to require your district or BOCES to provide this data at any time for auditing purposes
- Assure that the district will keep a record of who the lead evaluator(s) and evaluator(s), including impartial and independent observers and peer observers, as applicable, are for each teacher and principal observation/school visit that will be conducted during the 2015-16 school year. The Department reserves the right to require your district to provide this information any time for monitoring purposes.
- Assure that the Department approved APPR plan, in its entirety, has been posted on the district or BOCES website
- Assure that, if no subsequent APPR plan is approved by the Department pursuant to Education Law §3012-d for the 2015-16 school year by November 15, 2015, the district or BOCES will submit a Hardship Waiver and

implement their previously approved APPR plan pursuant to Education Law §3012-c until such time as the district or BOCES receives approval of an APPR plan that is consistent with the requirements of Education Law §3012-d and Subpart 30-3 of the Rules of the Board of Regents

- Assure that, if an APPR plan is approved by the Department pursuant to Education Law §3012-d on or before March 1, 2016, that plan shall be implemented for the 2015-16 school year. Further that if an APPR plan is approved by the Department pursuant to Education Law §3012-d after March 1, 2016, that plan shall be implemented for the 2016-17 school year and the currently approved plan under Education Law §3012-c will be implemented for the 2015-16 school year and the district or BOCES shall continue to seek Department approval of renewed Hardship Waivers, as necessary.

Signatures, dates

Superintendent Signature:

Date:

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Board of Education President Signature:

Date:

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TRI-COUNTY ENERGY COOPERATIVE

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), made among the undersigned New York public entities as Members, pursuant to Article 5-G of the New York General Municipal Law, is for the purpose of enabling the Members to jointly exercise the power and authority which they each possess, and which each might exercise separately, to manage and purchase energy, either natural gas or electricity, and to acquire and install energy generation facilities, all as hereinafter defined as “Cooperative Programs.”

PREMISES

A. Across New York public corporations are faced with increased energy costs, as well as instability in the prices of energy. In order to achieve both lower costs and greater fiscal stability, the Members have investigated the joint acquisition of generating facilities or joint contracting for the procurement of energy from generating facilities, including renewable energy facilities financially supported by the state and federal government.

B. The General Municipal Law, Article 5-G, provides that New York public corporations may exercise jointly with any other public corporation of the State of New York any power, privilege or authority which such agencies share in common and which each might exercise separately. New York public corporations have the authority to acquire generating facilities or to contract for the procurement of energy from generating facilities, as necessary to serve their needs. New York State has encouraged such actions by public corporations through the New York Sun Initiative and similar programs.

C. The Members are New York public corporations which desire to enter into this Agreement and to establish and organize a separate legal and administrative entity for the purpose of enabling Cooperative Programs.

D. The governing body of each Member has duly adopted a resolution authorizing it to become a party to this Agreement.

ARTICLE I

TERM OF AGREEMENT

1.1 **Duration and Renewal.** This Agreement and the Cooperative shall come into full force and effect August 1, 2015, or at such time as this Agreement has been executed by three Members, whichever occurs later. This Agreement and the Cooperative established hereby shall continue in existence until terminated under the provisions of this Agreement concerning renewal, withdrawal, dissolution and/or amendment.

ARTICLE II

THE COOPERATIVE

2.1. **Establishment.** There is hereby established a separate legal and administrative entity to be known as the “Tri-County Energy Cooperative” (the “Cooperative”), and the Cooperative shall conduct all its activities under that name.

2.2. **Nature of Cooperative.** The Cooperative shall be a public body corporate having the powers granted in this Agreement. Nothing in this Agreement shall create any power in the Cooperative beyond those possessed by the Members individually.

2.3. **Purpose.** The purpose of the Cooperative is to provide a separate legal and administrative corporate entity through which the Members may jointly exercise and conduct Cooperative Programs, but for whose actions the Members shall not be individually or separately liable, except as such liability may be established by separate written agreement or consent of the affected Member.

2.4. **No Agency.** The Cooperative has no authority to act as agent or to enter into any contract that will bind any Member, except as such authority may be established by separate written agreement or consent of the affected Member. This Agreement shall not create rights for any third person (other than the Cooperative and the Members), nor status as a third-party beneficiary of this Agreement, as against the Cooperative and the Members.

2.5. **Location.** The Cooperative shall maintain an office of record in the State of New York at the office of the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES (herein “BOCES”) and may maintain such other offices or places of business as the Cooperative may determine. The office of record may be changed by resolution of the Executive Committee, and notice of such change of the office of record shall be given to each Member. The books and records pertaining to the Cooperative shall be kept and maintained at the office of record of the Cooperative.

ARTICLE III

COOPERATIVE PROGRAMS

3.1. **Cooperative Programs.** The Cooperative may from time to time provide to Members, Cooperative Programs generally described, but not limited, as follows:

(a) Development and implementation of a cooperative program for the coordinated acquisition of generating facilities or joint contracting for the procurement of energy from generating facilities, including renewable energy facilities financially supported by the state and federal government, on behalf of the Members, and the provision of related services.

(b) Development and implementation of a cooperative program for the coordinated purchase and management of natural gas, either aggregately or separately, for and on behalf of the Members, and the provision of related services.

(c) Development and implementation of a cooperative program for the coordinated purchase and management of deregulated electricity, either aggregately or separately, for and on behalf of the Members, and the provision of related services to such entities.

(d) Development and implementation of a cooperative program for the coordinated implementation and management of energy conservation project contracting

and financing, either aggregately or separately, for and on behalf of Members, and the provision of related services to such entities.

(d) Development and implementation of a cooperative program for the coordinated purchase and management of transportation fuel, diesel, gasoline, natural gas, or otherwise, either aggregately or separately, for and on behalf of Members, and the provision of related services to such entities.

3.2. **Standards and Requirements.** The Cooperative shall establish all standards and requirements for Member and Non-Member participation in any Cooperative Programs.

3.3. **Fees and Charges.** The Executive Committee shall determine membership and Cooperative Program fees and charges, and any changes thereof, and shall determine how and when such fees and charges shall be collected. No Member shall be responsible for the obligations of any other Member.

ARTICLE IV COOPERATIVE POWERS

4.1. **General Powers.** The Cooperative shall possess the common power of the Members to conduct, operate and provide the Cooperative Programs, which common power the Cooperative may exercise in the manner of the specific powers granted to the Cooperative elsewhere in this Agreement and by the general powers set forth as follows and in Section 4.2, all of which the Cooperative may exercise in its own name:

- (a) To make and enter into contracts.
- (b) To employ agencies or employees.
- (c) To acquire, construct, manage, maintain, or operate buildings, works or improvements.
- (d) To acquire, hold or dispose of property.
- (e) To incur debts, liabilities or obligations to the extent permitted by law.

(f) To cooperate with public agencies, and the agencies and instrumentalities of those public agencies.

(g) To receive and administer gifts, grants, bequests or assistance funds.

(h) To make loans from the proceeds of gifts, grants, bequests or assistance funds.

(i) To sue and be sued.

4.2. **Construction of General Powers.** The foregoing enumeration of Cooperative general powers shall not be construed as a limitation on such powers. Subject to the limitations of Section 4.3. and Section 4.4., the Cooperative may do and perform such acts and things as it deems necessary and proper for conducting the affairs of the Cooperative or promoting the interests of the Cooperative and its Members, as well as any other acts permissible under State, Federal and local law and regulation.

4.3. **No Taxing Power.** The Cooperative shall not have the power to levy any type of tax nor, without the express consent of all Members, in any way to indebted or bind any Member.

4.4. **Not for Profit.** The Cooperative shall not be operated for profit. No part of Cooperative earnings shall inure to the benefit of any person other than the Members.

ARTICLE V

ORGANIZATION

5.1. **Governance.** The Board of Directors shall determine the general policy of the Cooperative and shall have the power, authority and duty of general control and oversight of the Cooperative in accordance with this Agreement, the Bylaws adopted pursuant to this Agreement, and applicable law. The Executive Committee may act on all matters and affairs of the Cooperative to the extent to which it is granted power or authority by this Agreement or by the Board of Directors. The Board of Directors may determine to share any power or authority

granted by it or by this Agreement to the Executive Committee.

5.2. **Board of Directors.** The governing body of each Member shall appoint one representative to the Board of Directors of the Cooperative and may also provide for an alternate representative to act by proxy in the absence of its primary representative. A director may be replaced by the governing body of the appointing Member at any time with or without cause. The term of office of each director shall be indefinite or otherwise as determined by the governing body of the appointing Member.

5.3. **Executive Committee.** The Executive Committee shall be elected by the Board of Directors from among those directors who represent Members who are fee-paying participants in Cooperative Programs. The Executive Committee initially shall consist of seven members, but may be increased by Bylaw. The Executive Committee shall have the authority and duty to oversee (i) the implementation of the policies established by the Board of Directors, (ii) the preparation and adoption of the annual budget of the Cooperative, (iii) the actions of all standing and ad hoc committees, (iv) the activities of Cooperative officers, employees, agents and contractors, and (v) generally oversee the Cooperative Programs. The Executive Committee shall authorize and approve all contracts of the Cooperative. The Executive Committee shall also have such authority, powers and duties as are granted elsewhere in this Agreement, or as are granted or limited by the Board of Directors, or as are necessary or incidental to its performance of its foregoing authority, powers or duties. Members of the Executive Committee may serve one seven - year term. Any member of the executive committee may be replaced by the Board of Directors at any time without cause.

5.4. **Actions, General and Interim, of the Cooperative.** Except as otherwise provided in this Agreement and/or the Bylaws, all actions taken by the Board of Directors or the Executive Committee, respectively, shall be by majority vote of a quorum consisting of a majority of the voting members of the Board of Directors or the Executive Committee, respectively.

During the interim period through September 30, 2015 (at about which time the Executive Committee shall be elected by the Board of Directors), the Members hereby determine and direct that the BOCES act on their behalf as the interim executive committee and take any actions as they deem necessary and appropriate that the Executive Committee might take.

5.5. Meetings. Meetings of the Board of Directors and the Executive Committee shall be as follows:

(a) Regular meetings of the Board of Directors shall be held at least once per year on a day or date and at a time and place determined by a resolution of the Board of Directors, but subject to the Cooperative's Bylaws. Special meetings may be called by the Chairperson or by any two members of the Board of Directors, in accordance with notice provisions in the Cooperative's Bylaws.

(b) Regular meetings of the Executive Committee shall be held at least once per calendar quarter on a day or date and at a time and place determined by resolution of the Executive Committee, but subject to the Cooperative's Bylaws. Special meetings may be called by the Chairperson or by any two members of the Executive Committee in accordance with notice provisions in the Cooperative's Bylaws.

5.6. Officers. The Executive Committee shall annually elect, from among its members, a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer, or alternatively may appoint a non-voting Secretary/Treasurer, who may be an employee of any Member.

(a) The Chairperson shall preside at meetings of the Board of Directors and the Executive Committee, and shall have such other powers as are set forth elsewhere in this Agreement, in the Bylaws or as otherwise granted by the Board of Directors or the Executive Committee.

(b) The Vice Chairperson shall carry out all duties of the Chairperson during

the absence or inability of the Chairperson to perform such duties, shall carry out such other functions as are assigned by the Chairperson, the Board of Directors, or the Executive Committee, and in case of a vacancy in the office of Chairperson, succeed to the office of Chairperson for the balance of the unexpired term.

(c) The Secretary of the Cooperative shall record and sign the minutes of meetings, orders, resolutions, and other proceedings of the Cooperative in proper record books, and preserve and file copies of reports, books, papers, and other documents of the Cooperative, and deliver them to a successor in office.

(d) The Treasurer of the Cooperative shall have care and custody of all moneys of the Cooperative and shall deposit funds of the Cooperative in the depository or depositories designated by the Executive Committee, in the proportion and manner so directed, in accordance with Section 6.2. The Treasurer may be required to post a surety bond, which shall be an expense of the Cooperative.

(e) The officers shall perform other duties required by law or established by the Board of Directors under the Bylaws, and may be removed without cause by the Board of Directors.

5.7. Other Committees. The Executive Committee may establish and discharge such other standing or ad hoc committees (“Other Committees”) of the Cooperative as it may determine, which, when specifically charged to do so by the Executive Committee, shall conduct studies, make recommendations to the Executive Committee, and act in an advisory capacity, but shall not take action on behalf of the Cooperative. Other Committee members and its chairperson shall be appointed by the Chairperson.

5.8. **Bylaws.** The Board of Directors, by two-thirds vote, may adopt, amend or repeal Bylaws for the manner and evidence of appointment, vacancy and replacement of members of the Board of Directors and Executive Committee, composition of the membership of the Executive Committee, those matters referenced in this Agreement as subjects for Bylaw, and otherwise as necessary or appropriate, and the conduct of the affairs and proceedings of the Cooperative, including the Board of Directors, the Executive Committee, and Other Committees. The Bylaws shall not be in conflict with the terms and conditions of this Agreement.

5.10. **Administrator.** The Executive Committee may designate a fiscal agent and/or administrator to administer the operational and financial affairs. BOCES shall serve in this position initially, and the Cooperative may contract with BOCES or another entity(ies) to serve in such role.

ARTICLE VI

COOPERATIVE PROPERTY AND MONEYS

6.1. **Legal Title.** Legal title to all Cooperative property shall be vested in the Cooperative, except that the Cooperative shall have full and complete power to cause legal title to any Cooperative property to be held, if permitted by law, by or in the name of the Cooperative, or in the name of any other person and with such powers as the Cooperative may determine.

6.2. **Deposit and Investment of Funds.** The Cooperative shall deposit Cooperative moneys or funds with one or more banks, savings and loan associations, credit unions, or joint investments or other permitted depositories in the manner and as could be made by a Member. If authorized by Executive Committee resolution, the Treasurer may invest Cooperative funds in any investments which could be made by a Member. The Cooperative shall have no responsibility for any loss which may occur by reason of the failure of any depository or investment obligor with whom Cooperative moneys have been deposited or invested in

accordance with the requirements of this Section. BOCES is authorized to initially open any necessary accounts.

ARTICLE VII

FINANCIAL PROVISIONS

7.1. **Fiscal Year and Accounts.** The Executive Committee shall have full power to determine the fiscal year of the Cooperative and the method or form in which its accounts shall be kept. Until changed by the Executive Committee, the fiscal year of the Cooperative shall be from July 1 through June 30.

7.2. **Budget Adoption, Approval and Obligations.** The Executive Committee shall adopt a budget for operation of the Cooperative no later than the first day of each new fiscal year, and may revise the budget as needed. In the event that the budget or budget revision projects a deficit, such budget or budget revision shall be promptly submitted to the governing body of each Member for remedial action on such deficit. Member awareness or acceptance of a deficit projection shall not render a Member liable for any portion of such deficit. No funding obligation for a budget charge or deficit shall be imposed upon a Member unless, and only to the extent agreed to by an adopted resolution of the governing body of such Member.

7.3. **Payments in Lieu of Cash.** To the extent permitted by the Cooperative, a Member's contributions of staff, services, supplies or capital equipment may be credited against its obligations, if any, for Cooperative Program fees and charges under Section 3.3 or budget charges under Section 7.2. For the purpose of calculating employee costs, Members shall be credited for the full cost of both salary and benefits. For the purpose of calculating contributions for supplies or capital equipment, Members may be credited for the actual cost thereof. The Executive Committee shall develop guidelines and the methodology for calculating the actual cost of permissible contributions.

7.4. **Accountability and Audit.** The Executive Committee shall be responsible for the proper accounting of funds generated, received and expended in accordance with state accounting requirements, generally accepted accounting principles and procedures, and this Agreement. The Executive Committee may engage a qualified auditor to prepare at the close of each fiscal year a financial audit of the Cooperative financial records and a report of recommendations concerning accounting records, procedures and related activities as appear to such auditor as necessary or desirable. Such audit and report shall be made available by the Executive Committee to the Board of Directors and the Members. A Member shall have the authority to audit the Cooperative's receipts and disbursements to ascertain that the Cooperative is in compliance with applicable law and this Agreement.

ARTICLE VIII

PERSONNEL

8.1. **Employees and Contractors.** The Cooperative shall have power to appoint, employ, retain, or contract with any person of suitable qualifications as the Executive Committee may deem necessary or desirable for conducting the affairs of the Cooperative. The manner of employing, engaging, compensating, transferring or discharging any person as an employee of the Cooperative shall be subject to applicable law. With respect to its employment of personnel under this Section, the Cooperative shall be regarded as the employer for all labor relations and employment purposes, to the full extent permitted by law.

8.2. **Member Organization Employees.** A Member assigning its employees for work on Cooperative Programs shall retain all status and identity as the employer of such employees. Such employees shall, if such is the case, also remain members of their bargaining units. The responsibility for payment of all wages and benefits of such employees shall remain that of the Member employer. Any tenure or other employment rights shall be exclusively between such

employees and their Member employer. However, because of the assignment of such employees to a Cooperative Program, the right to evaluate, manage, supervise and otherwise regulate and control the activities and performance of such employees shall be delegated by their Member employer to the Cooperative. The Cooperative shall have authority to conclude such employees' assignment to Cooperative Programs and to return such employees to their Member employer at any time. The Cooperative shall not be considered a party or successor with regard to any collective bargaining agreement between a Member and its bargaining representative for its employees assigned to the Cooperative. The Member shall be fully compensated by the Cooperative for cost of the employee while working on Cooperative matters.

8.3. **Compensation and Expenses.** The Executive Committee shall fix the compensation, of any Cooperative employees. The Executive Committee may reimburse the Executive Committee members, Officers and Committee members for expenses reasonably incurred on behalf of the Cooperative.

8.4. **Indemnification.** The Cooperative may hold harmless, indemnify, pay, settle, or compromise a judgment against a Cooperative Director, Executive Committee member, Officer, Committee member, or employee to the extent permitted by law.

8.5. **Conflict of Interest.** Subject to the provisions New York law, the Executive Committee may adopt standards with respect to conflicts of interest and similar matters to govern (i) Cooperative Directors, Executive Committee members, Officers, employees and agents and (ii) contractors and such other persons and their affiliates as the Executive Committee may deem appropriate.

8.6. **Legal Counsel.** The Cooperative may employ an attorney to represent the Cooperative in actions brought for or against the Cooperative and to render other legal services for the welfare of the Cooperative. The Board of Directors or the Executive Committee may

consult with an attorney concerning any questions or matters which may arise with reference to the duties and powers of either body with any other matter with reference to this Agreement or Cooperative Programs. The opinion of such attorney shall be full and complete authorization and protection in respect to any action taken by the Board of Directors or the Executive Committee under this Agreement in good faith and in accordance with the opinion of such attorney, and the Board Of Directors and the Executive Committee shall not be liable therefor.

ARTICLE IX

COOPERATIVE CONTRACTS AND PURCHASES

9.1. **Contract Authorization.** Any agreement, instrument, order or writing in order to be a valid contract binding on the Cooperative must be approved or ratified by action of the Executive Committee, but shall never be binding upon a Member by sole reason of any Cooperative action.

9.2. **Execution of Contracts.** The Executive Committee may delegate to one or more of its officers the execution of contracts in the name of the Cooperative as the Executive Committee may deem expedient and appropriate.

9.3 **Purchases.** The Executive Committee shall have full and complete power (i) to incur and pay charges or expenses for purchases which in the determination of the Executive Committee are necessary or incidental to or proper for carrying out any of the purposes of the Cooperative or this Agreement, (ii) to reimburse others for the payment therefor, and (iii) to pay appropriate compensation or fees from the funds of the Cooperative to persons with whom the Cooperative has contracted or transacted business.

9.4 **Compliance with Law and Regulations.** All procurement shall be in compliance with New York State law and regulations, including, where applicable, prevailing wage and MBE/WBE requirements.

ARTICLE X

LIABILITIES AND INSURANCE

10.1. **Liabilities.** The Cooperative and each Member will each be solely and entirely responsible for acts or omissions attributable to it or its agents, employees, or subcontractors during the performance of this Agreement and each agrees, to the extent permitted by law, to indemnify the other parties to this Agreement, Cooperative and Members, from any claims and/or judgments arising from such acts or omissions.

10.2. **General Insurance Coverage.** The Cooperative shall, to the extent necessary, maintain insurance naming the Cooperative as insured, and may maintain insurance naming the Members as additional insureds, protecting against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the Cooperative Programs under this Agreement or by conditions created thereby, or based upon any violation of any constitutional provision, statute, ordinance, code, or regulation and the defense of any such claims or actions.

10.3. **Member' s Insurance.** Each Member shall be responsible for taking into account the insurance arranged by the Cooperative, and shall maintain such insurance as will fully protect itself, its agents, employees, and contractors from any and all other claims of whatsoever kind or nature for damage to property or for personal injury, including death, which may arise from the Member's participation in the Cooperative or Cooperative Programs.

ARTICLE XI

MEMBERSHIP

11.1. **Admission of Members.** Any New York municipal corporation, school district, or public benefit corporation is qualified for membership in the Cooperative, and upon its application for membership, shall be accepted for membership in the Cooperative unless

disapproved for a valid reason as determined by the Executive Committee, and shall be bound by the terms and conditions of this Agreement effective as of a date and time of the signing of a counterpart of this Agreement by both the applicant for membership and the Cooperative on behalf of its Members. The Secretary of the Cooperative shall cause a current and up-to-date list of all Members to be kept on file in the office of the Cooperative.

11.2. Withdrawal of Members. A Member may withdraw from the Cooperative by providing sixty (60) days written notice to the Cooperative. The effective date of withdrawal shall be sixty days after notice is given, or on the expiration of any obligations of the Cooperative on the Member's behalf, whichever is later. No withdrawal by a Member shall operate to annul this Agreement or terminate the existence of the Cooperative. Such withdrawing Member shall forfeit its interest in Cooperative Property. Withdrawal from the Cooperative shall not relieve the withdrawing Member from any obligations under this Agreement or any other agreement(s) or arrangement(s) between the withdrawing Member and the Cooperative and/or the other Members with respect to Cooperative Programs or any other matter.

11.3. Expulsion of Members. By vote of two-thirds (2/3) of the entire voting membership of the Board of Directors, any member may be expelled. Such expulsion may be carried out for one or more of the following reasons:

- (a) Failure to pay Program or membership fees or charges;
- (b) Failure to make appropriate financial or other contributions to the Cooperative to an extent comparable with other Members;
- (c) Failure to furnish full cooperation with the Cooperative's officers, employees, agents, Energy Advisors, or attorneys relating to the purpose and powers of the Cooperative; or
- (d) Failure to carry out any obligation under this Agreement, or any other

agreement by the Member with the Cooperative, other Member(s), or the Energy Advisors.

(e) No Member may be expelled except upon 30 days' written notice of the alleged failure and opportunity to present evidence of correction of alleged failure. The Member may request a hearing before the Executive Committee prior to any decision being made. Such request must be received by the Chairperson within 15 days after delivery of the notice. The Executive Committee shall set a date for hearing which shall not be less than 15 days after receipt of the request for a hearing. A decision by the Executive Committee to expel a Member after notice and hearing, and a failure to correct the alleged defect, shall be final.

ARTICLE XII

RESOLUTION OF DISPUTES

12.1 **Matters to be Submitted to Arbitration.** All disputes and controversies of every kind and nature between or among the Cooperative and/or the Members arising out of or in connection with the performance of this Agreement or as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination/dissolution thereof, shall be submitted to arbitration pursuant to a procedure therefore established by Bylaw if such disputes and controversies cannot be resolved through negotiation by the Cooperative and the Members. Such arbitration may be made bar to suit, except to enforce the award of the arbitrator.

ARTICLE XIII

AMENDMENT OF AGREEMENT; DURATION OF COOPERATIVE

13.1. **Amendment or Termination.**

(a) The provisions of this Agreement may be amended, or this Agreement and

the Cooperative may be terminated, by such action of the Members in accord with the vote of their respective governing bodies, by two-thirds vote with respect to amendment, and by unanimous vote with respect to termination.

(b) Upon the termination of this Agreement and the Cooperative:

(1) The Cooperative shall carry on no business except for the purpose of winding up its affairs;

(2) The Cooperative shall proceed to wind up the affairs of the Cooperative and all of the powers of the Cooperative under this Agreement shall continue until the affairs of the Cooperative shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Cooperative, collect and dispose of Cooperative property, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any disposition of all or substantially all of the Cooperative property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by two-thirds vote of the Board of Directors; and

(3) After providing for the payment of all liabilities, and upon receipt of such releases and indemnities, as it deems necessary for its protection, the Cooperative shall distribute the remaining Cooperative property, in cash or in kind or partly in each, among the Members, as determined by two-thirds vote of the Board of Directors on a pro rata basis according to time of membership and corresponding growth in Cooperative property.

13.2. **Effectiveness of Amendments.** Any amendment of this Agreement shall be effective only upon the execution of the amendment by at least two-thirds of the Members.

ARTICLE XIV

MISCELLANEOUS

14.1 **Successors and Assigns.** No Member nor the Cooperative shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the Executive Committee. This Agreement shall inure to the benefit and shall be binding upon the successors and permitted assigns of the Members and the Cooperative.

14.2 **Governing Law.** This Agreement shall be governed by the laws of the State of New York.

14.3 **Severability.** If any part of this Agreement is declared to be null, void or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

14.4 **Notices.** Notices or other communications under this Agreement shall be in writing, marked to the attention of the Secretary of the Cooperative and the Superintendent of the Jefferson County BOCES, and shall be deemed to have been fully duly given (i) on the date of service if served personally on the party to whom the notice is given at its address listed alongside its signatory lines at the end of this Agreement, or (ii) on the day after delivery to a private courier or to the United States Postal Service for regular mail service.

14.5. **Amendment; Waivers.** This Agreement and any of the terms, covenants, representations, warranties, or conditions of this Agreement may be waived only by a written instrument executed by the Cooperative and/or affected Member(s), and such waiver shall not be deemed nor construed as a continuing waiver, or waiver of any other provision, term, covenant, representation, or warranty or condition of this Agreement.

14.6. **Entire Agreement.** This Agreement, in its executed counterparts, contains the entire understanding among the Members with respect to the Cooperative Programs and supersedes all prior and contemporaneous agreements and understandings, oral or written, with

regards to the Cooperative and Cooperative Programs. All schedules hereto and any policies, documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement.

14.7 **Further Matters.** The Members agree to perform such additional acts and to execute such additional documents as are reasonably necessary to effectuate or carry out this Agreement.

14.8 **Paragraph Headings.** The paragraph headings in this Agreement are for reference purposes only and shall not change the meaning or interpretation of this Agreement.

14.9 **Counterparts.** This Agreement shall be executed in counterparts separately by each Member, each of which counterparts shall be deemed an original, and all of which shall constitute one and the same instrument.

14.10 **Authorization.** This Agreement has been duly authorized, executed, and delivered by the Members hereto and constitutes a legal, valid, and binding obligation of such parties, enforceable in accordance with its terms. Each individual's signature hereto represents and warrants that the signatory is duly authorized to execute this Agreement on behalf of the signatory' party for which the signature appears. Following the effective date of this Agreement, and organization of the Cooperative, the Cooperative is authorized by its Members to execute and deliver on their behalf, counterparts of this Agreement with new Members.

IN WITNESS WHEREOF, the undersigned parties, pursuant to the authority granted by the Urban Cooperation Act have caused this **Intergovernmental Agreement** to be executed by their duly authorized signatures on the date(s) indicated.

WITNESSED:

(Name of Member)

Secretary of the Board

By: _____
(Authorized Signatory)

Title: Superintendent

Date: _____

Address: _____

Attn: Jefferson-Lewis BOCES

TRI-COUNTY ENERGY COOPERATIVE:

Date

By: _____
Jefferson-Lewis BOCES Representative

Title: _____

South Lewis Central Schools

Board of Education Goals

2015-16

The Board of Education will develop a new Board Self-Evaluation process.

The Board of Education will develop a new Superintendent Evaluation process.

The Board of Education will finalize the Building Conditions Survey and begin the process of developing a long-range facilities plan to help determine the future capital project needs and configuration of the District.

8/6/2015

To: Doug Premo, Superintendent

From: Barry Yette

Re: Copiers



8/8
For [initials]

The following copiers are at the end of their useful lives with high copy volume and are being replaced:

- | | |
|--------|-----------------|
| D10341 | Canon IR3235 |
| D11678 | Canon IRADV6065 |
| D11676 | Canon IRADV6065 |
| D11677 | Canon IRADV6065 |

Please approve for surplus sale.

SOUTH LEWIS CENTRAL TAX RATE SCHEDULE 2015-16

Town	Taxable Value	Fire/Clergy Exemption	Taxable Value(for Appor)	EQ Rate	Full Value(for Appor)	% of Total	Apportionment	15-16 tax rates	14-15 tax rate	% Change
Greig	213,057,074	1500	213,058,574	1	213058574	0.336228351	2771815.76	13.009733509	13.184310	-1.32%
Leyden	70,697,563	1500	70,699,063	1	70699063	0.111570396	919769.49	13.009917944	13.184620	-1.33%
Lyonsdale	77,017,439	6000	77,023,439	1	77023439	0.121550912	1002047.36	13.010655425	13.184824	-1.32%
Martinsburg	27,492,914	3000	27,495,914	1	27495914	0.043391381	357712.00	13.011061516	13.184310	-1.31%
Osceola	1,284,862	0	1,284,862	1	1284862	0.002027644	16715.59	13.009641917	13.184301	-1.32%
Turin	56,285,551	0	56,285,551	1	56285551	0.088824391	732254.86	13.009641917	13.184301	-1.32%
Watson	61,529,290	0	61,529,290	1	61529290	0.09709955	800474.03	13.009641917	13.184310	-1.32%
West Turin	126,292,552	3000	126,295,552	1	126295552	0.199307375	1643059.91	13.009950953	13.184625	-1.32%

Omitted Taxes

Omitted taxes

TOTAL	633,657,245.00	15000	633,672,245		633672245	1	8243849.00			
TOTAL							8243849.00			

Tax Levy	8,243,849.00						13.00964192			
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SOUTH LEWIS CENTRAL LIBRARY TAX RATE 2015-16

Town	Taxable Value	Fire/Clergy Exemption	Exemption	Taxable Value(for appor)	EQ Rate	Full Value(for Appor)	% of Total	Apportionment	15-16 tax rates	14-15 tax	% Change
Greig	213,057,074	1500	1500	213,058,574	1	213058574	0.33622835	20173.70	0.094688840	0.101911	-7.09%
Leyden	70,697,563	1500	1500	70,699,063	1	70699063	0.1115704	6694.22	0.094688182	0.097837	-3.22%
Lyonsdale	77,017,439	6000	6000	77,023,439	1	77023439	0.12155091	7293.05	0.094693550	0.097839	-3.21%
Martinsburg	27,492,914	3000	3000	27,495,914	1	27495914	0.04339138	2603.48	0.094696505	0.106344	-10.95%
Osceola	1,284,862	0	0	1,284,862	1	1284862	0.00202764	121.66	0.094686173	0.099964	-5.28%
Turin	56,285,551	0	0	56,285,551	1	56285551	0.08882439	5329.46	0.094686173	0.099964	-5.28%
Watson	61,529,290	0	0	61,529,290	1	61529290	0.09709955	5825.97	0.094686173	0.099964	-5.28%
West Turin	126,292,552	3000	3000	126,295,552	1	126295552	0.19930738	11958.44	0.094688423	0.099966	-5.28%

Omitted Taxes

TOTAL	633,657,245.00	15000	15000	633,672,245	1	633672245	1	60000.00	60000.00		
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Library	Tax Levy	60,000.00		Tax on True	0.094686173						
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