FROM: Barry J. Yette, Annual Budget Vote Chairperson

RE: Annual Budget Vote Results

DATE: 5/17/16

Proposition 1- 2016/17 School Budget

Ayes 256 Noes 36

Proposition 2- School Bus Purchase

Ayes 246 Noes 46

BOE Seats

*Jessica Carpenter 228 *Michael Lisk 197 Lynnette Parker 124

^{*} won BOE seats

ANDREW M. CUOMO Governo

MATTHEW J. DRISCOLL

Cathy Calhenn

May 19, 2016

OPERATOR ID 2244

SOUTH LEWIS CENTRAL SCHOOL EAST ROAD TURIN NY 13473

Dear Motor Carrier:

Enclosed is the annual New York State Department of Transportation Bus Inspection System Operator Profile that summarizes the results of vehicle inspections performed on your fleet by the Department during the last State Fiscal Year (April 1, 2015 to March 31, 2016). For regular inspections, the profile identifies the number and percentage of vehicles that passed or were placed Out-of-Service (OOS) due to one or more OOS defects. It is the Department's continued goal to have all operators pass at least 90% of their scheduled safety inspections. The current statewide average OOS rate is 6.1%.

We would like to congratulate those operators who have achieved the goal of a 90% or greater pass rate. Your commendable performance indicates a strong dedication to safety and a commitment to sound maintenance standards and practices.

Operators who have a passing rate of less than 90%, it is requested that your organization examine the enclosed profile inspection data and immediately update your maintenance program in order to achieve the Department's stated goal. Your Regional Bus Inspection Program Supervisor is available to review the actions being taken and provide assistance, if necessary to address any needed changes.

For those operators whose OOS rate is 25% or greater and fall under the Department's enforcement program, you will be contacted shortly to address your unacceptable poor performance. Actions may include civil penalties, unannounced vehicle inspections, denial of B & C privileges, compliance reviews or other regulatory enforcement.

Please visit https://www.dot.ny.gov/divisions/operating/osss/bus for program updates.

Sincerely,

Lawrence Scotto, Acting Director Passenger Carrier Safety Bureau

Enclosures

cc: Regional Bus Program Supervisor

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NYS DEPARTMENT OF TRANSPORTATION PAGE 1 BUS INSPECTION SYSTEM OPERATOR PROFILE *********** PROFILE PERIOD: INSPECTION PERIOD: * OPERATOR # * 2015-04-01 THRU 2016-03-31 2015-04-08 THRU 2016-03-28 * 2244 * * OOS 1.4 % * REGION: 02 TYPE(S) OF SERVICE: 1 * PM 98.6 % * INSP. ****** SUMMARY TOTAL PASS PCT REGULAR (TYPE 1) 33 33 100.0 % SOUTH LEWIS CENTRAL SCHOOL REINSPECT (TYPE 2) 0 0 0.0 % INITIAL (TYPE 9) 0 0 0.0 % CRIT ITEM (TYPE 0) 36 35 97.2 % TOTAL OF TYPES 0,1,2,9 69 EAST ROAD TURIN NY 13473-PCT OF TOTAL 0,1,2,9 ACCIDENT (TYPE 3) 0 0.0 % TEMP. OOS (TYPE 4) 0 0.0 % PERM. OOS (TYPE 5) 4 5.8 % B+C PRIVILEGE CODE = GRANT 0.0 % 0.0 % 0.0 %

REGULAR INSPECTION DATA	TOT	PCT	DEFECT DATA
TOTAL INSP:	69		TOTAL DEFECTS: 3
TOTAL INSP PASSED:	68	98.6 %	TOTAL "A" DEFECTS: 1
TOTAL INSP W/"A" DEFECT:	1	1.4 %	TOTAL "B" DEFECTS: 2
TOTAL INSP W/"B" DEFECT:	2	2.9 %	TOTAL "C" DEFECTS: 0
TOTAL INSP W/"C" DEFECT:	0	0.0 %	TOTAL "OTHER" DEFECTS: 0
TOTAL INSP W/A, B, OR C:	3	4.3 %	TOTAL HWY OPN PROHIBITED: 0
TOTAL INSP W/NO DEFECTS:	66	95.7 %	AVERAGE DEFECTS/INSP: 0.0
TOTAL INSP OOS W/A DEFECT:	1	1.4 %	AVERAGE "A" DEFECTS/INSP: 0.0
TOTAL INSP OOS:	1	1.4 %	AVERAGE "B" DEFECTS/INSP: 0.0
			AVERAGE "C" DEFECTS/INSP: 0.0

DEFECT SUMMARY - REGULAR INSPECTIONS

ITEM	DESCRIPTION	TOTAL
	20 TO 10 TO	
	"A" DEFECTS:	
25.05	LIFT/RAMP OPERATION	1
	Wall approprie	
	"B" DEFECTS:	
20.00	EMERGENCY DOOR	1
45.02	OUTRIGGERS/BODY SUPPORTS	1
	"INSPECTION POINTS NOT COUNTED AS DEFECTS"	
99.02	NON-COMPLIANCE ADVISORY	1

4/15/16

NYS DEPARTMENT OF TRANSPORTATION

BUS INSPECTION SYSTEM

OPERATOR PROFILE - PREVENTATIVE MAINTENANCE SECTION

****** INSPECTION PERIOD: PROFILE PERIOD:

2015-04-01 THRU 2016-03-31 2015-04-08 THRU 2016-03-28 * OPERATOR # *

PAGE 2

* 2244 *

****** REGION : 02

SOUTH LEWIS CENTRAL SCHOOL

EAST ROAD

TURIN NY 13473-

NUMBER

NUMBER OF VEHICLES INSPECTED: 31
TOTAL NUMBER OF TYPE 1 INSPECTIONS: 69

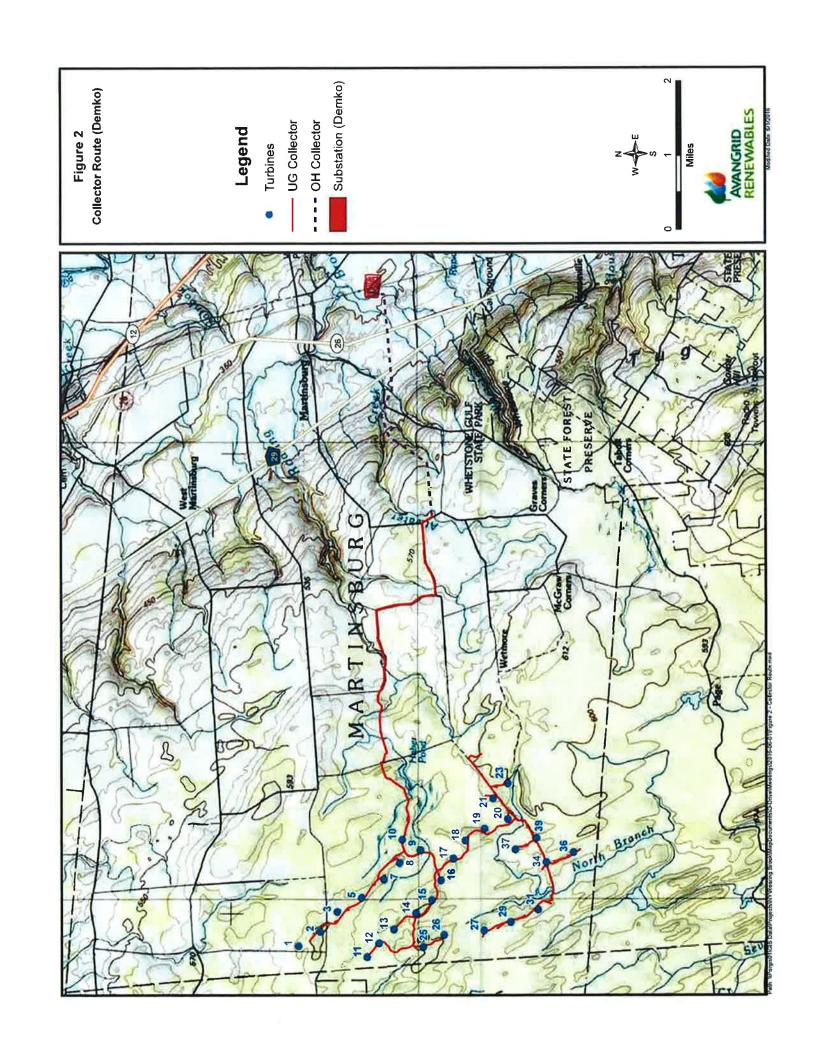
SELECT	TED PM	CODES	3 5	MUE	MARY S	SECT:	ION			PCT.
TOTAL	INSP.	WITH	1	OR	MORE	"B"	PM	DEFECTS: DEFECTS: DEFECTS:	1 2 0	1.4% 2.9% 0.0%
TOTAL	INSP. INSP. INSP.	WITH	3	ÓR	MORE	"B"	PM	DEFECTS: DEFECTS: DEFECTS:	0 0 0	0.0% 0.0% 0.0%
					TO'	ral	"B"	DEFECTS: DEFECTS: DEFECTS: TOTAL:	1 2 0 3	

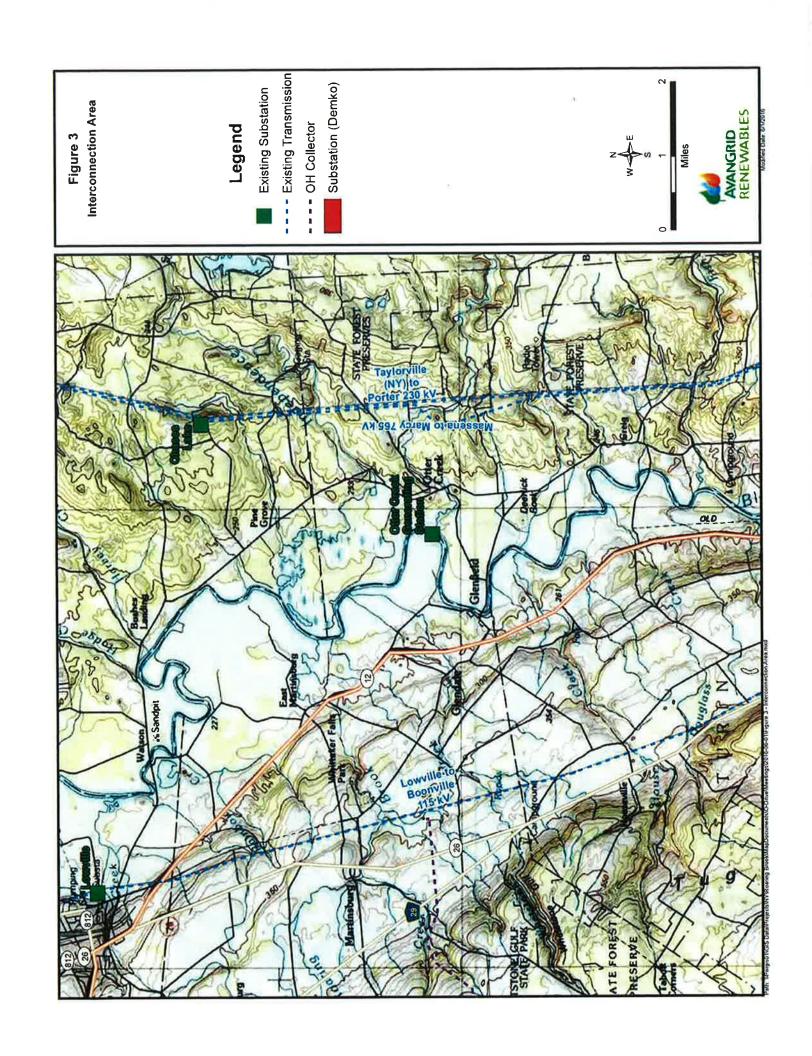
PREVENTATIVE CODES SUMMARY SECTION

ITEM	DESCRIPTION	TOTAL	PCT %
	and their new state have need been state and their state and their state		
53.00	MAINTENANCE & RECORDS: OK	68	98.6
53.08	MAINTENANCE & RECORDS: INCOMPLETE DVIR'S	1	1.4

NUMBER OF PM CODES 5302 THRU 5309: 1 NUMBER OF PM CODES (5300 THRU 5309) - 5301: 69

PM CODES PERCENTAGE 5302 THRU 5309 / (5300 THRU 5309) - 5301 = 1.4 %





THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234



RENÉE L. RIDER, ASSISTANT COMMISSIONER
OFFICE OF STUDENT SUPPORT SERVICES
89 Washington Avenue, Room 319-M EB
Phone: (518) 474-4817; Fax: (518) 474-7758
E-mail: renee.rider@nysed.gov; Web: www.p12.nysed.gov/sss/

Guidance Document Foundation Aid: Community Schools Set-Aside 2016-17 Enacted State Budget

Introduction

The 2016-17 Enacted State Budget created a \$100 million set-aside within Foundation Aid for Community Schools programs. The set aside within the State's primary operating aid formula applies to 225 school districts that have been identified as high-need. Districts will use the new funding to provide students and their families with the supports students need to ensure readiness to learn a rigorous curriculum; support connections between schools and community organizations that offer enrichment or social/health services; and encourage the use of school sites as community resources.

Subdivision 4 of section 3602 of the Education law states the following:

"e. Community schools aid set-aside. Each school district shall set aside from its total foundation aid computed for the current year pursuant to this subdivision an amount equal to the following amount, if any, for such district and shall use the amount so set aside to support the transformation of school buildings into community hubs to deliver colocated or school-linked academic, health, mental health, nutrition, counseling, legal and/or other services to students and their families, including but not limited to providing a community school site coordinator, or to support other costs incurred to maximize students' academic achievement."

Community schools aid set-aside funds must be used to supplement and not supplant district expenditures for eligible programs and services in the 2015-2016 school year¹. Accordingly, Community Schools aid set-aside funds must be used for new expenditures on eligible programs and services as articulated in the budget language. Districts that currently administer Community Schools strategies must clearly demonstrate new expenditures on eligible programs and services and integrate existing programs with any new investments permitted by the budget appropriation language. This may include cost growth for current programs and staffing. For example, if the salary and fringe benefits of program staff go from \$60,000 to \$65,000, the \$5,000 increase can be paid for with these funds.

¹ For school districts with Community Schools Grants from the 2013-14 school year that expire on June 30, 2016, set-aside funds may be used to continue funding for those existing programs. The supplement-not-supplant requirement will still apply for set-aside amounts in excess of the Grant amount.

Definition of Community Schools

Community Schools are public schools that emphasize family engagement and are characterized by strong partnership and additional supports for students and families designed to counter environmental factors that impede student achievement. While some of the specific attributes of a community school program vary based on the needs of the respective community, all Community Schools share three foundation pillars:

- A rigorous academic program with strong supports to prepare all students for college, careers, and citizenship, and that supplements quality curriculum with expanded learning opportunities that keep students engaged, coupled with high levels of accountability for results;
- 2. A full range of school-based and school-linked programs and services that, based on a needs assessment of the community, address the comprehensive needs of students and their families and that work with families as essential partners in student success;
- 3. Partnerships that demonstrate collaboration with the local community, including by engaging families and other community stakeholders and drawing on a broad set of resources, incorporating local and State government agencies, non-profit service providers, institutions of higher education, and the philanthropic and business communities in other to extend the impact and depth of services and programs.

Allowable Expenditures by Category

Each district's set-aside amount will be posted on the Student Support Services website at http://www.p12.nysed.gov/sss/. For services outlined in the statute and addressed below, costs for provider salary/benefits or contracts are eligible, except where specified, whether the service is provided by district employees or contracted individuals or community-based organizations as long as the costs are an expansion of an existing or for a new Community Schools model.

Eligible expenditures may include, but are not limited to:

1) Academic

- New contract and/or salary and benefit costs for the provision of professional development that improves classroom instruction for providers of regular instruction, credit-bearing enrichment programming or academic support services for students:
- New contract and/or salary and benefit costs for providers of enrichment and or supplemental academic services to be provided to students;
- New contract and/or salary and benefit costs for providers of high school equivalency, English language or similar instruction for families or community members;
- Costs of supplemental instructional materials to be purchased to support regular classroom instruction, academic enrichment or academic enrichment services for students:

- Provision of developmentally appropriate early childhood education programs, not otherwise provided by the school;
- Other costs of academic support services approved by the Commissioner.
- 2) Health, mental health and counseling, dental care
 - New contract and/or salary and benefit costs for fully licensed and certified professional providers of these services;
 - New contract and/or salary and benefit costs for providers of career counseling services for students, families or community members;
 - Initial site preparation and set-up expenses;
 - Provision of pupil services (including violence prevention counseling) and referrals for such services;
 - Referrals for medical, dental, other health services, and social service;
 - Other related costs, not supported through other available funding such as Medicaid.

3) Nutrition

- New contract and/or salary and benefit costs for providers of nutritional education;
- Site preparation for 'food bank' type spaces;
- Seeds, growing equipment, etc. for a community garden;
- Other costs of nutrition programs approved by the Commissioner.

4) Legal Services

- Districts may prepare and provide space for the provision of low- or no-cost legal services by external providers.
- 5) Other services to students and their families, including but not limited to, new costs for:
 - Extended day programs;
 - Programs that address the needs of homeless students and their families;
 - Career exploration or preparation programs;
 - Technology access and instruction;
 - Provision of education and training to parents of students about the curriculum, post-graduation opportunities, educational rights, and available resources.
- 6) Salary and benefit costs for a community school site coordinator.
- 7) Costs of coordination between schools and service agencies.
- 8) Excess cost of transportation to services provided under the Community Schools Plan (e.g., portion of transportation expense not covered by State Aid or Medicaid reimbursement).
- 9) Other costs incurred to maximize students' academic achievement.

Accounting and Reporting Community Schools Set-Aside Funds

These funds must be accounted for in the school district's general fund and under appropriate existing codes within the annual ST-3 report. However, school districts will also be required to document new expenditures on eligible expenses under this guidance relative to the base year for the program, 2015-16. These items will be submitted through the State Aid Management System (SAMS), using the NYSED Business Portal by September 2nd of the School Year following the expenditures. Districts will be required to provide projected expenses for the 2016-17 school year by September 2, 2016, and revise those projections as final expenses in 2017. Changes to SAMS to reflect this report will be forthcoming.

Contact Information

Districts should contact the Office of Student Support Services at (518) 486-6090 with programmatic questions regarding Community Schools, and questions regarding whether and where to include expenses on the new SAMS Community Schools Expenditure form. Questions related to the operation or submission of the new SAMS form should be directed to the State Aid Office at (518) 474-2977.

The South Lewis Superintendent Evaluation is designed to help the Board of Education and Superintendent of Schools boards and develop thoughtful, constructive evaluations that advance district goals and keep the leadership team healthy

An effective evaluation requires commitments from both the Board of Education and Superintendent of Schools as outlined below:

Board Member Commitments

- Participate in the agreed upon process and evaluation discussions with honesty and integrity.
- Each board member should rate all performance indicators and goals based on evidence.
- Identify the Superintendent's strengths and areas for improvement

Superintendent Commitments

- Understand, agree to and participate in the articulated process and evaluation discussions.
- Gather and provide information and evidence if requested by the Board.

scale of Highly Effective, Effective, Developing, and Ineffective. Should any indicator and/or section be rated Developing or Ineffective it must particular indicators with specific criteria to rate the performance level. The five evaluation areas, listed below, are to be scored on a HEDI The format of evaluation will be a rubric style evaluation to determine levels of performance for the Superintendent. Each section contains be supported by evidence and commented upon.

- Relationship with the Board
- Community Relations
- Staff Relations
- Business and Finance
- Instructional Leadership

In addition to these five basic areas the Superintendent will also set goals.

Superintendent Evaluation Process and Timeline

July-September

- Board and Superintendent review evaluation process
- Board and Superintendent agree upon goals

January-March

- Superintendent conducts a self-assessment
- Superintendent and Board hold a meeting to review goals, self-assessment, and overall evaluation progress/status

April-June

- BOE members individually complete Superintendent Evaluation
- Superintendent and Board hold a meeting to reflect on the year, review goals, and overall evaluation
- Board President finalizes/compiles/writes the evaluation of Superintendent

A. Relationship with the Board

	Ineffective	Developing	Effective	Highly Effective	Rating
Information	Does not provide the information the board needs to perform its responsibilities.	Keeps only some members informed, making it difficult for the board to perform its responsibilities.	Keeps the board informed with appropriate information as needed so it may perform its responsibilities.	Keeps all board members informed with appropriate, regular communication so it may perform its responsibilities.	
Materials and background	Meeting materials aren't available. Members arrive at meetings without any prior information regarding agenda.	Meeting materials are incomplete, and don't include supporting information.	Materials are provided. Some supporting information is included.	Meeting materials are provided with supporting information in order to make informed decisions.	
Board questions	Board questions are rarely answered.	Board questions are answered, but not all members are apprised of relevant questions/answers.	Board questions are addressed with occasional follow-up to members.	Board questions are answered thoroughly with communication to all members to ensure understanding.	
Policy involvement	Makes decisions without regard to adopted policy.	Is minimally involved in the development, recommendation and administration of district policies.	Is actively involved in the development, recommendation and administration of district policies.	Is proactive in the determination of district needs and policy priorities.	
Board development	Doesn't promote board development.	When asked, provides members with information about board development.	Provides members with information regarding board development opportunities when they arise.	Actively and continuously encourages board development by seeking and communicating opportunities.	
				Category Rating	
Comments:					

B. Community Relations

	Ineffective	Developing	Effective	Highly Effective	Rating
District image	Is negative about the district.	Doesn't actively promote the district.	Projects a positive image of the district as expected.	Projects and promotes a positive image of the district.	
Communication with community	Isn't readily available.	Provides appropriate information only when asked.	Actively seeks two-way communication with the community as appropriate.	Actively seeks communication, as appropriate, and works to provide alternative means of contact with the community.	
Media relations	Communicates with the media only when requested.	Isn't proactive, but is cooperative with the media.	Promotes the district in the media.	Initiates and actively engages the media.	
Approachability	Is neither visible nor approachable by members of the community.	Is visible, at a distance.	Is visible and approachable by members of the community.	Is visible and approachable by members of the community. Attends a variety of events.	
				Category Rating	
Comments:					

C. Staff Relationships

Inerrective	Developing	Effective	Highly Effective	Rating
Doesn't have a specific system to inform staff of important matters.	Is inconsistent in keeping staff informed of important matters.	Keeps staff informed of most important matters.	Establishes a system of keeping staff continually informed of important matters.	
There is no system to handle personnel matters in a consistent manner. Some situations may be handled with bias.	A system has been established, but it is not applied consistently.	A system is used to address personnel matters with consistency, fairness, discretion and impartiality.	Establishes a system that is proactive with personnel matters. Personnel policies are routinely discussed and promoted.	
Doesn't delegate duties. Maintains personal control over all district operations.	Delegates duties to staff, but retains final decision-making authority.	Delegates responsibility to staff within their abilities and then provides support to ensure their success.	Delegates responsibility to staff that will foster professional growth, leadership and decision- making skills.	
There is no formal recruitment process and/or hires are considered in an arbitrary manner.	A formal recruitment process is in place, but is not used consistently.	Follows a formal recruitment process for each hiring opportunity.	Follows a formal recruitment process for each hiring opportunity. Actively recruits the best staff available and encourages their application to the district.	
Seldom visits buildings.	Is present at building programs and special activities.	Visits buildings/classroom as time permits.	Regular visits to buildings and classrooms are a priority item.	
			Category Rating	

D. Business and Finance

	Ineffective	Developing	Effective	Highly Effective	Rating
Budget development and maintenance	Superintendent's budget knowledge is limited. The budget is developed and managed without taking into consideration current needs of the district.	Superintendent works to develop and manage the budget to meet the immediate fiscal issues. Decisions are primarily reactive to current needs of the district.	Budget actions are proactive and consider the most current information and data. A balance is sought to meet the needs of students and remain fiscally responsible to the community.	Budget actions are proactive and consider both current and long-range information and data. A balance is sought to meet the current and future needs of students and remain fiscally responsible to the community.	
Budget reports	Doesn't report financial information to the board except with the annual audit.	Reports the status of financial accounts as requested by the board.	Regularly reports to the board concerning the budget and financial status.	Constant flow of budgetary/ financial information provided with discussion of the ramifications of any changes.	
Facility management	A facilities management plan is not created. Maintenance is only performed when absolutely needed.	Facilities needs are discussed internally, but a plan is not created. Issues are addressed on an as-needed basis.	A facilities management plan is in place that includes the current status of the buildings and the need to improve any facilities in the future.	Facilities management plan in place, includes current status of buildings and the need to improve facilities in the future, with a projected plan to secure funding.	
Resource allocation	Resources are allocated without consideration of district needs.	Resources are allocated to meet immediate needs.	Resources are distributed based upon district goals and seek to meet immediate objectives.	Resources are distributed based upon district goals and seek to meet immediate and long-range objectives.	
				Category Rating	
Comments:					

E. Instructional Leadership

	Ineffective	Developing	Effective	Highly Effective	Rating
Professional knowledge	Is unaware of current instructional programs.	Is somewhat knowledgeable of current instructional programs. Relies on others for info./data.	Demonstrates knowledge of current instructional programs, and is able to discuss them.	Demonstrates knowledge and comfort with current instructional programs. Seeks to communicate with others how the district is implementing best practices.	
Self- improvement	Does not participate in professional development opportunities.	Passively participates in some professional development opportunities.	Seeks to learn and improve upon personal and professional abilities. Attends professional conferences when appropriate.	Eagerly seeks to learn and improve upon personal and professional abilities. Is able to apply this new learning for the benefit of the district. Participates actively in professional groups and organizations.	
Focus on students	Focus is on the management of the district and maintaining day-to-day operations. Student achievement isn't the priority.	Student achievement is a concern, but does not always guide decisions made within the district.	Student achievement is important and guides decisions made within the district.	Places student achievement as the top priority and consistently communicates this to others. Bases decisions on improving student achievement. This priority is reflected in the budget.	
Staff development	Staff development isn't provided. Staff members are responsible for their own improvement.	Staff development programs are offered based upon available opportunities.	Staff development programs are offered based upon available opportunities that are targeted toward increasing student achievement.	Staff development programs are targeted toward district-specific goals and are sustained to increase student achievement.	
Curriculum	Curriculum isn't a priority in the district.	Allows teachers to define their own curriculum. There is little or no coordination.	A curriculum is in place that seeks to meet the state standards.	There is an on-going review process to be sure the curriculum is aligned to the state standards and meets the needs of our students.	
				Category Rating	
Comments:					

The following specific goals have been developed and agreed upon:

Goal 1 -					
	Ineffective	Developing	Effective	Highly Effective	Rating
	Shows no progress toward meeting the goal	Shows progress but did not meet the goal	Meets the established goal	Exceeds the established goal	

Goal 2 -					
	Ineffective	Developing	Effective	Highly Effective	Rating
	Shows no progress toward meeting the goal	Shows progress but did not meet the goal	Meets the established goal	Exceeds the established goal	

Goal 3 -					
	Ineffective	Developing	Effective	Highly Effective	Rating
	Shows no progress toward meeting the goal	Shows progress but did not meet the goal	progress but did not Meets the established goal the goal	Exceeds the established goal	

Determining the Overall Evaluation Rating

	School year:
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	lame
	indent's name:
	Superinte

RATINGS ON INDIVIDUAL DOMAINS:

A. Relationship with Board	Ineffective	Developing	Effective	Highly Effective
B. Community Relations	Ineffective	Developing	Effective	Highly Effective
C. Staff Relationships	Ineffective	Developing	Effective	Highly Effective
D. Business & Finance	Ineffective	Developing	Effective	Highly Effective
E. Instructional Leadership	Ineffective	Developing	Effective	Highly Effective

Comments by Board of Education:

Highly Effective

Effective

Developing

Ineffective

OVERALL RATING:

Comments by the Superintendent:

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Date:	Date:	she has seen and discussed the evaluation; it does not necessarily denote agreement with
Superintendent's Signature:	Board President's Signature:	(The administrator's signature indicates that he or she has seen at the evaluation.)

March 2, 2016

Douglas Premo Superintendent of Schools 4264 Co Rd 43 PO Box 10 Turin, NY 13473



Dear Mr. Premo:

Thank you for taking the time to speak with me regarding my school districting and the process to request a change of school district from South Lewis to Lowville Academy. My address, located at 6768 Independence Drive, Glenfield NY, is currently in the South Lewis School district. I would like to request to change this to Lowville Academy or be classified with special permission for my children to attend Lowville Academy without changing the tax roll. The current property (Parcel # 245.00-03-01.111) is owned by my Uncle, Joseph Suiter who owns multiple parcels in both Lowville and South Lewis districts as you can see in the attached documentation.

The current school district mapping has very unclear lines of separation as can be seen on the attached school district map received from the Lewis County Real Property Tax Office. The homes on the Pine Grove Road between the Austin Road and the Rudd Road have no clear guidelines or distinction between South Lewis and Lowville districts. Our parcel is surrounded by 10 Lowville homes. The neighbors and our family members in that area that my children know and have grown up with would be going to opposite districts. Properties located approximately one mile past our location is currently in Lowville district. The only road frontage of our parcel with the Pine Grove Road is located between two Lowville district homes. Our home is covered under the Lowville Fire District. We are located in the Township of Watson.

The proximity from our home to South Lewis High School is over 12 miles, where Lowville Academy is just over 7 miles. This would greatly extend the time our children would spend on the school bus each day commuting to and from South Lewis School. We are already established in the Lowville School district with our employment, babysitter, back up babysitter and our children's playmates and friends.

I have knowledge of other special circumstances that have been granted in the same housing vicinity. The property (Parcel #245.00-04-11-110) located on the Pine Grove Road, is classified as Lowville Academy school district. However, the family living in that home was given permission to attend South Lewis School district. The South Lewis school bus would pick children up at this location. This parcel is also owned by my Uncle, Joseph Suiter.

I am asking that this be rectified to provide the best educational experience for my children as possible allowing them to grow and learn in an environment that they feel comfortable with and have grown accustomed to.

Thank you for your consideration. If you have further questions, please feel free to contact me at 315-486-8073.

Sincerely,

Jessica Skiff

Joseph Suiter

402.00E			5.	
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Date	/31/16	(signed) Princ	ipal L	
Date	5/31/16	(signed) Supe	erintendent	



Board of Cooperative Educational Services

Thomas R. Burns
District Superintendent
Executive Officer

Cooperative Purchasing

Special Education Building 20104 NYS RT 3 Watertown, NY 13601 (315) 779-7390 (800) 954-1929

e-mail: cooppur@sllboces.org

Donald R. Haller Cooperative Purchasing Agent

St. Lawrence/Lewis BOCES Cooperative Purchasing Agreement

All school districts participating in the St. Lawrence/Lewis BOCES Cooperative Purchasing program through annual board resolution, agree to the following:

- 1.) To bid jointly any or all commodities on the attached list together with a number of public school districts comprising Clinton-Essex, Franklin-Essex, Jefferson-Lewis and St. Lawrence-Lewis BOCES in New York State.
- 2.) The school district will participate with other schools in the BOCES listed above in the joint bidding of any or all commodities on the attached list as authorized by General Municipal Law, Section 119-0.
- 3.) The school district agrees to appoint the St. Lawrence/Lewis BOCES Cooperative Purchasing Agent and related committees to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting results to the boards of education and making recommendations thereon.
- 4.) The Board of Education of the school district agrees to appoint the St. Lawrence/Lewis BOCES Cooperative Purchasing Agent and related committees to represent it in all matters related above.
- 5.) The Board of Education of the school district authorizes the above mentioned to represent it in all matters leading up to the entering into a contract for the purchase of any and /or all commodities on the attached list.
- 6.) The Board of Education agrees to assume its equitable share of the costs of cooperative bidding.
- 7.) The Board of Education agrees:
 - a.) To abide by majority decisions of the participating districts on quality standards;
 - b.) That unless all bids are rejected, it will award contracts according to the recommendations of the St. Lawrence/Lewis BOCES Cooperative Purchasing Agent and related committees.
 - c.) That after the award of contract(s) it will conduct all negotiations with the successful bidder(s).

Memo To: Mr. Doug Premo

Superintendent

From:

Rich Poniktera

Director of Facilities III

Re:

Items for discard/disposal and or public sale

Date:

June 9, 2016

We have 52 light fixtures we would like to discard from our HS Gym that were replaced with new LED fixtures.

We have 50 light fixtures we would like to discard from our 1995 wing hall way that were replaced with new LED fixtures.

BOND RESOLUTION OF THE SOUTH LEWIS CENTRAL SCHOOL DISTRICT ADOPTED JUNE 21, 2016 AUTHORIZING THE PURCHASE OF THREE (3) 66-PASSENGER SCHOOL BUSES AT A MAXIMUM ESTIMATED COST NOT TO EXCEED \$309,919 AND THE ISSUANCE AND SALE OF SERIAL BONDS OR NOTES IN ANTICIPATION OF SUCH BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF \$309,919.

RECITAL

WHEREAS, the qualified voters of the South Lewis Central School District, (the "District"), in the County of Lewis, New York, at the annual District meeting duly called and held on May 17,2016 did vote and adopt a proposition authorizing the purchase and finance of three (3) 66-passenger School Buses and including ancillary equipment and all other necessary costs incidental thereto and to expend a total sum not to exceed \$309,919, or so much thereof as may be necessary, the levy of a tax in installments upon all the taxable real property of the District to the extent necessary for such purposes and, in anticipation of such tax, the issuance of bonds and bond anticipation notes in the principal amount not to exceed \$309,919 and the levy of a tax to pay the interest on said obligations; and

WHEREAS, The District, as a local agency pursuant to the New York State Environmental Quality Review, Act ("SEQRA"), ECL Section 8-0101, et seq., and implementing regulations, 6NYCRR Part 617 (the "Regulations"), having reviewed the impact of the Project upon the environment, determined that such action constitutes a "Type II Action" under the Regulations and is not subject to review under SEQRA;

NOW, THEREFOR BE IT RESOLVED, ON JUNE 21, 2016 BY THE BOARD OF EDUCATION OF THE DISTRICT, (by favorable vote of not less than two-thirds of all the members of said Board of Education) AS FOLLOWS:

Section 1. Subject to the provisions of Section 3 hereof, the District is hereby authorized to undertake the Project and to expend therefor an amount not to exceed the estimated maximum cost of \$309,919. The estimated total cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$309,919 and the plan of financing includes the issuance of serial bonds in the aggregate principal amount not to exceed \$309,919 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the District to pay the principal of said bonds and the interest thereon as the same shall become due and payable subject to applicable amounts of state assistance available or to any revenues available for such purpose from any other source.

Section 2. Bonds and bond anticipation notes of the District are hereby authorized to be issued pursuant to the provisions of the Local Finance Law of the State of New York (the "Local Finance Law"), in a principal amount not to exceed \$309,919 to finance said appropriation for the acquisition, purchase and equipping of the Project.

- **Section 3.** The following additional matters are hereby determined and declared with regard to the Project.
- (a) Under the Local Finance Law, the period of probable usefulness of the Project is five (5) years:
- (b) Current funds are not required by the Local Finance Law to be provided prior to the issuance of the bonds and any notes issued in anticipation thereof authorized by this resolution; and
- (c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.
- (d) The District reasonably expects to reimburse itself for expenditures made for the Project from the proceeds of the bonds or notes herein authorized.
- (e) This resolution is a declaration of official intent to reimburse for purposes of Treasury Regulation Section 1.150-2.
- **Section 4.** Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation thereof shall contain the recital of validity as prescribed by Section 52.00 of the Local Finance Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the District, payable as to both principal and interest by general tax upon all the taxable real property within the District without limitation of rate or amount. The full faith and credit of the District are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the District of appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year. The bonds may be issued such that annual installments of principal and interest are substantially level, as provided by law.
- **Section 5.** The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:
 - (a) such obligations are authorized for an object or purpose for which the District is not authorized to expend money, or
 - (b) the provisions of law which should be compiled with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication, or
 - (c) such obligations are authorized in violation of the provisions of the constitution.

Section 6. The power to issue and sell the bonds and any notes issued in anticipation thereof, including powers or duties pertaining or incidental thereto, is hereby delegated to the President of the Board of Education, as Chief Fiscal Officer, except as herein provided. The bonds shall be of such terms form and contents as may be determined by the Chief Fiscal Officer, pursuant to the Local Finance Law. The Chief Fiscal Officer is authorized to execute and deliver any documents and to take such other action as may be necessary and proper to carry out the intent and provisions hereof.

Section 7. This resolution shall take effect immediately. The District Clerk is hereby authorized and directed to publish a summary of the foregoing resolution, together with a Notice in substantially the form prescribed by Section 81.00 of the Local Finance Law in the newspapers having general circulation in the District and designated the official newspapers of District for such publication.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Barry Worczak, President	Voting	
Tina Stanford, Vice President	Voting	
Thomas Burmingham	Voting	
Paul Campbell	Voting	
Scott Chrzanowski	Voting	
Andrew Liendecker	Voting	
Michael Lisk	Voting	
Mary E. Martin	Voting	
Richard Ventura	Voting	
Paul Campbell Scott Chrzanowski Andrew Liendecker Michael Lisk Mary E. Martin	Voting Voting Voting Voting Voting	

SOUTH LEWIS CENTRAL SCHOOL DISTRICT

SCHOOL PHYSICIAN SERVICES AGREEMENT

For School Year Ending
June 30, 2017

1. PARTIES AND TERM: This Agreement for School Physician Services is made by and between the South Lewis Central School District (the District) and Lewis County General Hospital (the Contractor) collectively "the parties".

This Agreement shall begin on July 1, 2016, and extend through the fiscal year ending June 30, 2017, provided that either party shall have the option to cancel the engagement as set forth in paragraph 9.

2. **DESCRIPTION OF SERVICES**: The Contractor agrees to provide a Physician(s) or designee who is duly licensed to practice medicine in the State of New York and will serve as the School Physician and Medical Inspector for the school district.

The Contractor will assign a duly licensed provider to the District at the Contractor's discretion to provide services requested. However, every effort will be made for a Physician to be available to the District for services associated with this agreement. If for some reason a Physician is not available to provide select services, the District will be notified in advance.

The School Physician or designee will perform such duties as prescribed by the NYS Education Law and the rules and Regulations of the State of New York Education Department and customarily performed by one holding such position in other similar school districts in the State of New York.

All health examinations and other services will be conducted at the appropriate District's school location.

3. NATURE OF SERVICES REQUIRED:

- a. <u>Oversight of School Health Services.</u> The School Physician or designee shall be responsible for performing, coordinating and/or oversight of the provision of school health services in the District.
- **h.** <u>Health Examinations.</u> The School Physician or designee will perform physical appraisals, in accordance with Education Law and District policy;
 - 1.) For students who do not present a certificate from their family physician upon entering school and in grades Kindergarten, 2, 4, 7, and 10 or within 30 days after entry into school.
 - 2.) For students participating in interscholastic activities who do not present a certificate from their family physician. These health examinations will occur prior to the sport season at agreed upon dates and times with school health officials and the School Physician or designee.
 - 3.) For students in special class placement or other instruction of the physically or mentally handicapped and the emotionally disturbed, or prior to their return to a regular class program.
 - 4.) For students who require a physical for working papers.
 - 5.) For new employees of the District who do not present a certificate from their family physician.
 - 6.) For employees of the District employed as Bus Drivers, as required by Federal and State laws.

- 7.) For other employees of the District, such as Maintenance and Food Services personnel, for the purpose of assuring the employees ability to perform the essential functions of their position.
- c. <u>Consultant to School Nurse.</u> The School Physician or designee will be available by phone, text, and/or email, to the School Nurse to discuss student medical concerns, and/or school health services, as needed, and will respond to inquiries as soon as practically possible.

The School Physician or designee will participate in meetings with the School Nurse and/or other school officials whenever appropriate to discuss health related concerns.

The School Physician or designee will be knowledgeable regarding public health laws and will assist the School Nurse and/or other school officials in the interpretation and application of those laws.

d. <u>Standing Orders and Protocols.</u> The School Physician or designee will provide annual standing orders for emergency epinephrine, as allowed by New York State Education Law.

The School Physician or designee will provide annual signed orders for the District's First Aid Protocols for the School Nurse.

The School Physician or designee will sign prescriptions for the Fluoride Program.

e. <u>Consultant to the Committee on Special Education</u>. The School Physician or designee will be available to meet with CPSE and CSE when requested, at a time convenient to both the Committees and the School Physician or designee, when arranged with reasonable advance notice.

The School Physician or designee will provide physical examinations of students as requested by CSE or CPSE chairperson, when an individual student has no access to a primary medical provider.

The School Physician or designee will provide written prescriptions for Occupational and/or Physical Therapy for students referred by the CSE chairperson, such referrals will be made only when all other means of obtaining these prescriptions have been exhausted.

f. Other Responsibilities.

- 1.) Provide recommendations in the development of board policies, administrative regulations and district practices concerning health-related issues.
- 2.) Provide services required by law relative to Automatic External Defibrillation.

- 3.) The School Physician or designee will offer flu shots to staff not covered by POMCO.
- 4.) Provide services associated with the Athletic Placement Process (formerly known as Selective Classification).
- 5.) Perform such other tasks and assume such other responsibilities as the District's Superintendent may assign and are agreed to by the Contractor's Clinic Manager.

4. RESPONSIBILITIES OF THE DISTRICT:

- **a.** The District will provide all Nursing services.
- b. The District will setup time slots as needed for the required physicals. Ideally, these physicals will be in approximately 4-hour time slots twice per month. In total the scheduled physicals should not exceed 12 days (96 hours) in a school year.
- c. The District will ensure a full complement of students and/or staff during the physical time slots to best utilize the time of the School Physician or designee.
- d. The School District will provide the School Physician or designee with reasonable work space, desks and chairs. The School Physician or designee will also be provided with access to telephone lines, photocopying facilities and fax machines for District-related business use only.
- e. The Superintendent of Schools, or his or her designee, shall be responsible for the overall supervision of this Agreement.
- 5. CONFIDENTIALITY: By the nature of the services it renders to the District, the Contractor will acquire knowledge of sensitive information regarding District operations, employees, and students. Such information is confidential and not subject to disclosure by the District under the Freedom of Information Law. The use of such information to the advantage of the Contractor or its employees, agents, or representatives, or the disclosure of such information to third parties is prohibited.
- 6. MUTUAL INDEMNIFICATION: Each party (for purposes of this Paragraph 5, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph 5, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the

Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

7. PROOF OF INSURANCE: Not withstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor agrees to effectuate the naming of the District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation and professional liability, and shall provide evidence of required coverage listed below on the onset of this contract, and at annual insurance renewal.

Commercial General Liability Insurance-

• Minimum of\$1,000,000 per occurrence/\$2,000,000 aggregate.

Medical Malpractice Insurance-

• Minimum of\$1,300,000 per occurrence/\$3,900,000 aggregate.

Workers' Compensation and NYS Disability-

- Statutory Workers' Compensation and NYS Disability Benefits Insurance
- **8. PAYMENT:** The District agrees to compensate the Contractor, as follows;

Services for July 1, 2016 – June 30, 2017: not to exceed \$21,000.

Contract payments will be in equal quarterly installments, for each service period.

- 9. TERMINATION: Each party shall have the option to cancel the engagement provided that ninety (90) days' written notice is given to the other party. Throughout the term of the engagement, this Agreement may be terminated by the District for cause with thirty (30) days notice. Throughout the term of the engagement, this Agreement may be terminated by the Contractor for non-payment, or as a result of the District, or its representatives, failing to provide the information deemed necessary to undertake the Contractor's responsibilities under this Agreement. Should this Agreement be terminated payment will be pro-rated based upon the termination date.
- 10. NOTICES. All notices provided under this Agreement must be in writing at the following addresses:

To the District: Superintendent of Schools, and

School Business Manager South Lewis Central School

PO Box 10 Turin, NY 13473

To the Contractor: Jeffery Hellinger, CFO

Lewis County General Hospital

7785 North State Street Lowville, NY 13367

- 10. ENTIRE AGREEMENT. This Agreement contains and embraces the entire agreement between the parties, and it or any part of it may not be changed, altered, modified, limited, terminated or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the parties hereto, their legal representatives, successors or assigns.
- 11. BOARD APPROVAL. This Agreement is subject to approval by the district's Board of Education.
- 12. GOVERNING LAW: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law
- 13. VENUE: All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Lewis County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute) and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

The undersigned hereby declare that they have read the foregoing Agreement and any and all other materials submitted in connection with the same, and agree to abide by the requirements therein.

For the South Lewis Central School District:	For the Lewis County General Hospital:
	Ofley Volling
Name:Barry R. Worczak	Name: Jeffery Hellinger
Title: BOE President	Title: CFO
Date:	Date: 5/2/16
Date approved by the Board of Education:	

SOUTH LEWIS CENTRAL SCHOOLS

School Vehicle Lease Agreement

AGREEMENT	made this	June 21, 2	2016	between South Lewis
Central School Distric	et, County of	Lewis, New	York, hereinafte	er called the Lessor, and
Lewis County Chamber	of Commerce	nereinafter call	ed the Lessee, in ma	nner following:
The Lessor here	by leases the	following scho	ool vehicle(s) for	a term commencing on the
August 6, 2016	, a	nd ending on	August 6,	2016 upon the
terms specified below:				
VEHICLE NO.	MAKE	YEAR	CAPACITY	ENGINE/SERIAL NO.
158	Thomas	2011	44	#4UZABRDT9BCAR8212
159	Thomas	2011	44	#UZABRDT7BCAR8211

The Lessor certifies that the vehicle(s) described herein meet(s) the specifications of the New York State Education Department and also the rules and regulations pertaining to school buses of the Department of Transportation and the Department of Motor Vehicles.

The Lessee agrees to pay the Lessor as rental for the use of said school vehicles the sum of \$15.00/day for the lease and school district provided insurance coverage plus \$2.00/mile as well as \$15.00/hour for the cost of the driver's wages and benefits payable within 30 days upon receipt of a billing invoice. The driver of the school vehicle must be an approved South Lewis Central School District Bus Driver.

Each school bus above described has been examined by Lessee, who accepts the same in its present condition. The Lessee shall inspect the vehicle and notify the Lessor of any damage before use by the Lessee and at the time the vehicle is returned. In addition the Lessee shall remove any trash and other items and return the school vehicle in broom clean condition.

The Lessor hereby agrees that the motor vehicle(s) heretofore described will be used only for the designated purpose(s): (Check all provisions that apply)

	(a) any senior citizens center or organization that is recognized and funded by the office for the aging;
	(b) any non-profit incorporated organization serving senior citizens;
	(c) any non-profit incorporated organization serving the physically or mentally handicapped;
<u>x</u> _	(d) any not-for-profit organization that provides recreation, youth services, or the operation of playgrounds or neighborhood recreation centers;
	(e) any municipal corporation, as defined in the general construction law;
	(f) any not-for-profit organization providing transportation services in rural counties as defined in section seventy-three-c of the transportation law for children participating in the agricultural child care program authorized by the agriculture and markets law; and
	(g) an operator of a coordinated public transportation service, as defined by <u>section</u> <u>seventy-three-c of the transportation law</u> , for the purpose of providing a portion of a coordinated public transportation service plan as authorized by article two-F of the transportation law.
	(h) any not-for-profit organization, community based organization, or educational or employment and training agency which provides education or employment and training services for youths and adults in a rural county, as defined by section seventy-three-c of the transportation law.
8 11	(i) any fire company as defined in <u>subdivision two of section three of the volunteer firefighters' benefit law</u> , or an ambulance company as defined in <u>subdivision two of section three of the volunteer ambulance workers' benefit law</u> .

The Lessee hereby agrees to reimburse the Lessor for any damage to each said school bus occurring while said school bus is in the possession of the Lessee under Lease which is not covered by the aforementioned insurance. This includes, but is not limited to, the approximate \$1000.00 collision, liability and/or comprehensive deductible of the aforementioned insurance.

The parties hereto agree to have any and all liability, personal injury, fire, extended coverage or any and all material damage insurance endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss resulting from personal injury or damage occurring to the property described herein:" and each party hereto hereby waives all claims for recovery from the other party for any loss for personal injury or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

The Lessee acknowledges receipt from the Lessor of a true copy of this lease which comprises the entire Lease Agreement between the parties and supersedes any and all other agreements respecting the school bus herein described.

ALL LEASE AGREEMENTS MUST BE APPROVED BY RESOLUTION OF THE BOARD OF EDUCATION PRIOR TO USE OF THE VEHICLE BY THE LESSEE.

IN WITNESS WHEREOF, Lessor and Lessee have executed this agreement in duplicate, one copy being delivered to and retained by both the Lessor and Lessee, on the day and year first above written.

Board of Education of the South Lewis Central School District County of Lewis, New York (Lessor)

Ву:	President of the Board of Education
	Lewis County Chamber of Commerce
	(Name of Lessee)
Ву:	(Signature of Lessee)

SOUTH LEWIS CENTRAL SCHOOLS

Non-School Group Request for Contracting of School Owned Vehicles (Information Sheet to be Attached to Lease)

Name of Person/Group/Organization Making Requ	1851: Lewis County Chamber of Commune
Contact Name: Anne Meriell	Date of Request: August Le, 16
Phone: 315 3712-2213	Email: anne lewiscounty chamber. of
	ete Suit, Louville My 13367
Destination: 8:00-10:00 Continua To the Lower Boat law	s Loop from Glenfuld Boat launch
Purpose of Trip: Shubble & R	ienst Eint
# of Adults:	# of Students:
Number and Type of Vehicles Requested: 2	School Buses
Name and Cell # of Supervising Adult: Ann	e Merrill 315 M
Number of other Supervising Adults;	

Date(s) of Trip: Overnight Drop & Return
Pick-Up Time and Location: 8:00 - at Colembial Boot Jaunch.
Return Time and Location: 10:30 at lawy boat launch in Lyons Falls
Special Requests:
One Merrill One Merrill 5/10/16 Requesting Name Requesting Signature Date
Insurance Requirements: Insurance coverage is required by section 1501-b of the Education Law and includes the cost of public liability and property damage insurance, fire insurance and compensation insurance of drivers and the cost of collision insurance in the amount of the value of the vehicle to protect the lessor. The cost of insurance coverage is included within the lease amount.

Lease Request Receiving Date:
Transportation Department Approval Date:
Board of Education Approval Date: