

SOUTH LEWIS NAMES CLASS LEADERS

Chad Luther, principal of the South Lewis Senior High School, Turin, proudly announces the class leaders for the Class of 2018.

Julianne Schindler, Dina Olmstead and Ciera Eagan will be recognized as the three students receiving the highest honors for the Class of 2018 at the June graduation ceremony at South Lewis High School.

Julianne is this year's Valedictorian with an overall average of 98.00. Julianne is the daughter of Bethany and Wayne Schindler, Jr. of 3933 East Road, Turin. Julianne has been very active in her high school years. She was a member of the school's volleyball team as well as a member of band and chorus. She is a member of the Students Against a Vanishing Environment, Falcon Friends and Sources of Strength. Julianne is a student sports writer for the *Journal and Republican* newspaper. She has been the class secretary for all four of her high school years and is the President of Spanish Club.

Academically, Julianne has been consistently on the high honor roll, a member of the National Honor Society and a Lions Club Scholar. Julianne has volunteered as a Red Kettle Bell-Ringer, worked at the Cream Cheese Festival, and participated in the Shop with a Cop program, and the Joy Bag Ministries, as well as many church activities. Julianne is also a recipient of the LeMoyne College Heights Award.

Julianne plans on attending Jefferson Community College and then transferring to SUNY Oswego after graduation to major in Early Childhood Education.

Dina Olmstead is this year's Salutatorian with an overall average of 97.14. Dina is the daughter of Renee and Mark Olmstead, 5317 North South Road, Brantingham. Dina has also been active in her high school years. She has been on the high honor roll consistently, a Lions Club Scholar and a member of Student Council.

Dina has been a senior band member, a member of mixed choir, select choir and has held major roles in the school musicals, receiving the Best Supporting Actress in the musical, *The Addams Family*.

She has been a member of the soccer team and a member of Students Against a Vanishing Environment (SAVE).

Her hobbies include ballroom dance lessons, writing, drawing and painting.

Dina has been a People to People Delegate where she represented the United States in seven different countries.

Outside of school, Dina works as a waitress and hostess at Trailside Restaurant. She plans to attend Siena College and major in writing.

Ciera Eagan is this year's Technical Honor Student with an overall average of 92.69. Ciera is the daughter of Melanie Parker-Eagan and Daniel Eagan, 5961 Main Street, Glenfield. Ciera is a member of Students Against a Vanishing Environment, National Honor Society and Falcon Friends. She has also been a student tutor.

Ciera has been a cheerleader for four years, serving as team captain for her junior and senior year.

Ciera is very active in the community. She has volunteered at the Cream Cheese Festival, school concessions, Open House, blood drives and Christmas caroling at nursing homes.

She plans to attend Elmira College for nursing.

Graduation will be held at the South Lewis High School on June 23, 2018 at 9 a.m. in the school gymnasium.

Manya C. Bouteneff, EdD
Better Outcomes Research
M/WBE certified
27 North Central Avenue, 5A
Hartsdale, NY 10530
manya@betteroutcomes-llc.com
914-500-9976



March 2, 2018

Dear Mr. Premo,

The schools named on the enclosed certificates have been identified as among the top 21% of eligible NYS public schools for the achievement of its students in poverty, meeting all criteria of the *Beating the Odds, Building Opportunities* research study*.

You may wish to present these certificates to honor the work and commitment of the staff that made this possible.

The second phase of the study is to interview superintendents and principals of the identified schools to learn what strategies or actions they believe led them to this level of success. I will reach out to you this month to ask for your participation.

The results of the study will be shared at the second annual *Beating the Odds, Building Opportunities Conference* and on the Better Outcomes website.

I wish you all the best in your continued leadership,

Manya C. Bouteneff, EdD
Executive Director

****Beating the Odds, Building Opportunities Criteria:***

The 243 Schools that met all criteria have

- 25% or more Economically Disadvantaged (ED) students scoring 3 or 4 on the 2016 ELA;
- 65% or more ED students scoring 2, 3, or 4 on the 2016 ELA;
- no admissions criteria or school choice within their district.

These schools were identified from among 1128 NYS public schools that have

- 40% or more ED students;
- 30 or more ED test-takers, and
- exclude NYC and charter schools.

Success for traditionally underperforming demographic groups

BETTER OUTCOMES RESEARCH

CERTIFIES THAT

Glenfield Elementary School

has been identified as a school that is
boosting the achievement of
Economically Disadvantaged Students

Beating the Odds and Building Opportunities

3/18

Based on demographic data and
NYS ELA results Spring 2017

2017-2018



Marya C. Bourteneff

Marya C. Bourteneff, EdD
Executive Director
Better Outcomes Research

BETTER OUTCOMES RESEARCH

CERTIFIES THAT

Port Leyden Elementary School

has been identified as a school that is
boosting the achievement of
Economically Disadvantaged Students

Beating the Odds and Building Opportunities

2017-2018

Manya C. Bourenoff, EdD

Executive Director

Better Outcomes Research



Based on demographic data and
NYS ELA results Spring 2017

3/18

DOUGLAS PREMO

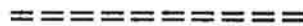
From: Manya C. Bouteneff <manyabouteneff@betteroutcomes-llc.com>
Sent: Friday, March 16, 2018 8:39 AM
To: DOUGLAS PREMO
Subject: Schools Successful With Students in Poverty



Better Outcomes Research

***Boosting the Achievement of Traditionally
Underperforming Demographic Groups***

**Please participate in our study on NYS public schools, like yours,
who are successful with students in poverty**



We hope you have received certificates in the mail, honoring the schools in your district that met study criteria.

Our goal is to replicate last year's research on what successful schools are doing.

May we schedule a phone interview with the school principals to identify the strategies or actions to which the school attributes its success? It is so important to learn from schools that are beating the odds and building opportunities for students in poverty.

Please let us know how best to schedule a time to talk.

We will share the results of the research at the second annual Beating the

Odds Building Opportunities conference, and to with all participants by email.

Thank you,
Manya C. Bouteneff, EdD
Executive Director, Better Outcomes Research

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**BOARD OF COOPERATIVE EDUCATIONAL
SERVICES OF THE SOLE SUPERVISORY
DISTRICT OF THE COUNTIES OF
JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA**

**BALLOT FOR ELECTION TO THE BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

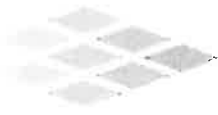
Three (3) vacancies exist on the Board of Cooperative Educational Services to be filled at the annual election to be held in component school districts on April 18, 2018. Three (3) candidates have been nominated to fill these three vacancies. The members of the Board of Education of each component school district vote as a block by adopting a resolution and casting one (1) vote for each of the three vacancies to be filled. No more than one vote may be cast for any candidate. Each vacancy is for a three (3) year term of office (July 1, 2018-June 30, 2021). The three (3) candidates receiving the highest number of votes will be elected to the BOCES. No more than one person residing in a particular component school district may be elected to serve on the Board of Cooperative Educational Services at one time, except as provided in Education Law §1950 (2-a). The District Clerk, or other officer authorized to certify that a Board resolution has been adopted, shall complete this ballot by placing an ("X") next to the names of each candidate for whom a vote has been cast, and by completing the certification at the bottom of the ballot. Candidates are listed in the order in which their nominations were received along with their address and school district of residence:

Each component Board of Education may vote for three (3) candidates listed below:

Mr. Lynn A. Murray
31721 NYS Route 12
Copenhagen, NY 13626
Copenhagen Central School District

Mr. Michael F. Young
5344 Clinton Street
Lowville, NY 13367
Lowville Academy & Central School District

Dr. Sandra Young-Klindt
25325 State Route 180
Dexter, NY 13634
General Brown Central School District



Madison-Oneida

Board of Cooperative Educational Services

Lead ♦ Partner ♦ Innovate ♦ Excel

Celebrating 50 years
1968-2018

CENTRAL ADMINISTRATION
Phone: 315.361.5510 ♦ Fax: 315.361.5517

JACKLIN G. STARKS, District Superintendent, jstarks@moboces.org
PATRICIA VACCA, Assistant Superintendent for Curriculum and Instruction, pvacca@moboces.org
SCOTT BUDELMANN, Assistant Superintendent for Administrative Services, sbudelmann@moboces.org

To: Superintendents

From: Scott Budelmann, Assistant Superintendent for Administrative Services
Madison-Oneida BOCES

Date: March 19, 2018

Re: Participation in RIC Bids with Non-General Fund Dollars

ANS

The Mohawk Regional Information Center helps school districts purchase hardware and software to complement school technology plans, regardless of the source of funding or the source of state aid. Additionally, the MORIC provides installation and support services to school districts to ensure consistency with existing technology, follow-through on the function of the equipment, and on-going support and accountability.

When these purchases are made with building aid funds, hardware aid funds, and/or grant funds instead of general funds, they do not qualify for BOCES aid and the district retains ownership of the items purchased. "BOCES" should not be listed as a vendor on Final Cost Reports for building projects.

Here is the process by which a school district can participate in a RIC bid with non-general fund dollars:

- A. A district can purchase from the MORIC regional bids for technology and software using non-general fund dollars by having the Board of Education approve the attached Cooperative Bidding Resolution. In this way, each local district may cut a purchase order directly to each vendor. The purchase order needs to list the Mohawk Regional Information Center bid number and a copy of the purchase order is sent to the Mohawk Regional Information Center by the district. Your assigned Mohawk Regional Information Center Technology Planning Specialist can work with you on all the details.
- B. When the equipment arrives, the district calls the Mohawk Regional Information Center for installation. The installation service cost will be provided through the established instructional or management Mohawk Regional Information Center CoSer depending on the equipment purchased. "Building aidable" equipment

tag on the equipment. The equipment is owned and insured by the district and not the Mohawk Regional Information Center because the district used grant and/or building project monies. However, the equipment is connected to district networks and other equipment made available through BOCES aidable CoSers.

If you wish to participate in the regional technology bid with non-general fund dollars, please send the attached yearly Cooperative Bid Resolution to Heather Mahoney, Director of the Mohawk Regional Information Center, by May 18, 2018.

Please do not hesitate to contact us if you have any questions or concerns.

Thank you.

Attachment

C: Heather Mahoney, Director of Mohawk Regional Information Center
Lisa Decker, Director of Finance
Charles Cowen, Oneida BOCES, Assistant Superintendent, Administrative Services
Mark Deierlein, Herkimer BOCES, Executive Director of Business Operations
Michele Traynor, Jefferson-Lewis BOCES, Assistant Superintendent for Business

Note: Some data elements of the Property Tax Report Card have been revised or renamed to more closely follow the Property Tax Cap calculations districts complete on the Office of the State Comptroller website. Please see the Help text above for definitions. Additional guidance on the Property Tax Levy Limit is available on the Office of Educational Management Services website: <http://www.p12.nysed.gov/mgt/serv/propertytax/taxcap/>.

Please also submit an electronic version (PDF or Word) of your school district's 2018-19 Budget Notice to: emscmgt@nysed.gov. This will enable us to help correct any formula or data entry discrepancy quickly.

Form Due - April 23, 2018

Form Preparer Name:
Preparer's Telephone Number:

BARRY YETTE
315-348-2500

Shaded Fields Will Calculate	Budgeted 2017-18 (A)	Proposed Budget 2018-19 (B)	Percent Change (C)
Total Budgeted Amount, not including Separate Propositions	25,185,830	25,559,993	1.49 %
A. Proposed Tax Levy to Support the Total Budgeted Amount ¹	8,346,897	8,511,330	
B. Tax Levy to Support Library Debt, if Applicable			
C. Tax Levy for Non-Excludable Propositions, if Applicable ²			
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy, if Applicable			
E. Total Proposed School Year Tax Levy (A+B+C-D)	8,346,897	8,511,330	1.97 %
F. Permissible Exclusions to the School Tax Levy Limit	166,573	147,210	
G. School Tax Levy Limit, <u>Excluding</u> Levy for Permissible Exclusions ³	8,308,755	8,429,046	
H. Total Proposed Tax Levy for School Purposes, <u>Excluding</u> Permissible Exclusions and Levy for Library Debt, Plus Prior Year Tax Cap Reserve (E-B-F+D)	8,180,324	8,364,120	
I. Difference: (G-H);(negative value requires 60.0% voter approval) ²	128,431	64,926	
Public School Enrollment	1,026	1,001	-2.44 %
Consumer Price Index			2.13 %

¹ Include any prior year reserve for excess tax levy, including interest.

² Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirements.

³ For 2018-19, includes any carryover from 2017-18 and excludes any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2017-18 (D)	Estimated 2018-19 (E)
Adjusted Restricted Fund Balance	564,943	572,000
Assigned Appropriated Fund Balance	1,389,409	1,389,409
Adjusted Unrestricted Fund Balance	1,980,159	1,785,000
Adjusted Unrestricted Fund Balance as a Percent of the Total Budget	7.86 %	6.98 %

Schedule of Reserve Funds

Reserve Type	Reserve Name	Reserve Description *	3/31/18 Actual Balance	6/30/18 Estimated Ending Balance	Intended Use of the Reserve in the 2018-19 School Year*(Limit 200 Characters)
Capital ±		For the cost of any object or purpose for which bonds may be issued.			

Repair	REPAIR RESERVE	For the cost of repairs to capital improvements or equipment.	65178	65422	Emergency infra-structure repairs
Workers Compensation		For self-insured Workers Compensation and benefits.			
Unemployment Insurance	UNEM INS RESERVE	For reimbursement to the State Unemployment Insurance Fund.	101329	101709	Unemployment claims exceeded budgeted
Reserve for Tax Reduction		For the gradual use of the proceeds of the sale of school district real property.			
Mandatory Reserve for Debt Service		For proceeds from the sale of district capital assets or improvement, restricted to debt service.			
Insurance		For liability, casualty, and other types of uninsured losses.			
Property Loss ±		To cover property loss.			
Liability ±	LIABILITY & CASUALTY RE	To cover incurred liability claims.	63712	63952	Emergency claim not covered by insurance
Tax Certiorari		For tax certiorari settlements.			
Reserve for Insurance Recoveries		For unexpended proceeds of insurance recoveries at fiscal year end.			
Employee Benefit Accrued Liability	EBLAR RESERVE	For accrued 'employee benefits' due to employees upon termination of service.	312332	313502	Employee retirement incentives per
Retirement Contribution		For employer retirement contributions to the State and Local Employees' Retirement System.			
Reserve for Uncollected Taxes		For unpaid taxes due certain city school districts not reimbursed by their city/county until the following fiscal year.			
Single Other Reserve ±					

***Provide a brief, but specific, statement of the planned use and appropriation for the reserve in SY 2018-19. Mention any capital expenditures that will need to be voted upon in the upcoming Budget Vote.**

Save	Reset	Save & Ready
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School District Budget Notice

Overall Budget Proposal	Budget Adopted for the 2017-18 School Year	Budget Proposed for the 2018-19 School Year	Contingency Budget for the 2018- 2019 School Year *
Total Budgeted Amount, Not Including Separate Propositions	\$ 25,185,830	\$ 25,559,993	\$ 25,499,991
Increase/Decrease for the 2018-19 School Year		\$ 374,163	\$ 314,161
Percentage Increase/Decrease in Proposed Budget		1.46 %	1.23 %
Change in the Consumer Price Index		2.13%	
A. Proposed Levy to Support the Total Budgeted Amount	8,346,897	8,511,330	
B. Levy to Support Library Debt, if Applicable			
C. Levy for Non-Excludable Propositions, if Applicable **			
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy			
E. Total Proposed School Year Tax Levy (A + B + C - D)	8,346,897	8,511,330	
F. Total Permissible Exclusions	\$ 166,573	\$ 147,210	
G. School Tax Levy Limit, <u>Excluding</u> Levy for Permissible Exclusions	\$ 8,308,755	\$ 8,429,046	
H. Total Proposed School Year Tax Levy, <u>Excluding</u> Levy to Support Library Debt and/or Permissible Exclusions (E - B - F + D)	\$ 8,346,897	\$ 8,511,330	
I. Difference: G - H (Negative Value Requires 60.0% Voter Approval - See Note Below Regarding Separate Propositions) **	\$ 128,431	\$ 64,296	
Administrative Component	\$ 2,427,286	\$ 2,457,635	\$ 2,457,635
Program Component	\$ 18,213,937	\$ 18,558,766	\$ 18,498,764
Capital Component	\$ 4,544,607	\$ 4,583,592	\$ 4,583,592

\$60,002 of proposed equipment would be eliminated under a contingency budget. The district would also be required to charge outside groups and organizations for the use of facilities under a contingency budget.

** List Separate Propositions that are not included in the Total Budgeted Amount: (Tax Levy associated with educational or transportation services propositions are not eligible for exclusion and may affect voter approval requirements)

Description	Amount

NOTE: Please submit an electronic version (Word or PDF) of this completed form to: emscmgts@nysed.gov

Under the Budget Proposed
for the 2018-19 School Year

Estimated Basic STAR Exemption Savings¹

\$ 389.00

The annual budget vote for the fiscal year 2018-19 by the qualified voters of the South Lewis school district, Lewis County, New York, will be held at High School school(s) in said district on Tuesday, May 15, 2018 between the hours of 12:00 PM and 8:00pm, prevailing time in the Music Suite school(s), at which time the polls will be opened to vote by voting ballot or machine.

1. The basic school tax relief (STAR) exemption is authorized by section 425 of the Real Property Tax Law.

**BOARD OF EDUCATION OF THE SOUTH LEWIS CENTRAL SCHOOL DISTRICT
AND HAND IN HAND EARLY CHILDHOOD CENTER
PARTNERSHIP AGREEMENT**

This Partnership Agreement ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the Board of Education of the South Lewis Central School District ("SLCSD" or "District") having its principal office at 4264 East Road, Post Office Box 10 Turin, New York 13473 and the Hand In Hand Early Childhood Center ("HIH") having its principal office at 5780 Brookside Circle, Lowville, New York 13367 on the terms and conditions that follow:

RECITALS

WHEREAS, the Glenfield Elementary School and Port Leyden Elementary School are owned by the Board of Education of the South Lewis Central School District, and

WHEREAS, the use of public school buildings and facilities are permitted to be used for child care purposes in accordance with Education Law §414; and

WHEREAS, the South Lewis Central School District has applied for and received an Extended School Day/School Violence Prevention (ESD/SVP) grant from the New York State Education Department in the amount of \$ 350,000.00 to fund in part an after school program; and

WHEREAS, a maximum amount not to exceed \$43,000.00 shall be allocated to the after school child care program; and

WHEREAS, HIH desires to implement and operate an after school program known as the Hand in Hand After School Program at the Glenfield Elementary School in Glenfield, New York and Port Leyden Elementary School in Port Leyden, New York; and

WHEREAS, HIH desires to use a portion of the Facilities for an after school child care program purposes; and

WHEREAS, SLCSD desires to continue to use the Facilities for educational and instructional purposes as an elementary school for students residing in the school district; and

WHEREAS, SLCSD and HIH have agreed to enter into an Operating Agreement for the use of portions of the Facilities pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

SUBJECT OF AGREEMENT

A. Purpose

The purpose of this Agreement shall be to set forth the terms and conditions for the implementation of the Hand in Hand After School Program by HIH and SLCSO.

B. Location

The location of the Facilities shall be at the Glenfield Elementary School and Port Leyden Elementary School locations.

ARTICLE II

Funding and Adherence to Grant Conditions and Requirements

A. Funding

The Hand in Hand After School Program is funded by an appropriation from the Extended School Day/School Violence Prevention (ESD/SVP) grant provided to the South Lewis Central School District from the New York State Education Department. The maximum amount of the appropriation to HIH for operation of the Hand in Hand After School Program is \$43000.00 for the term of this agreement.

B. Payments

SLCSO agree to pay HIH an initial amount of \$5,000.00 on or before September 1, 2018, and shall pay additional amounts as invoiced by HIH for services provided during the term of this agreement up to the maximum amount. HIH shall invoice SLCSO monthly at the completion of each month's services and SLCSO agree to make monthly payments within thirty (30) days of the receipt of HIH's invoice.

C. Adherence to Grant Requirements

1. SLCSO and HIH agree to adhere to any grant requirements governing the Hand in Hand After School Program.
2. HIH shall not invoice the SLCSO for any expenditures that are unapproved. In the event that an audit identifies expenditures that are not approved, HIH agrees to reimburse SLCSO.

ARTICLE III

Responsibilities

A. SLCSD Provision of Space and Facilities

SLCSD hereby provides space and facilities in the Glenfield Elementary School and Port Leyden Elementary School to HIH as described herein, together with the right of access as specified by SLCSD at the location described in Article I, B. Title to the Premises shall remain in SLCSD. The lease shall be for a period of one (1) year.

B. SLCSD Responsibilities

1. Assurance the availability of clean spaces for the Hand in Hand After School Program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space. The number of students involved in the program: 20 Port Leyden elementary students and 20 Glenfield elementary school students and space needs to be adequate for these participation levels.
2. Supply adequate and appropriate space for the after school program materials and equipment.
3. Facilitate the provision of full custodial services at no cost.
4. Work cooperatively with the research and evaluation component of the Hand in Hand Program. This may include, but not limited to, sharing school profiles and relevant data available in the public domain.

C. Responsibilities of HIH

1. Communicate and provide information to the school about the Hand in Hand After School Program through scheduled meetings.
2. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to Board of Education and Health Department standards.
3. Recruit, employ, and train all program staff in cooperation with the school.
4. Ensure that all applicable local and state requirements for staff clearances are met.
5. Ensure that all after-school program staff are fingerprinted and cleared by the Department of Health through the child abuse registry.

6. Manage the day-to-day operations of the program and notify the school of any problems, issues, and concerns in a timely fashion.
7. Assure the availability of clean spaces for the after-school program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space.
8. Attend school staff meetings as determined by the school principal.
9. Make staff available for in-service trainings throughout the school year and arrange for appropriate substitute coverage.
10. Invite designated school staff to attend after-school staff meetings
11. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after school program, and keeping spaces used by the after school program clean.
12. Facilitate the provision of full custodial services at no cost to the Hand in Hand After School Program.
13. Develop protocol for emergency notification of parents and/or guardians.
14. Establish procedures for the safe keeping and safe transport of children after school hours.
15. Ensure that the staff onsite during program hours are trained in CPR, First Aid, and medical emergencies.
16. Maintain appropriate insurance coverage as set forth in the grant contract and as required by SLCSO.

D. Joint Responsibilities of SLCSO and HIH

1. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
2. Structure and facilitate meaningful communications between the school staff and the Hand in Hand Program. Provide on-going opportunities for the school staff and Hand in Hand staff to plan, coordinate, and integrate curricular areas with after school activities.
3. Hold regularly scheduled meetings between the staff of the Hand in Hand Program and the school principal, as well as other appropriate personnel, to

discuss all issues pertaining to the Hand in Hand Program. Issues would include, but not limited to, staff performances, effectiveness of program features, student development, and other issues of program evaluation.

4. Develop mechanisms and opportunities to communicate on a regular basis with both parents and family members of the program's students, including information regarding the after-school program that is accessible in a public space.
5. Recruit, select, and enroll student participants in the Hand in Hand Program and disseminate procedural information widely.

ARTICLE IV

OWNERSHIP OF IMPROVEMENTS

For the duration of the Lease, and any extension thereof, SLCSO shall continue to own the real property, buildings, improvements and fixtures. On termination or expiration of the Lease and Partnership Agreement, HIH shall have the right to remove personal property owned by HIH that is not permanently affixed to the buildings or real property. All other external improvements shall be owned by SLCSO. In the event HIH is unable or unwilling to remove the personal property due to lack of funds or any other reason within sixty (60) days of termination or expiration, the ownership of said personal property shall vest in SLCSO. HIH shall execute such documents as necessary to perfect vesting of title to SLCSO.

ARTICLE V

OPERATION AND MAINTENANCE

A. Maintenance

SLCSO will maintain in good order and condition the Facilities throughout the term of this Agreement.

All costs and fees incurred with respect to maintenance will be borne by SLCSO.

B. Utilities

All utility costs, which serve the Facilities, will be borne by SLCSO.

C. Custodial, Grounds, Care and Security

SLCSO, at its sole cost and expense, shall provide all custodial, grounds maintenance and snow removal related to the buildings and grounds, and shall provide for security, including an alarm and fire system connected to system. Any contracts for services, including any security contract for surveillance or installation of security equipment,

shall be borne by SLCSO and shall be subject to review by HIH. All SLCSO authorized personnel providing services, including vendors, shall be adequately screened by SLCSO and shall be supervised by SLCSO staff.

D. Capital Improvements

To the extent, during the lease term or term of the Partnership Agreement, any capital improvements that must be made, as opposed to ordinary maintenance and repair, such capital improvements shall be contracted for and made at the expense of HIH. SLCSO may provide input and must approve the installation of all capital improvements.

E. Operations

1. Use of Facilities by HIH.

- a. Classroom Facilities. HIH will be permitted to use designated classrooms in the Glenfield Elementary School and Port Leyden Elementary buildings primarily for instruction of children enrolled in the After School Program.
- b. Hiring and Screening of HIH Staff. HIH shall screen all employees, both full and part time, and shall conduct background and criminal checks as required by Social Services Law and any other applicable laws or policies.
- c. Hours of Operation of Facility. During school days, the hours of operation of the Facility shall generally be 3 pm – 6 pm. During non-school days, including School holidays and summer weekdays, the Facility's hours of operation shall generally be 3 pm to 6 pm. These hours of operation may be adjusted from time to time as agreed upon between SLCSO and HIH.
- d. The Facilities shall not normally be open on Saturdays, Sundays or some designated holidays. In the case of special events, the hours of operation may be modified on a case-by-case basis as agreed to by HIH and SLCSO.
- e. SLCSO's Right to Exclude Staff or Facility User. Notwithstanding the hiring and disciplinary policies of HIH's employees or consultants, SLCSO reserves the right to exclude from the Facility and the Campus any such employee or consultant who engages in disruptive conduct at the Facility or on SLCSO property, or whether or not at the Facility or on SLCSO property, engages in conduct constituting moral turpitude whether or not convicted of a criminal offense. SLCSO shall have the right to exclude any user of the Facility engaging in disruptive conduct or commits vandalism either to the Facility or to SLCSO property.
- f. Public Relations; Press Releases. Any press releases or public relations

related to the Facility (excluding its day-to-day programs and/or operations) shall be coordinated with SLCSO before release or dissemination.

- g. **Access to Facilities.** SLCSO and its authorized representatives, shall have emergency access to the Facilities at all times. Except in the case of an emergency, HIH shall be notified in advance by SLCSO representatives, if possible, seeking access if the Facilities are closed. The purpose for SLCSO access shall be to ensure security, integrity, maintenance and cleaning of the Facilities and to assure that the Facilities are being operated in compliance with the schedule specified in this Agreement.
- h. **No Assignment of Rights or Obligations.** For the duration of this Agreement, including any extensions, HIH shall have no authority to assign its rights or obligations or to sublet the Facilities, any SLCSO property, or any buildings or equipment on SLCSO property. HIH shall be permitted to allow third parties to use the Facilities if approved in writing by and only under the supervision, direction and control of HIH. SLCSO shall be notified at least five business days in advance of the requested third party use and SLCSO shall have the option to refuse consent for the requested use.
- i. HIH will be responsible for obtaining all required licenses and permits to operate the child care programs.

2. Use of Facilities by SLCSO.

- a. **Classroom Facilities.** SLCSO will be permitted to continue to use the classrooms or other space in the Facilities used by HIH during its designated hours of use when such use will not disrupt HIH activities.
- b. **SLCSO's Right to Exclude Staff or Facilities User.** Notwithstanding the hiring and disciplinary policies of HIH's employees or consultants, SLCSO reserves the right to exclude from the Facilities and the real property of SLCSO any such employee or consultant who engages in disruptive conduct at the Facilities or on SLCSO property, or whether or not at the Facilities or on SLCSO property, engages in conduct constituting moral turpitude whether or not convicted of a criminal offense. SLCSO shall have the right to exclude any user of the Facilities engaging in disruptive conduct or commits vandalism either to the Facilities or to SLCSO property.
- f. **Public Relations; Press Releases.** Any press releases or public relations related to the Facilities (excluding its day-to-day programs and/or operations) shall be coordinated with SLCSO before release or dissemination.

ARTICLE VI

INSURANCE AND INDEMNITY

A. HIH Insurance Requirements

At all times during the operation of the Facilities, HIH shall provide, and at no time allow to lapse, the following insurance which shall have an effective date to cover any liability as described below:

1. **Liability Insurance.** HIH shall include the SLCSO and the indemnitees set forth in the indemnification provision of this Agreement as additional insureds by causing endorsements or amendatory riders to be attached to the insurance policies described below. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnitees. Said amendatory riders or endorsements shall indicate that as respects the Indemnitees, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies. The policies shall include a waiver of subrogation. HIH shall provide SLCSO with a Certificate of Insurance with the coverages specified below and any necessary amendatory endorsements in a form acceptable to SLCSO.

HIH shall maintain, at its own expense, the following insurance coverages, insuring HIH, its employees, agents, officers and Board members and the Indemnitees as required herein, which insurance shall be placed with insurance companies licensed and authorized to conduct business in New York State and rated at least "A-" by Best's Key Rating Guide and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies as evidenced by return receipt of United States certified mail:

- (a) Comprehensive General Liability Insurance (including Broad-Form contractual liability and completed operations, explosion, collapse and underground hazards) in the amount of one million dollars (\$1,000,000.00) per occurrence/ \$2,000,000.00 general aggregate covering personal injury, bodily injury and property damage.
2. **Workers' Compensation and Related Employee Insurance.** HIH shall maintain workers' compensation insurance and other insurance as required by law for its employees. SLCSO shall maintain worker's compensation and other insurance as required by law for its employees.
3. **Use of Insurance Proceeds.** In the event of a casualty loss, HIH and SLCSO shall meet and confer to determine whether the affected Facility shall be rebuilt. If the affected Facility is not to be replaced, provided that all demolition and removal and restoration of the site is completed by SLCSO, SLCSO shall be

entitled to the insurance proceeds for the loss. If SLCSO declines or fails to restore the affected Facility to its original condition, SLCSO shall be entitled, and HIH hereby agrees, to direct that any insurance proceeds be released to SLCSO.

C. Indemnity

- 1. Indemnity Arising from HIH Activity or Operation of Facility.** HIH shall defend, indemnify and hold harmless SLCSO, its Board of Education, its members, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of (1) HIH's use of the Facilities, the site or any portion of SLCSO property, (2) the use of the building or equipment constructed or installed and located on the site, the premises or any portion of SLCSO property in violation of the terms of this Agreement, or (3) any negligent act or omission of HIH, its officers, employees, agents, volunteers, or anyone for whose acts HIH may be liable in connection with the use of the Facilities. This duty to defend, indemnify and hold harmless shall include any liability arising out of the use, operation, supervision, and/or maintenance of (1) the Facilities and any equipment thereon, (2) any HIH equipment used on the Facilities or any other portion of SLCSO property, (3) any SLCSO equipment used by HIH on the Facilities or any other portion of SLCSO property, and (4) any SLCSO building used by HIH or used in HIH activities if permitted by SLCSO.
- 2. Indemnity Arising from SLCSO Use of the Facilities.** SLCSO shall defend, indemnify and hold harmless HIH, its Board of Directors, its Directors, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of (1) SLCSO 's use of the Facilities, (2) the use of equipment at the Facilities; or (3) any negligent act or omission or the willful misconduct of SLCSO, its officers, employees, agents, volunteers, or anyone for whose acts SLCSO may be liable in connection with the use of the Facilities. This duty to defend, indemnify and hold harmless shall include any liability arising out of the use, operation, supervision, and/or maintenance of (1) the Facilities and any equipment thereon by SLCSO, (2) any SLCSO equipment used on the Facilities by SLCSO, (3) any HIH equipment used by SLCSO on the Facilities, and (4) any HIH space or rooms used by SLCSO or used in SLCSO activities.

ARTICLE VII

DEFAULT AND TERMINATION

A. Default

In the event SLCSO breaches any provision of the Agreement it shall be in default. In the event of default, SLCSO shall be given a reasonable cure period, not to exceed sixty (60) calendar days unless extended in writing by HIH, to cure the default after written notice is given to SLCSO. In the event such violation requires more than sixty (60) days to cure, under a reasonable cure period shall be extended provided SLCSO is in good faith continuing the process to cure.

In the event HIH breaches any provision of the Agreement it shall be in default. In the event of default, HIH shall be given a reasonable cure period, not to exceed thirty (30) calendar days unless extended in writing by SLCSO, to cure the default after written notice is given to HIH. In the event such violation requires more than 30 days to cure, under a reasonable cure period shall be extended provided HIH is in good faith continuing the process to cure.

B. Termination

Failure to cure the default shall render SLCSO in substantial breach of its obligations and shall entitle HIH to exercise any of its remedies in equity or at law including immediate termination of the Agreement and the Lease.

Failure to cure the default shall render HIH in substantial breach of its obligations and shall entitle SLCSO to exercise any of its remedies in equity or at law including immediate termination of the Agreement and the Lease.

C. Termination Without Cure Period

There shall be no cure period and the contract shall be terminated immediately on the following event or events:

1. **Assignment of Assets for the Benefit of Creditors.** If HIH assigns all or substantially all of its assets for the benefit of creditors, this Agreement shall be immediately terminated.
2. **Assignment of Interest in Agreement.** If HIH or SLCSO assigns any of its rights, duties or obligations under the Agreement, this Agreement shall be immediately terminated.
3. **Filing a Petition of Bankruptcy.** A voluntary or involuntary, filing for bankruptcy by HIH shall be cause for immediate termination of the Agreement

without notice or further action by SLCSO.

4. **Abandonment of Facilities.** If HIH, for any reason abandons the Facilities, the Agreement shall be terminated. If SLCSO, for any reason closes Facilities, the Agreement shall be terminated.
5. **Termination by Expiration of Lease or Partnership Agreement.** If not earlier terminated with or without cause, this Agreement shall terminate upon the expiration of Partnership Agreement or any extension thereof.

D. Termination of Lease

1. Upon termination of the Lease or Partnership Agreement, this Agreement shall terminate and title to the Facilities, less reasonable wear and tear, shall remain vested in SLCSO.

ARTICLE VIII

TAXES, ASSESSMENTS AND ENCUMBRANCES

A. Taxes

HIH shall be responsible for any real property taxes, sales taxes, use taxes, or possessory interest taxes to the extent HIH is liable for use of tax-exempt property. SLCSO shall be responsible for any assessments related to its use of the Premises and Facilities, if any.

B. Other Fees

Any fees, whether or not characterized *as* assessments, including any entitlement or processing fees related to the construction of the Facility whether paid to local, county or state government related to the Facility shall be the responsibility of SLCSO.

C. Encumbrances

The Facilities are on tax-exempt property. HIH shall not seek to encumber or otherwise place a lien on the Premises as security for a monetary encumbrance or for the performance of a HIH obligation.

ARTICLE IX

DISPUTE RESOLUTION

A. Mediation

The parties shall attempt informal, and if so agreed, formal mediation regarding any dispute arising out of this Agreement.

B. Litigation

In the event that the parties are unable to resolve any outstanding dispute, any litigation shall be in Lewis County Supreme Court, Lowville, New York.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. Captions

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define the scope or the extent of this Agreement or the construction of any provision.

B. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. A facsimile or copy shall be as valid as an original.

C. Entire Agreement; Exhibits

This Agreement, including all exhibits, along with the Real Estate Lease, constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement and the Real Estate Lease. All prior understandings, terms or conditions, including any memorandums of understanding (MOU's) are modified by this Agreement and the Real Estate Lease.

D. Interpretation

This Agreement shall be interpreted in accordance with the laws of the State of New York. This Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party. The rule of construction that the contract is to be strictly interpreted against the drafter shall not apply. Each party herein shall be

construed as co-drafters.

E, Other Documents

The parties agree to cooperate fully in carrying out the terms and conditions of this Agreement, including the execution of such other documents that may be necessary to carry out the purpose and intent of this Agreement.

F. Modification of Agreement

This Agreement may only be modified in writing duly executed and ratified by the parties.

G. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Neither HHH nor SLCSO shall not assign any rights, duties or obligations, including its Lease, under this Agreement. Breach of this provision shall constitute a default and shall be grounds for an immediate termination.

H. Severability

If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

EXECUTION

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date herein above inscribed.

**SOUTH LEWIS CENTRAL
SCHOOL DISTRICT**

**HAND IN HAND CHILD
CARE CENTER**

President, Board of Education

President, Board of Directors

Agreement, and all attached exhibits, ratified by the Board of Education of the South Lewis Central School District on _____ 2018 at its regular Board of Education meeting.

Clerk, Board of Education

Agreement, and all attached exhibits, ratified by the Board of Directors of Hand in Hand Child Care Center on _____ 2018 at its regular Board of Directors meeting.

Secretary, Board of Directors

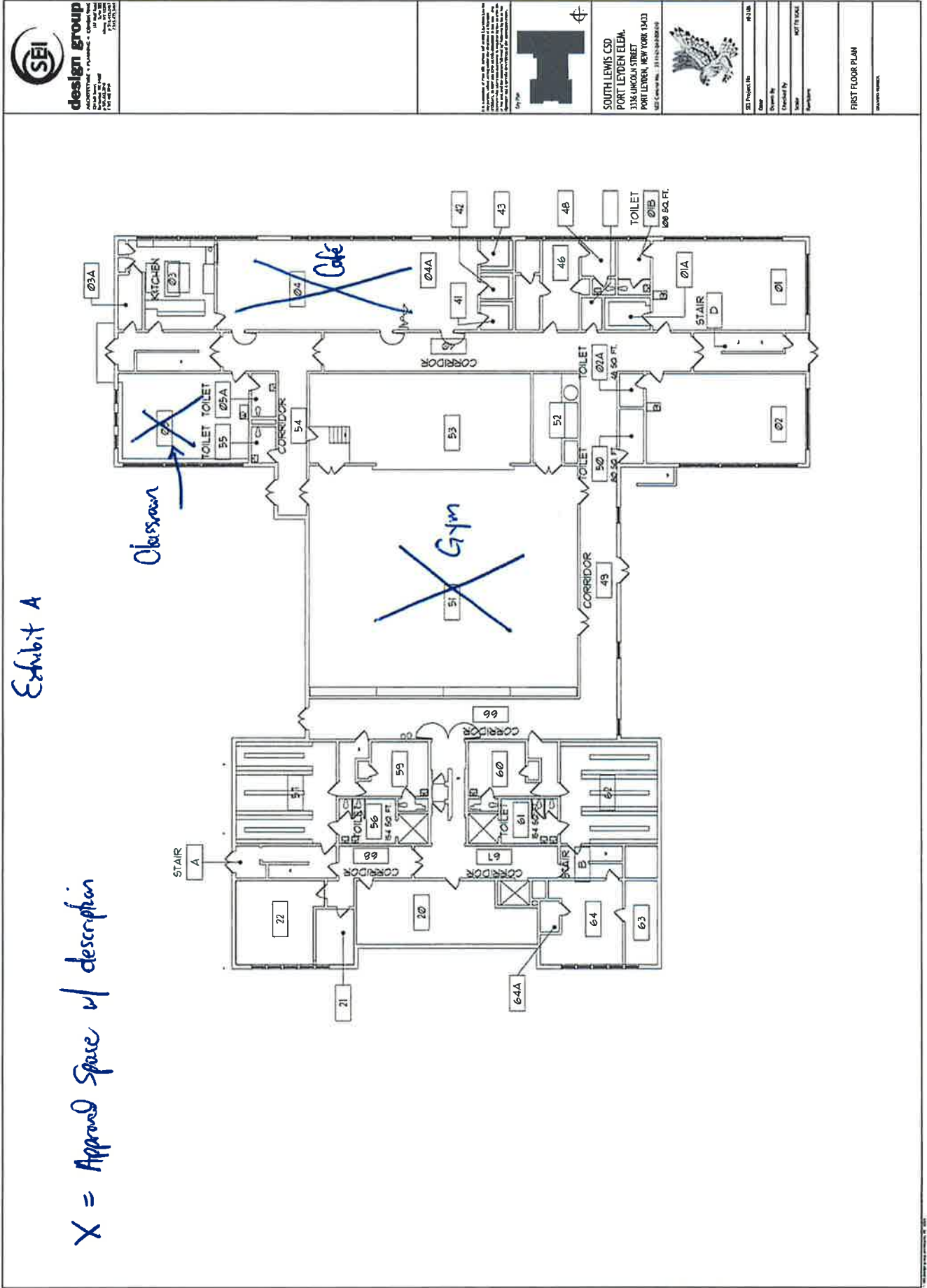
SCHEDULE OF EXHIBITS

Exhibit A - Diagram and Description Depicting Facilities Locations.

Port Leyden Elementary

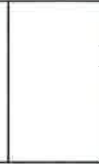
Exhibit A

X = Approx Space w/ description



design group
ARCHITECTURE • PLANNING • ENGINEERING
1000 W. 14TH STREET
SUITE 200
LEWISVILLE, OHIO 44041
440.390.1234
WWW.DESIGNGROUPINC.COM

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PORT LEYDEN ELEM.
338 UNION STREET
PORT LEYDEN, NEW YORK 1403
S&S CONSULTING, 3112-948-0019



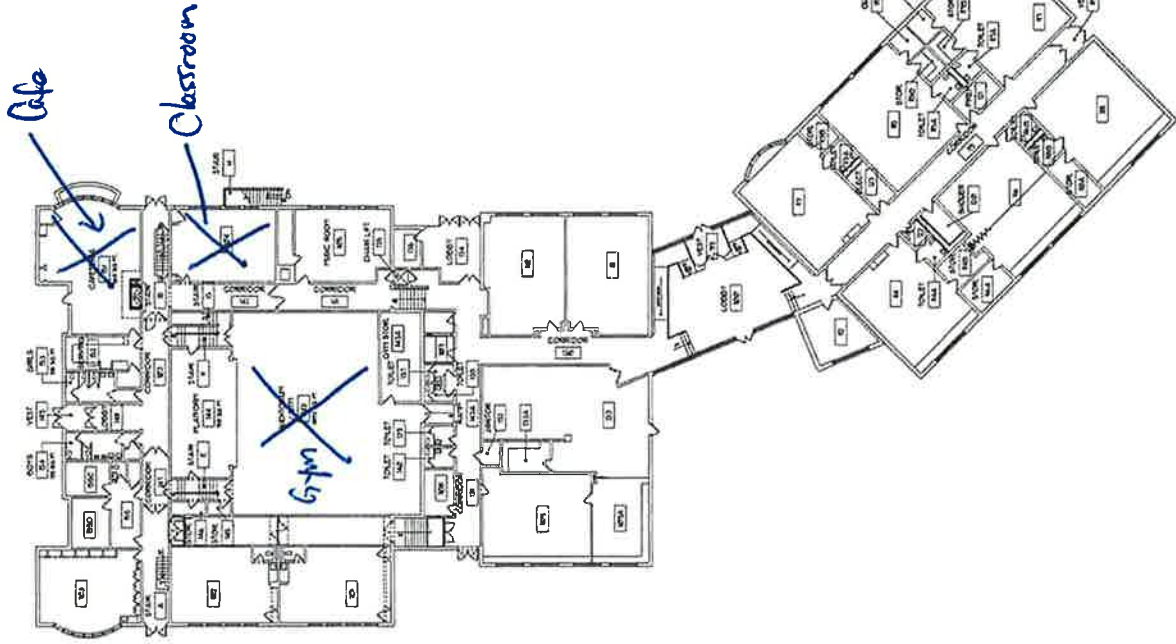
S&S Project No. 14-01
Date: 10/15/14
Drawn By: [Name]
Checked By: [Name]
Scale: AS NOTED
Revisions:

FIRST FLOOR PLAN
DATE: 10/15/14

Glenfield Elementary

Exhibit A

X = Approved Space w/ description



design group
ARCHITECTS & PLANNING & CONSULTING
100 WEST 10TH STREET
NEW YORK, NY 10011
212.261.1100
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SOUTH LEWIS CSD
GLENFIELD ELEM.
590 MAIN STREET
GLENFIELD, NEW YORK 13400



SEI Project No. 06/218
Scale
Drawn By
Checked By
Date
Revised

FIRST FLOOR PLAN

DATE: 06/21/18

4/17 Bae

To: Mr. Premo and the South Lewis Board of Education
From: Chad Brown and the South Lewis Varsity Baseball Team
Re: 2018 Spring Training Trip



The South Lewis Varsity Baseball team is requesting Board of Education approval and support for the 2018 Spring Training Trip to Myrtle Beach. This trip to the Ripken Experience is a huge part of our development of individual players and the entire South Lewis Baseball program.

Thank you,

SL VARSITY BASEBALL SPRING TRAINING TRIP 2018 - MYRTLE BEACH

Itinerary

Saturday, April 21st

6:00am Depart from South Lewis High School

6:00pm Stay in Virginia for the night

**Holiday Inn Express
11979 S. Crater Road
Petersburg, VA**

Sunday, April 22nd

8:00am Breakfast and leave for Ripken Experience

3:00pm Hotel Check in: The Caribbean Resort & Villas

<http://www.caribbeanresort.com>

30th Avenue North

Myrtle Beach, SC

Monday, April 23rd

Practice (**team only**) – 10am

TEAM DINNER

Tuesday, April 24th

3pm Game vs. Jordan Elbridge

Wednesday, April 25th

3pm Scrimmage vs. Elmira

Thursday, April 26th

Practice (**team only**) – 10am

TEAM DINNER

Friday, April 27th –

9am Scrimmage vs. Horseheads

Saturday, April 28th -

7:00am Breakfast and hotel check-out

11:00pm Arrive at SL

SOUTH LEWIS CENTRAL SCHOOLS

School Vehicle Lease Agreement

AGREEMENT made this April 17, 2018 between South Lewis Central School District, County of Lewis, New York, hereinafter called the Lessor, and Jefferson-Lewis BOCES hereinafter called the Lessee, in manner following:

The Lessor hereby leases the following school vehicle(s) for a term commencing on the April 18, 2018, and ending on June 30, 2018, upon the terms specified below:

<u>VEHICLE NO.</u>	<u>MAKE</u>	<u>YEAR</u>	<u>CAPACITY</u>	<u>ENGINE/SERIAL NO.</u>
--------------------	-------------	-------------	-----------------	--------------------------

South Lewis Bus Fleet - TBD on a daily basis

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 for the lease and school district provided insurance coverage plus \$2.00/mile payable within 30 days upon receipt of a billing invoice.

Each school bus above described has been examined by Lessee, who accepts the same in its present 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;
- _____ (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 section seventy-three-c of the transportation law, for the purpose of providing a portion of a coordinated public transportation service plan as authorized by article two-F of the transportation law.
- X_____ (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.
- _____ (i) any fire company as defined in subdivision two of section three of the volunteer firefighters' benefit law, or an ambulance company as defined in subdivision two of section three of the volunteer ambulance workers' benefit law.

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.

The Lessee agrees to indemnify, hold harmless, and defend the Board of Education of the South Lewis Central School District, its individual members, agents, servants, and employees, and to hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, damage to any property, any loss or theft sustained by persons, firms or corporations, which may arise or which may be alleged to have arisen out of or in connection with the lease, operation and/or use covered by the lease agreement.

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)**

By:

President of the Board of Education

Jefferson Lewis Hamilton, Herkimer Oneida
(Name of Lessee) **BOCES**

By:

Michele A. Grayson
(Signature of Lessee) **Purchasing Agent.**

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 Request: Jefferson Lewis BOCES

Contact Name: Michael Lively Date of Request: 4/9/2018

Phone: 315-779-7112 Email: mlively@boces.com

Billing Address: 20104 State Route 3 Watertown, NY 13601

Destination: Weekly visits to community worksites

Purpose of Trip: Moving Forward students visit regional worksites

of Adults: 2 # of Students: 7

Number and Type of Vehicles Requested: 1 DOT approved transport

Name and Cell # of Supervising Adult: Janice Young 315-486-2128

Number of other Supervising Adults: 1

Date(s) of Trip: 4/23/18- _____ Type of Trip: _____ Overnight X Drop & Return

Pick-Up Time and Location: See attached schedule _____

Return Time and Location: _____

Special Requests: _____

Michael Lively

Requesting Name



Requesting Signature

4/10/18

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.

For School District Use Only

Lease Request Receiving Date: _____

Transportation Department Approval Date: _____

Board of Education Approval Date: _____

Moving Forward Worksite Schedule

Monday	Lowville Food Pantry
Wednesday	Lowville Qubica AMF or TOPS (alternate)
Thursday	Lowville TOPS
Friday	Lowville Food Pantry