

South Lewis Central Schools Superintendent Evaluation 2019.20

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.

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

	Ineffective	Developing	Effective	Highly Effective	Rating
Internal communications	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.	
Personnel 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.	
Delegation of duties	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.	
Recruitment	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.	
Visibility	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					
Comments:					

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:					

South Lewis Central Schools Superintendent Evaluation

The following specific goals have been developed and agreed upon:

Goal 1 - To create a new staffing model and implementation plan in preparation for the future elimination of the full-time Director of Health, Physical Education and Athletics. C: Staff Relationships (Personnel Matters, Recruitment) D: Business and Finance (Budget Development and Maintenance, Resource Allocation)				
	Ineffective	Developing	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 - To investigate and bring forth a Digital Citizenship curriculum for our faculty/staff to consider for implementation with students (Potential Topics may include: Internet Safety, Privacy & Security, Cyberbullying & Digital Drama, Relationships and Communication, Digital Footprint, etc...). E: Instructional Leadership (Professional Knowledge, Self-Improvement, Focus on Students, Staff Development, and Curriculum)				
	Ineffective	Developing	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 - To successfully negotiate a new contract with the SRP Association. C: Staff Relationships D: Business and Finance (Budget Development and Maintenance, Resource Allocation)			
Developing	Effective	Highly Effective	Rating
Shows progress but did not meet the goal	Meets the established goal	Exceeds the established goal	

Determining the Overall Evaluation Rating

Superintendent's name:	Douglas Premo	School year:	2019-20
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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

OVERALL RATING:	Ineffective	Developing	Effective	Highly Effective
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Comments by Board of Education:

Comments by the Superintendent:

Superintendent's Signature: _____ Date: _____

Board President's Signature: _____ Date: _____

(The administrator's signature indicates that he or she has seen and discussed the evaluation; it does not necessarily denote agreement with the evaluation.)

SOUTH LEWIS CENTRAL SCHOOL
TURIN, NEW YORK 13473

Revised 8-27-19

SUBSTITUTE TEACHERS – COMPENSATION AS OF 9/1/19

Uncertified/No Degree	\$80.00 Per Day
Uncertified with Bachelor's Degree	\$90.00 Per Day
Certified with Bachelor's Degree	\$100.00 Per Day
Certified Retired Teacher	\$105.00 Per Day

NOTES:

Once a substitute teacher in any of the four above categories has substitute taught a total of 25 days their rate of pay will increase \$10/day.

If a substitute teacher is hired for thirty (30) consecutive days or more they will be placed on salary step.

If a substitute teacher is hired for a period for less than 30 consecutive days, they will be compensated at the rate of a certified teacher (\$100.00 per day). If, for unforeseen reasons, this substitute's service becomes more than thirty (30) consecutive days, they will be placed on salary step beginning with the 31st day. Salary step payment will not be retroactive back to the first day.

Substitute Teachers must have two years of college in order to sub at South Lewis. An Associates Degree is not required.

8-27-19

South Lewis Central Schools

Board of Education Goals

2019-20

The Board of Education will continue to support the work of school administration and personnel to move the Capital Improvement Project toward completion. The Board of Education will also support the work of school administration and personnel as they review and design both the operational logistics and instructional program, currently provided on three campuses, for delivery on a single campus.

The Board of Education will support the work of school administration and personnel as they review, communicate, and act on the ESSA School Climate Survey results.

The Board of Education will update the Student Attendance Policy 7110. The Board will also support the work of school administration and personnel in their efforts to improve student attendance and address chronic absenteeism.

South Lewis Senior High School

TURIN, NEW YORK 13473

Telephone (315) 348-2520

Mr. Chad Luther
High School Principal

Mr. Douglas Premo
Superintendent of Schools

Memorandum

To: Mr. Douglas Premo
From: Mr. Chad Luther
Subject: Items for Discard
Date: 8/7/19



Please see the attached list of items for discard from the Family and Consumer Sciences suite. Mrs. Vargo approached me with the list of items that are obsolete and no longer in use for the courses she teaches. The sewing machines were replaced in 2017 and are no longer utilized for the class. They are in poor working condition and are no longer available for parts. The other items listed are outdated and obsolete. She no longer uses them for the purpose of supporting the content that she teaches.

I would like to request approval for the following items from room 112 to be discarded or auctioned:

- 4 Sewing machines & accessories
(replaced in 2017)

- FCCLA officer polo shirts

- Assorted coathangers

- Paperback and hardcover cookbooks (10)

- 6 Fleece hats

South Lewis Senior High School

TURIN, NEW YORK 13473

Telephone (315) 348-2520

Mr. Chad Luther
High School Principal

Mr. Douglas Premo
Superintendent of Schools

Memorandum

To: Mr. Douglas Premo
From: Mr. Chad Luther
Subject: Textbook Disposal
Date: 8/14/19



One copy of the English 11 textbook "Elements of Literature" was returned after being sent out for re-binding and it was determined the textbook was not able to be re-bound due to its current condition. This text had been rebound in the past and currently has black mold within its pages, which deems the text to be in condition beyond repair.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made effective as of the ____ day of ____, 2019 ("**Effective Date**"), by and between North Country Family Health Center Inc., 238 Arsenal Street, Watertown, New York 13601 ("**Covered Entity**") and _____ ("**Business Associate**") (collectively the "**Parties**") in order to comply with the federal Standards for Privacy of Individually Identifiable Health Information, located at 45 C.F.R. parts 160 and 164 ("**HIPAA**" or the "**Privacy Rule**") and security standards located at 45 C.F.R. parts 160, 162, and 164, subpart C (the "**Security Rule**") pursuant to the Health Insurance Portability and Accountability Act ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), and any other applicable state and federal confidentiality laws, as they may be amended from time to time.

RECITALS

WHEREAS, Business Associate provides certain services to Covered Entity; and

WHEREAS, in connection with these services, Covered Entity may disclose to Business Associate certain protected health information ("**PHI**") that is subject to protection under the HIPAA Rules.

WHEREAS, Covered Entity enters into this Agreement to ensure that Business Associate will appropriately safeguard the privacy, confidentiality, integrity and availability of all such PHI in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the regulations promulgated thereunder, including 45 C.F.R. Part 160 and 45 C.F.R. Part 164, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively referred to herein as "**HIPAA Regulation**").

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used herein, but not otherwise defined, shall have meaning ascribed by 45 C.F.R. parts 160, 162, and 164. Should any term set forth in 45 C.F.R. Parts 160, 162 or 164 conflict with any defined term herein, the definition found in 45 C.F.R. Parts 160, 162 and 164 shall prevail.

1.1 "**Designated Record Set**" means a group of records maintained by or for a covered entity or its business associate, as defined by the HIPAA Rules, that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "**record**" means any item, collection, or grouping of information that includes protected health information

and is maintained, collected, used, or disseminated by or for a covered entity.

1.2 “**HIPAA Rules**” means collectively the HIPPA Regulations (specifically including, without limitation, the Privacy Rule), and any applicable state confidentiality laws.

1.3 “**Individual**” means the person who is the subject of PHI.

1.4 “**Protected Health Information**” or “**PHI**” means individually identifiable health information that is transmitted or maintained in any form or medium.

1.5 “**Required by Law**” means a mandate contained in law that compels a use or disclosure of PHI.

1.6 “**Secretary**” means the Secretary of the U.S. Department of Health and Human Services (“HHS”) or his or her Designee.

ARTICLE 2 PURPOSES FOR DISCLOSURE

In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of treatment, payment, or healthcare operations as described in 45 CFR part 164.506(a)(b)(c) for standard uses and in 45 CFR part 164.508 for uses and disclosures for which an authorization is required.

ARTICLE 3 BUSINESS ASSOCIATE OBLIGATIONS

Business Associate agrees to comply with applicable federal and state privacy and security laws, specifically the provisions of the HIPAA Rules applicable to business associates (as defined by the HIPAA Rules), including:

3.1 **Use and Disclosure of PHI.** Except as otherwise permitted by this Agreement, the HIPAA Rules, or applicable law, Business Associate shall not use, maintain, transmit or disclose PHI except as necessary to provide services to or on behalf of Covered Entity and except as Required by Law. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

3.1.1 provide information to members of its workforce using or disclosing PHI regarding the privacy requirements in the HIPAA Rules and this Agreement;

3.1.2 obtain reasonable assurances, in the form of an executed Business Associate Agreement that includes the same provisions as this Agreement or, if an Individual, that authorization is obtained in accordance with the HIPAA Rules, from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential

and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached;

3.1.3 agree to notify the Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

3.2 Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall contractually require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall contractually require that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.3 Data Aggregation. Business Associate is permitted to use and disclose PHI for data aggregation purposes to the extent that such use is permitted under the HIPAA Rules.

3.4 Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

3.5 Safeguards. Business Associate agrees to maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement, and shall contractually require that its agents or subcontractors implement, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:

3.6.1 Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. Under the HIPAA Rules, Covered Entity is required to take action on such requests as

soon as possible, but not later than thirty (30) days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the HIPAA Rules.

3.6.2 **Individual Right to Amendment.** Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

3.6.3 **Accounting of Disclosures.** Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures in accordance with 45 C.F.R. § 164.528.

3.7 **Internal Practices, Policies, and Procedures.** Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or Covered Entity for the purpose of determining Covered Entity's compliance with the HIPAA Rules. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

3.8 **De-identified Information.** Business Associate may use and disclose de-identified health information if the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).

3.9 **Minimum Necessary.** Business Associate shall attempt to ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

3.10 **Notice of Privacy Practices.** Business Associate shall abide by the limitations of Covered Entity's notice of privacy practices ("**Notice**") of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice;

provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

3.11 Security Incident / Unauthorized Disclosure of PHI. Business Associate shall report to Covered Entity, any instances, including security incidents, of which it is aware in which PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules. In the event that Business Associate knows of any breach of any individual PHI (e.g. PHI was inappropriately used, disclosed, released, or obtained) Business Associate shall notify Covered Entity in writing within five (5) calendar days of such breach. Notification shall include detailed information about the breach, including, but not limited to, the nature and circumstances of such breach, the means by which PHI was or may have been breached (e.g. stolen laptop; breach of security protocols; unauthorized access to computer systems, etc.), the names and contact information of all individuals whose PHI was used, disclosed, released, or obtained in violation of this Agreement, and such other information as Covered Entity may reasonably request. Any delay in notification must include evidence demonstrating the necessity of the delay. Business Associate shall not be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, “pings,” or an unsuccessful attempt to improperly access electronic PHI that is stored in an information system under its control; provided, however, Business Associate shall maintain logs of such incidents and make such logs available to Covered Entity upon written request.

3.12 HIPAA Security Rule. The “**HIPAA Security Rule**” means the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 et seq. (45 C.F.R. Parts 160, 162 and 164), as amended. With regard to its use and/or disclosure of electronic PHI, Business Associate shall, at its own expense:

3.12.1 implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or its affiliates and at a minimum comply with those applicable safeguards in 45 CFR Section 164;

3.12.2 ensure that any and all of Business Associate’s subcontractors or agents to whom the Business Associate provides electronic PHI agree in writing to implement reasonable and appropriate safeguards to protect such electronic PHI; and

3.12.3 report promptly to Covered Entity any security incident (as defined in 45 CFR Section 164.304) relating to electronic PHI created, received, maintained or transmitted in regards to Covered Entity, of which the Business Associate becomes aware.

ARTICLE 4 MUTUAL OBLIGATIONS

4.1 Electronic Transactions and Code Sets. Both Parties understand and agree that they are required to comply with the HIPAA Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162 (HIPAA Electronic Transaction Law) as amended from time to time. The HIPAA Electronic Transaction Law requires Covered Entity and, where applicable, Business Associate to conduct certain transactions as “standard transactions” using defined medical data code sets. Business Associate agrees that it will require its subcontractors, vendors and independent contractors to comply with HIPAA Electronic Transaction Law as applicable. Business Associate agrees that it will not:

- 4.1.1 change the definition, data condition or use of a data element or segment in a standard;
- 4.1.2 add any data elements or segments to the maximum defined data set;
- 4.1.3 use any code or data elements that are either marked “not used” or not included in the standard’s implementation specification(s); or
- 4.1.4 change the meaning or intent of the standard’s implementation specification(s).

ARTICLE 5 TERM AND TERMINATION

5.1 Term. The term of this Agreement shall begin on the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such PHI, in accordance with the provisions in Section 5.3.

5.2 Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

5.3 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

ARTICLE 6 MISCELLANEOUS

6.1 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any

harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6.2 Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative at the respective address indicated herein or sent by means of a reputable overnight carrier or certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.

6.3 Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto.

6.4 Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of New York, without regard to applicable conflict of laws principles.

6.5 Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

6.6 Nature of Agreement. Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates; or (iii) a relationship of employer and employee between the Parties.

6.7 No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized officer of the Party making the waiver.

6.8 Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

6.9 No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

6.10 Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

6.11 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof.

6.12 Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

6.13 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both Parties to comply with applicable law protecting the privacy, security, and confidentiality of PHI, including but not limited to HIPAA and the HIPAA Rules. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or HIPAA or the HIPAA Rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COVERED ENTITY:

North Country Family Health Center Inc.

By: Joey Marie Horton
Its: Chief Executive Officer

BUSINESS ASSOCIATE:

By:
Its:

**ADDENDUM TO AGREEMENT BY AND BETWEEN
THE COUNTY OF LEWIS, ON BEHALF OF THE
LEWIS COUNTY SHERIFF'S DEPARTMENT
AND BOARD OF EDUCATION OF
SOUTH LEWIS CENTRAL SCHOOL DISTRICT**

THIS IS AN ADDENDUM TO THE AGREEMENT, dated March 31, 2017, by and between the **COUNTY OF LEWIS**, (hereinafter "County"), on behalf of the Lewis County Sheriff's Department, with principal office located at 7660 North State Street, Lowville, New York 13367 and **BOARD OF EDUCATION OF SOUTH LEWIS CENTRAL SCHOOL DISTRICT**, (hereinafter "South Lewis") with principal address at 4264 East Road, Turin, New York 13473.

WHEREAS, the County and South Lewis previously entered into an Agreement dated March 31, 2017 to provide South Lewis with a School Resource Officer ("SRO") during the school term in consideration of South Lewis reimbursing the County the sum of \$58,673 toward the costs and expenses of a Deputy Sheriff designated to provide SRO services to South Lewis. This was for the term commencing September 1, 2017 through June 30, 2018 and thereafter as may be agreed between the parties in a successor written agreement approved by the governing Boards of each party; and

WHEREAS, the County and South Lewis entered into an extension agreement dated November 27, 2018 to cover the school term with a School Resource Officer for the period of September 1, 2018 through June 30, 2019; and

WHEREAS the parties seek to extend the agreement to cover the 2019/2020 school term with a School Resource Officer, to cover the period of September 3, 2019 through June 30, 2020, in payment of the sum of \$58,673 for said services; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the Agreement dated March 31, 2017 between the County of Lewis, on behalf of the Lewis County Sheriff's Department and the Board of Education of South Lewis Central School District is hereby extended for the 2019/2020 school term with a School Resource Officer, to cover the period of September 3, 2019 through June 30, 2020. The County shall provide a Deputy Sheriff assigned to South Lewis as an SRO for the aforementioned time period in consideration of South Lewis paying the sum of \$58,673 to the County.

Except as specifically amended herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have signed this Addendum to the Agreement and have affixed their signature on the day and year appearing opposite thereto.

Date: _____

By: _____
Lawrence L. Dolhof, Chairman
Lewis County Board of Legislators

Date: _____

By: _____
Andrew Liendecker, President
Board of Education
South Lewis Central School District

Date: _____

By: _____
Douglas Premo,
Superintendent of Schools

Date: _____

By: _____
Michael A. Carpinelli,
Lewis County Sheriff

SOUTH LEWIS CENTRAL SCHOOLS

School Vehicle Lease Agreement

AGREEMENT made this August 14, 2019 between South Lewis Central School District, County of Lewis, New York, hereinafter called the Lessor, and Jefferson Lewis Bocas hereinafter called the Lessee, in manner following:

The Lessor hereby leases the following school vehicle(s) for a term commencing on the 10/02/19, and ending on 06/2020, upon the terms specified below:

<u>VEHICLE NO.</u>	<u>MAKE</u>	<u>YEAR</u>	<u>CAPACITY</u>	<u>ENGINE/SERIAL NO.</u>
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South Lewis Bus Fleet - TBD ON A TRIP 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/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;
- _____ (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. 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.

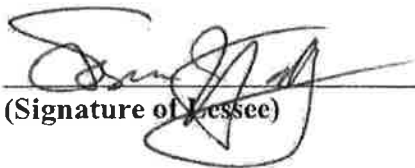
***ALL LEASE AGREEMENTS MUST BE APPROVED BY RESOLUTION OF THE BOARD OF
EDUCATION PRIOR TO USE OF THE VEHICLE BY THE LESSEE.***

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)**

By: _____
President of the Board of Education

Stephen Todd, District Superintendent
(Name of Lessee)

By: 
(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 Request: Jefferson-Lewis BOCES

Contact Name: Alicia Ross

Date of Request: August 6, 2019

Phone: 315-377-7362

Email: aross@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: 4 (as listed now)

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: 10/01/2019 – 6/2020 Type of Trip: _____ Overnight X Drop & Return

Pick-Up Time and Location: Schedule will be created by 9/20/18 to be shared

Return Time and Location: _____

Special Requests: _____

<u>Alicia Ross</u>	_____	_____
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.

For School District Use Only

Lease Request Receiving Date: _____

Transportation Department Approval Date: _____

Board of Education Approval Date: _____