# SOUTH LEWIS CLASS LEADERS PRESS RELEASE

Chad Luther, principal of the South Lewis Senior High School, Turin, is pleased to announce the names of the class leaders for the Class of 2022. Lexi Bernard has achieved the highest honor of Valedictorian; Alexyn E. Hunkins has earned the distinction of Salutatorian; and Jayden A. Ford is this year's Technical Honor Student.

The South Lewis Class of 2022 Valedictorian, with a grade point average of 98.95, is Lexi Bernard. Lexi is the daughter of Jack and Lori Bernard, Boonville. In her high school years, Lexi has been involved with many clubs, activities, and sports, and has remained focused on her scholastic goals.

Throughout high school, Lexi has prioritized academics and has maintained high honor grades. She was recently identified as a Class of 2022 South Lewis Lions Club Scholar, and, in the spring of 2021, Lexi was inducted into the Morgan Lewis Chapter of the National Honor Society. In recognition of her leadership and strong academic commitment, Lexi was nominated for the St. Lawrence University Augsbury Scholarship and was selected for the George Eastman Young Leaders Award given by the University of Rochester.

In addition to her studies, Lexi has been a dedicated member of the South Lewis varsity teams for cross country, indoor track, and outdoor track. As a runner on those teams, Lexi has amassed several individual and team titles at the league, section, and state levels. In the fall of 2021, Lexi was an integral part of the team that won the New York Cross Country State Championship. Because of her scholastic and athletic achievements, Lexi was named Academic All-Star for News Channel 7 and was also presented with the Section III Cross Country Sportsmanship Award.

Over the years at school, Lexi has actively participated in many clubs including Girls' Athletic Association, Conspiracy Club, Student Council, S.A.V.E. (Students Against a Vanishing Environment), and the Falcon Friends Mentor Program. For the past two years, Lexi has served as the Class of 2022 Vice President.

In the summer, Lexi stays busy with other clubs and activities. While she continues to run and train with the South Tully Running Club, she also assists with Boonville's Toe Path Trekkers. For that group, Lexi helps organize community races and acts as a guide for younger racers. In July 2019, Lexi was the winner of the 5K Boilermaker in Utica. In addition to all of this, Lexi finds time to relax and enjoy waterskiing and wake surfing with her family.

Lexi has accepted an Academic and Athletic Scholarship from the University at Buffalo and will begin study there in the fall of 2022. Lexi plans to major in Biomedical Sciences and looks forward to competing on the Bulls' cross country and track teams.

With an overall average of 97.45, Alexyn E. Hunkins is this year's Salutatorian. Alexyn is the daughter of Heather Hurd, Port Leyden, and Stephen Hunkins, Johnstown. As a high school student, Alexyn has consistently excelled in academics and has remained conscientiously involved in many school and community activities.

As a student at South Lewis, Alexyn has maintained high honor roll grades throughout high school and was recently celebrated as a Class of 2022 South Lewis Lions Club Scholar. As a junior in the spring of 2021, Alexyn was inducted into the Morgan Lewis Chapter of the National Honor Society and was also selected for the Bausch & Lomb Honorary Science Award from the University of Rochester. This award recognizes outstanding academic achievements and a high PSAT score.

Throughout her high school career and in addition to her studies, Alexyn has displayed dedication to many activities and clubs in school and in the community. In her early high school years, Alexyn played volleyball and was a class officer. In tenth and eleventh grades, Alexyn was a member of Spanish Club and participated in Conspiracy Club. For the past several years, Alexyn also has been actively involved with Student Council and with S.A.V.E. (Students Against a Vanishing Environment). As a senior, Alexyn became a mentor in the Falcon Friends Program that allows high school students to spend time with elementary kids and provide positive role models for younger students. In the fall, Alexyn joined the ranks of the Yearbook Committee to assist with the production of the 2022 Talon.

In addition to these school-based activities, Alexyn spends time volunteering for community projects like Operation Christmas Child, the Lowville Elks' Charity Soccer Event, and a fundraising book fair. Alexyn also enjoys earning money by babysitting and working at Enchanted Forest/Water Safari during the summer.

After graduation, Alexyn plans to attend Mohawk Valley Community College where she will major in Liberal Arts & Sciences.

Jayden A. Ford, with an overall average of 91.66, has earned the distinction of Technical Honor Student for the Class of 2022. Jayden is the son of Jeff and Jessica Ford of Lyons Falls. Throughout his high school years, Jayden has worked diligently to maintain honor roll grades and balance a busy schedule that includes activities at school and in the community.

Jayden has always had an interest in technology and engineering. At South Lewis, Jaedyn has been involved with the FIRST Robotics program and was given the role of lead programmer for the team. As a junior, Jayden became a student in the BOCES Engineering & Design program and is currently a full-day student at the Lewis County JCC Education Center in Lowville where he is taking EDGE program college courses. As a BOCES student, Jayden has earned technical honor roll grades. Last year, in recognition of his involvement and interest in computer science, Jayden was selected for the Xerox Award for Innovation and Information Technology presented by the University of Rochester. He was also nominated for the Rochester Institute of Technology Computing Medal and Scholarship. Recently, Jayden was designated as a Class of 2022 South Lewis Lions Club Scholar, a distinction given based on honor roll grades throughout high school.

Outside of school, Jayden stays involved with activities in the community and at church. Jayden is a Taekwondo practitioner and instructor. He enjoys learning and teaching the methods and discipline of martial arts. At church, Jayden spends a lot of time helping with tasks that range from audio/video support during services, lawn maintenance in summer, snow removal in winter, and custodial duties all year.

After his senior year, Jayden plans to attend SUNY Polytechnic Institute to pursue a degree in Computer Engineering Technology. Jayden hopes to create technology that will make the world a better place.



# LEXI BERNARD Valedictorian

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# ALEXYN E. HUNKINS Salutatorian

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# JAYDEN A. FORD Technical Honor Student

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# South Lewis Central School District



Long Range Financial Plan and Fund Balance Management-Reserve Plan

**April 26,2022** 

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# The Purpose and Benefit of Long Range Planning

Multiyear planning improves management and service delivery and allows for early identification of potential problems. It aids in projecting the future costs of existing services, and in determining whether existing revenue streams will be sufficient to cover these costs by the end of the planning period.

Multiyear financial planning provides information needed for program evaluation. It helps District officials examine the need for new programs, given projected growth and demographic changes. Multiyear planning also allows District officials to look at the efficiency and effectiveness of existing programs and determine what improvements are needed.

## Strategic Action Plan

The School District needs to maintain, at all costs the high academic standards of our students, as they are the future of the district and will become our witness as to how we have passed or failed our mission. The District will continue to focus on effective academic programs, implementation of the Next Generation Learning Standards, and recruitment and retention of high-quality staff.

#### School District Revenues

#### **Local Tax Levy**

The tax levy is the total dollars that a school district collects from property owners within the district in order to balance its budget. The levy is determined after accounting for all other sources of income, including state aid.

The tax rate is used to calculate what each property owner will pay in school taxes. The district tax levy rate is just one factor, along with assessment values and equalization rates that figure into determining the tax rate. The district does not set individual assessment values.

At the end of June 2011, the New York State Legislature enacted a property tax "cap" that seeks to limit the annual increase in the tax levies of local governments and school districts. Although the new law has been referred to as a "2 percent tax cap," it does not, in fact, restrict any proposed tax levy increase to 2 percent. What it does is establish a tax levy limit (which will be determined by each district according to an eight-step, complex formula dictated by the law, and will vary by district) that determines the number of votes needed to pass a school budget. Should the school district Board of Education every choose to override the tax cap limit, a 60% super-majority vote would be needed.

#### State and Federal Aid

About 63% of total revenues are procured through State and Federal Aid. In 2009, the State announced drastic reductions in State Aid to Schools through the Gap Elimination Adjustment (GEA) in order to balance the State budget. The State has also placed periodic freezes on Foundation Aid. State budget controls funding for many districts that derive a high percentage of their revenue from State Aid. Long Range planning becomes difficult, if not impossible, without consistent expectations of State Aid revenue. Even after the State passes their budget on time, our funding stream may still be disrupted and payments extended past the original

schedule due to lack of cash flow from the State. Given the economic climate and state of the State, the school system has found ways to save money and consolidate services whenever possible.

## School District Expenditures

The periodic freezes on Foundation Aid and the Gap Elimination Adjustments applied over the last decade has created a funding cliff on the revenue side of the budget. This coupled with escalating health care, retirement contributions and contractual obligations has posed significant challenges for the Board of Education as they prepare a spending plan each year.

Employee compensation and related fringe benefit costs is the largest area of expense. These costs are mainly affected by two uncontrollable factors: number of staff and contracts with collective bargaining units. The District employs approximately 230 full and part time employees.

Each year, the rising cost of providing pension and insurance benefits, factors beyond the district's control, complicates the development of the annual school budget. Health insurance costs have been increasing by 2-7% each year.

Both the New York State Teachers' Retirement System (TRS) and Employees' Retirement System (ERS) employer contribution rates have risen most years. Lately the rates have mostly stabilized with a few annual decreases due to stock market performance.

#### **Bus Purchases**

The District is on a bus replacement schedule that calls for the purchase of 3-4 new buses each year. The bus replacement plan evens out the transportation costs and ensures that buses are replaced every 7-8 years. Planned purchasing insures that the district has safe buses to transport students. As buses exceed their warranty and mileage recommendations, they become more costly to maintain and less efficient to run. Most of the purchase price is reimbursed through state transportation aid when purchased with local taxpayer dollars.

South Lewis Central School District					
Five Year Financial Plan History, Fiscal Ye	ears 2017-20	22			
General Fund					
	Actual	Actual	Actual	Actual	Estimated
	2017-18	2018-19	2019-20	2020-21	2021-22
Revenues					
Real Property Tax Items	8,606,776	8,815,384	8,815,384	8,884,997	9,272,379
Charges for Services	210,000	215,000	215,000	55,215	40,000
State Aid	15,070,946	15,450,022	16,172,709	16,225,144	17,714,429
Federal Aid	65,069	99,485	90,970	23,289	15,000
Other	293,093	366,221	281,176	339,735	248,500
Interfund Transfers	100,000	751,409	65,854		
Total Revenues and Other Sources	24,345,884	25,697,521	25,641,093	25,528,380	27,290,308
Expenditures by Function					
General Support	2,793,586	3,000,000	3,100,000	3,287,219	3,290,238
Instruction	12,064,650	12,159,405	12,059,552	11,415,807	12,577,129
Pupil Transportation	1,232,836	1,250,000	1,300,000	1,199,328	1,366,606
Employee Benefits	5,387,076	5,661,000	5,850,000	5,664,731	5,982,000
Debt Service	1,966,361	1,990,000	1,990,000	1,997,922	4,534,683
Interfund Transfers	380,252	2,607,902	435,000	164,209	250,000
Total Expenditures and Other Uses	23,824,761	26,668,307	24,734,552	23,729,216	28,000,656
Surplus (Deficit)	521,123	- 970,786	906,541	1,799,164	
Budgetary Reserves					
Fund Equity, Beg. Of Year	3,934,208	4,493,344	3,522,558	4,429,099	
Fund Equity, End of Year	4,493,344	3,522,558	4,429,099	6,275,348	
Nonspendable and Restricted Fund Balance	929,546	580,765	612,759	1,656,623	

# The Purpose and Benefit of Fund Balance Management

The Board of Education and Administration considers several aspects of Fund Balance in balancing the overall fiscal health of the District.

## Why do we need Fund Balance?

Fund balance is necessary in order to cover cash flow deficits in the summer and to plan for future liabities as well as to accommodate unforeseen issues. A good Fund Balance Management Plan will substantially reduce or eliminate a negative effect on the normal operation of our District in order to accommodate liabilities that my arise. The General Fund budget voted upon by the community is established to pay for the expenses for that year. There is little room in that budget to pay for extraordinary or unanticipated expenses. We create Fund Balance with the idea that we can support future liabilities – known and unknown – without negatively affecting the instructional program or the taxpayers.

#### How is Fund Balance created?

Fund Balance is created when unexpended funds remain at the end of the fiscal year primarily by the design and management of annual district budgets. Over the last several years, the South Lewis Central School District Board of Education and Administration have been improving their efforts at prudent budget design. We have been conservative with our revenue estimates by acknowledging that the executive and legislative budget proposals are simply projections and estimates... not a guarantee of funding to the district. The actual dollars to be received from the state are not provided to us until November of the year following the vote. By being conservative, we avoid the risk of over stating budgeted revenues.

The appropriate development of the expenditure side of each budget is another area that has progressed and increased in accuracy in recent years. As a strategy to avoid unanticipated expenditures in the budget, the Board of Education strives to anticipate changes in regulations and student population. We receive updates from many sources in Albany and share information received by both the Superintendent and School Business Official from these sources in order to develop the most accurate financial plans possible. We work with the building administrators and department supervisors much more closely to determine changes in placements and programming for the future. Even after the budget is adopted, we monitor the fiscal plan on at least a weekly and sometimes more frequent basis looking for variances from our assumptions.

#### **GASB 54**

As of June 30, 2011, GASB Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions, was issued, which replaced fund balance classifications with the following:

#### **Fund Balance Classifications**

**Non-spendable** – consists of assets that are inherently non-spendable in the current period either because of their form or because they must be maintained intact, including prepaid

items, inventories, long-term portions of loans receivable, financial assets held for resale, and principal of endowments.

**Restricted** – consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation.

**Committed** – consists of amounts that are subject to a purpose constraint imposed by a formal action of the government's highest level of decision-making authority before the end of the fiscal year, and that require the same level of formal action to remove the constraint.

**Assigned** – consists of amounts that are subject to a purpose constraint that represents an intended use established by the government's highest level of decision-making authority, or by their designated body or official. The purpose of the assignment must be narrower than the purpose of the general fund, and in funds other than the general fund, assigned fund balance represents the residual amount of fund balance.

**Unassigned** – represents the residual classification for the government's general fund, and could report a surplus or deficit, limited to 4 percent of the annual budget.

# Fund Balance and Reserve Plan

Reserve Funds, like other savings plans, are mechanisms for accumulating cash for future capital outlays and other allowable purchases. The practice of planning ahead and systematically saving for contingencies is considered prudent management. The District feels strongly that Reserves must be funded adequately in order to serve as a revenue source during periods of economic downturn and/or State Aid decreases. This helps safeguard against the loss of educational programming/services and dramatic increases in the tax levy. The District uses conservative budgeting practices to ensure adequate funding of the following reserves and fund balance categories:

**Unassigned Fund Balance** – These funds are unrestricted and may be used for any valid purpose. They are used for unanticipated, unbudgeted expenditures.

Funding Target: 4-8% of the ensuing year's budget

**Assigned Appropriated Fund Balance** – These funds are set aside and returned to the community by lowering the required tax levy of the ensuing year's budget. They also provided the necessary cash flow during the summer months.

Funding Target: \$725,000 - \$1,500,000

## **Unemployment Reserve**

Creation - The establishment of this reserve was approved by Board Resolution.

*Purpose* – This reserve is used to reimburse the State for payments made to claimants where the district uses the benefit reimbursement method. The District does subscribe to the benefit reimbursement method, meaning we reimburse the State for actual claims incurred. We do not pay NYS a fixed premium for unemployment insurance coverage.

Funding Methods – This reserve was funded entirely from excess fund balance when it was created. It was funded in anticipation of an increased number of staff reductions.

Use of Reserve – The initial funding was an amount sufficient to pay full unemployment insurance at the maximum rate for approximately eight individuals. Although the budget has had and continues to contain \$10,000 for unemployment insurance, this amount is used for relatively small, incidental claims incurred by the District in the normal course of business. It would not be enough if there were multiple layoffs or terminations. Although the District has experienced some layoffs/terminations over the past few years, not all have resulted in unemployment expense to the District.

*Monitoring of Reserve* – This reserve is monitored by the Superintendent and Business Administrator to assess the potential for incurring unemployment claims.

Funding target - \$150,000 -\$175,000

Rationale: Given the nature of uncertainty regarding unemployment claims from year to year we initiated this reserve in 2010-11. We monitor need annually. We recognized the need to increase funding it due to the COVID19 furloughs and the potential of them being much greater should another pandemic effect the district.

# **Employee Benefit Accrued Liability**

Creation - The establishment of this reserve was approved by Board Resolution.

*Purpose* – This reserve is used to pay for unused accumulated leave time contractually provided to certain groups of employees. This typically includes payment for unused sick and vacation pay. This fund cannot be used to pay for items such as: retirement incentives, FICA and Medicare payments and retiree health insurance.

Funding Methods - This reserve was funded from excess fund balance.

*Use of Reserve* — This reserve is used when an employee retires from the District and payment of accumulated leave is required. These transactions flow through the budget via a budget revision with the offsetting revenue coming from a drawdown of this reserve if the current budget would not support the payment. This reserve will be used in this manner to make these payments.

Monitoring of Reserve – This reserve is monitored by the Superintendent and Business Official. Each year, a detailed analysis of the liability is computed and is used to support the funding of this reserve at 100% of the liability.

Funding Target – This reserve was initially funded at \$289,000 and has slightly increased based upon actual calculation of compensated absences at year end.

Rationale: This reserve is typically funded at 100% of the accrued liability for unused accumulated leave time (including vacation, sick leave and personal leave, per contracts.)

#### **Repair Reserve**

Creation - The establishment of this reserve was approved by Board Resolution.

*Purpose* –This reserve is used to pay the costs associated with repairs (that do not typically recur annually) to capital improvements and/or equipment.

Funding Methods – This reserve was funded from excess fund balance.

*Use of Reserve* –This reserve is used to pay for repair and maintenance projects that are not included in the district's general maintenance budget appropriations.

Monitoring of Reserve – This reserve is monitored by the Superintendent and Business Administrator.

Funding Target -: \$60,000-75,000 or an amount the BOE deems appropriate (typically this use would be for a down payment of an item the District could purchase through a multi-year agreement)

Rationale: Maintaining the facility and grounds is a major component of the operational health of the District. Past financial constraints have created a scenario where updates and upkeep were limited over the past several years. This reserve will be utilized for building/facility repair and equipment expenses not covered by budget appropriations.

## **Liability and Casualty Reserve**

Creation - The establishment of this reserve was approved by Board Resolution on June 15, 2017

*Purpose* – This reserve is used to pay casualty and other types of losses, except for those for which insurance may be purchased.

Funding Methods - This reserve was funded from excess fund balance.

*Use of Reserve* – This reserve is used to pay any allowable claims, as described in the purpose for this reserve.

Monitoring of Reserve - This reserve is monitored by the Superintendent and Business Official.

Funding Target - \$60,000-75,000 or an amount the BOE deems appropriate.

Rationale: Given the nature of uncertainty regarding any and all such claims from year to year, we have funded this reserve, albeit in a conservative manner, to help safeguard against future, potential claims.

## **Employees Retirement System Reserve**

Creation- Establishment of this reserve was approved by Board resolution on April 20, 2021

*Purpose*-The reserve is used to develop a balance to assist the general fund in paying the annual contribution should large percentage increases occur.

Funding methods- This reserve is funded from excess fund balance.

Use of reserve- Make payments to NYS ERS.

Monitoring of reserve- This reserve is monitored by the Superintendent and Business Official.

Fund Target-\$900,000 (Two years of anticipated contribution amounts)

Rational-Provide funds to keep the general fund contribution to the retirement system level in the budgeting cycle. The volatility of the stock market can cause steep increases at any given year.

## Teachers' Retirement System Reserve (sub fund of ERS Reserve)

Creation- Establishment of this reserve was approved by Board resolution on April 20, 2021

*Purpose*-The reserve is used to develop a balance to assist the general fund in paying the annual contribution should large percentage increases occur.

Funding methods- This reserve is funded from excess fund balance.

Use of reserve- Allocate fund to TRS year end accrual.

Monitoring of reserve- This reserve is monitored by the Superintendent and Business Official.

Funding Target- The monies contributed annually shall not exceed 2% of the total of the TRS salaries paid during the immediately preceding fiscal year. The total funding limitation is 10% of the total TRS salaries.

Rational-Provide funds to keep the general fund contribution to the retirement system level in the budgeting cycle. The volatility of the stock market can cause steep increases at any given year.

## Capital Improvement Reserve A

Creation - The establishment of this reserve was approved by voters on May 15, 2018.

Purpose – This reserve was established for the purpose of financing either the full or partial costs of any capital addition, improvement, or other object or purpose (school buses, et.) for which the District would otherwise be able to seek and issue bonds pursuant to the local finance law.

Funding Methods - This reserve was funded from excess fund balance.

*Use of Reserve* – Expenditure of funds from this reserve requires pre-approval by the voters. Annual appropriations to additionally fund reserve requires voter approval.

*Monitoring of Reserve* – This reserve is monitored by the Superintendent and Business Official and all expenditures from this reserve require voter approval.

Funding Level – This reserve was established with a maximum funding of up to \$2.5 million for 10 years.

Rationale: Funding of this and all other reserves was a noted recommendation resulting from the NYS Comptroller's Audit. Funds were placed in this reserve for the purpose of financing either the full or partial costs of any capital addition, improvement, or other object or purpose for which the District would otherwise be able to seek and issue bonds pursuant to the local finance law.

South Lewis	Central School	District						
Historical Re	eview of Fund I	Balance						
2010/11-20,	/21							
Year Ending	Unemployme nt Reserve	Liability and Casualty Reserve	EBLAR	Repair Reserve	Capital Improvement Reserve	ERS Reserve	TRS Reserve	Appropriated Fund Balance
2010-11	100,000	62,927	2	64,315				1,275,999
2011-12	100,042	62,962	-	64,351				1,376,000
2012-13	100,052	62,969	*	64,357				1,426,000
2013-14	100,062	62,975	-	64,364				1,489,409
2014-15	100,072	62,981		64,370				1,405,855
2015-16	100,082	62,988	289,480	64,377				1,405,214
2016-17	100,529	63,268	309,872	64,664				1,389,409
2017-18	101,745	64,034	298,321	65,446	400,000			1,389,409
2018-19	103,932	65,410	344,560	66,863				1,332,303
2019-20	105,413	66,342	373,198	67,806				1,388,965
2020-21	170,492	66,391	399,790	67,856	500,007	225,003	160,002	777,435

#### 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 28, 2022. Two (2) 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, 2022–June 30, 2025. The two (2) candidates receiving the highest number of votes will be elected to three (3) year terms on the BOCES Board. 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 two (2) candidates listed below:

	Ms. Jennifer L. Jones
	6510 LeFevre Street
	Beaver River Central School District
	Mr. Michael J. Kramer
	105 Hutton Heights
	Adirondack Central School District
Certi	fication
•	I. District Clerk of the
	School District do hereby certify that at a public meeting held on April 28, 2022, the Board of
	Education/Trustees of the School District adopted a
	resolution casting its vote or votes in the annual election of members to the Board of Cooperative
	Educational Services for the person or persons indicated on the ballot above.
	The District Clerk should forward this completed original ballot and certification no later than
	April 29, 2022 to:
	Patricia L. LaClair, District Clerk, Jefferson-Lewis-Hamilton-Herkimer-Oneida
	Board of Cooperative Educational Services
	20104 State Route 3
	Watertown, NY 13601, (315) 779-7010 Fax (315) 779-7009

Please fax or email a copy of the ballot and budget resolution to 779-7009 or placlair@boces.com at the conclusion of your April 28, 2022 meeting and forward original via U.S. Mail.

\*\*\*\*Please use Chrome or Firefox browsers when entering the Business Portal to complete the PTRC. Internet Explorer is NOT recommended.\*\*\*\*\*

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: <a href="http://www.p12.nysed.gov/mgtserv/propertytax/taxcap/">http://www.p12.nysed.gov/mgtserv/propertytax/taxcap/</a>.

Please also submit an electronic version (PDF or Word) of your school district's 2022-23 Budget Notice to: emscmgts@nysed.gov. This will enable us to help correct any formula or data entry discrepancy quickly.

Notice: The Enacted Budget allows school districts to establish a reserve fund for NYS Teachers' Retirement System Contributions, effective immediately. This reserve, if applicable, should be reported in the Schedule of Reserves under 'Other Reserve' and with a description that says: "To fund employer retirement contributions to the New York State Teachers' Retirement System (TRS.)"

#### Form Due - April 25, 2022

Form Preparer Name: Preparer's Telephone Number: BARRY YETTE 315-348-2500

Shaded Fields Will Calculate	Budgeted 2021-22 (A)	Proposed Budget 2022-23 (B)	Percent Change (C)	
Total Budgeted Amount, not including Separate Propositions	28,000,656	28,540,102	1.93	%
A. Proposed Tax Levy to Support the Total Budgeted Amount <sup>1</sup> B. Tax Levy to Support Library Debt, if Applicable	9,101,419	9,279,304		
C. Tax Levy for Non-Excludable Propositions, if Applicable <sup>2</sup> 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)	9,101,419	9,279,304	1.95	%
F. Permissible Exclusions to the School Tax Levy Limit	540,585	509,767		
G. School Tax Levy Limit, <u>Excluding</u> Levy for Permissible Exclusions <sup>3</sup>	8,782,486	8,814,777		
H. Total Proposed Tax Levy for School Purposes, Excluding Permissible Exclusions and Levy for Library Debt, Plus Prior Year Tax	8,560,834	8,769,537		
Cap Reserve (E-B-F+D)				
Difference: (G-H);(negative value requires 60.0% voter	221,652	45,240		
Public School Enrollment	970	970	0.00	_%
Consumer Price Index			4.7	9%

<sup>&</sup>lt;sup>1</sup> Include any prior year reserve for excess tax levy, including interest.

<sup>2</sup> 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.

<sup>3</sup> For 2022-23, includes any carryover from 2021-22 and excludes any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2021-22 (D)	Estimated 2022-2 (E)
ljusted Restricted Fund Balance	1,589,541	5,216,000
Assigned Appropriated Fund Balance Adjusted Unrestricted Fund Balance	777,435	775,000
	3,908,372	2,408,372
sted Unrestricted Fund Balance as a	13.96	8.44
ent of the Total Budget	%	%

#### **Schedule of Reserve Funds**

Reserve Type Reserve Name

Reserve Description 3/31/22 Actual Balance

6/30/22 Estimated Ending Balance Intended Use of the Reserve in the 2022-23 School Year (Limit 200 Characters)\*\*

Note: Be sure to click on the Save button at the bottom after each additional Reserve you add under Capital, Property Loss, Liability, or Other Reserve.

Capital	CAPITAL IMP	For the cost of any	500,000	3,500,000	None 22/23 yearunfds
	RESERVE	eserve object or purpose for which bonds may be issued.			local share on future projects
Repair	REPAIR RESERVE	For the cost of repairs to capital improvements or equipment.	68,000	69,000	Pays for unanticipated repairs
Workers Compensation		For self-insured Workers Compensation and benefits.		2	
Unemployment Insurance	UNEM INS RESERVE	For reimbursement to the State Unemployment Insurance Fund.	170,000	171,000	Pays for NYS Unem Ins for unanticipated layoffs
Reserve for Tax Reduction		For the gradual use of the proceeds of the sale of school district real property.			
Mandatory Reserve for Deb Service	ot	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.			

					15
Property Loss + (add)		To cover property loss.			
Liability + (add)	LIABILITY & CASUALTY RESERVE	To cover incurred liability claims.	68,000		Pays for lossed insurance policy doesnt cover
Tax Certiorari		For tax certiorari settlements.			
Reserve for Insurance Recoveries		For unexpended proceeds of insurance recoveries at fiscal year end.			
Employee Benefit Accrued Liability	EBLR RESERVE	For accrued 'employee benefits' due to employees upon termination of service.	399,000	410,000	Payouts for contractual items at time of employee retirement
Retirement Contribution	ERS RESERVE	For employer retirement contributions to the State and Local Employees' Retirement System.	450,000	675,000	Funds ERS increases and payments
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	TRS RESERVE	For employer retirement contributions to the Techer'd Retirement System	325,000	325,000	Funds TRS increases and payments

#### **School District Budget Notice**

Overall Budget Proposal	Budget Adopted for the 2021-22 School Year	Budget Proposed for the 2022-23 School Year	Contingency Budget for the 2022-23 School Year *
Total Budgeted Amount, Not Including Separate Propositions	\$ 28,000,656	\$28,540,102	\$28,482,102
Increase/Decrease for the 2021-22 School Year		\$539,446	\$481,446
Percentage Increase/Decrease in Proposed Budget		1.93%	1.72%
Change in the Consumer Price Index		4.7%	
A. Proposed Levy to Support the Total Budgeted Amount	\$9,101,819	\$9,279,304	
B. Levy to Support Library Debt, if Applicable	\$0	\$0	
C. Levy for Non-Excludable Propositions, if Applicable **	\$0	\$0	
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy	\$0	\$0	
E. Total Proposed School Year Tax Levy (A + B + C - D)	\$9,101,819	\$9,279,304	1.95%
F. Total Permissible Exclusions	\$540,585	\$509,767	
G. School Tax Levy Limit, Excluding Levy for Permissible Exclusions	\$8,782,486	\$8,814,777	
H. Total Proposed School Year Tax Levy, $\underline{\text{Excluding}}$ Levy to Support Library Debt and/or Permissible Exclusions (E – B – F + D)	\$8,561,234	\$8,769,537	
Difference: G – H (Negative Value Requires 60.0% Voter Approval –     See Note Below Regarding Separate Propositions) **	\$221,252	\$45,240	
Administrative Component	\$2,478,262	\$2,704,086	\$2,704,086
Program Component	\$18,454,966	\$18,870,952	\$18,870,952
Capital Component	\$7,067,428	\$6,965,064	\$6,907,064

<sup>\*</sup> Should the proposed budget be defeated pursuant to Section 2023 of the Education Law, the Board of Education may re-vote or adopt a contingency budget. Under the terms of a contingency budget, \$58,000 of equipment would be eliminated.

Description	Amount
Proposition 2: Purchase three 66 passenger school buses	\$380,528
	\$
	\$
	\$

NOTE: Please submit an electronic version (Word or PDF) of this completed form to: <a href="mailto:emscmgts@nysed.gov">emscmgts@nysed.gov</a>	Under the Budget Proposed for the 2022-23 School Year
Fstimated Basic STAR Exemption Savings <sup>1</sup>	\$ 367.00

The annual budget vote for the fiscal year 2022-23 by the qualified voters of the South Lewis Central School District, Lewis County, New York, will be held at the High School music suite in said district on Tuesday, May 17 2022 between the hours of 12:00pm and 8:00pm, prevailing time in the South Lewis High School, at which time the polls will be opened to vote by voting machines.

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

#### MEMORANDUM OF UNDERSTANDING

Agreement Between Lewis County General Hospital (Hospital) and Board of Education of the South Lewis Central School District (Board or District) and Douglas Premo, Superintendent of Schools of the South Lewis Central School District (Superintendent)

The purpose of this Memorandum of Understanding is to define and outline the responsibilities of the Lewis County General Hospital and the South Lewis Central School in order to provide comprehensive health care services through a school-based health center (SBHC) located at the school.

The services to be provided in accordance with the terms of the memorandum of Understanding are subject to the following statutes, regulations, guidelines and policies:

- a) The State Public Health Law, Article 28, § 2800 et seq., except if and to the extent lawfully waived by the New York State Department of Health (NYSDOH) Commissioner
- b) The State Mental Hygiene Law, Article 31, as applicable. All applicable NYSDOH regulations expressed in Title 10 (Health) of the New York State Code of Rules and Regulations
- c) The NYSDOH "Principles and Guidelines for School-Based Health Centers in New York State" ("Principles & Guidelines")
- d) The NYSDOH "Child/Teen Health Plan"
- e) Any and all policies and guidelines mandated by the NYSDOH
- f) Applicable policies of the Board of Education of the South Lewis Central School District
- g) Other applicable State and Federal laws and regulations

#### 1. FACILITIES

The District agrees to provide the following support to the project staff at this site:

Space for the SBHC that will include:

- a) Adequate office space for all SBHC staff
- b) Examining rooms with lavatory accessibility
- c) Private counseling room
- d) Waiting room/area for students and parents
- e) Adequate heat, lights and ventilation in all areas
- f) Locked storage closet for supplies and equipment
- g) Maintenance and cleaning of the SBHC area

Approval is required to be obtained from NYSED for any construction/renovation to the space being allocated to the SBHC.

#### 2. EQUIPMENT AND SUPPLIES

At least one dedicated telephone line and accessibility to a photocopier

#### 3. PROGRAMMATIC COMPONENTS

Assistance with:

- a) marketing the School Health Program and distribution of communication materials
- b) obtaining informed parental consent
- c) encouraging parental presence at the initial examination
- d) assisting the SBHC in obtaining insurance and Medicaid information from students and parents

#### 4. SERVICES

The Health Care Provider (Lewis County General Hospital) will provide the following:

#### 1. ON-SITE SERVICES (For enrolled students only - with parental consent)

- a) Comprehensive primary and preventive health for children according to the New York State Guidelines for School-Based Health Centers including referral and Centers including referral and follow up for needed medical, dental, and psycho-social care
- b) Ongoing care for chronic diseases such as astluna
- c) Health education activities for parents and teachers in cooperation with the school
- d) First aid and emergency care (available to all students in the school)

#### 2. BY REFERRAL TO THE SPONSORING ARTICLE 28 FACILITY

Continuity of care: 24 hours a day, 7 days a week, through

Lewis County General Hospital

- a) Assistance with enrollment in Child Health Plus and Medicaid Managed Care.
- b) Referral and follow up as indicated for additional medical, mental, dental and social services.

#### 5. CONFIDENTIALITY

By the nature of the services it renders to the District, the Hospital will acquire knowledge of sensitive information regarding District operations, employees, and students. Such information is confidential and not subject to disclosure by the District under the Freedom of Information Law. The use of such information to the advantage of the Hospital or its employees, agents, or representatives, or the disclosure of such information to third parties without written consent is prohibited.

#### 6. MUTUAL INDEMNIFICATION

Each party (for purposes of this paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold hamless the other party (for purposes of this paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

#### PROOF OF INSURANCE

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Hospital agrees to effectuate the naming of the District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation and professional liability, and shall provide evidence of required coverage listed below on the onset of this contract, and at annual insurance renewal.

Commercial General Liability Insurance-

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

Medical Malpractice Insurance

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

Workers' Compensation and NYS Disability

Statutory Workers' Compensation and NYS Disability Benefits Insurance

The above policies of insurance shall be written on forms acceptable to the Insurance Consultant of the Board and endorsed to name the South Lewis Central School District, its officers, employees, volunteers or agents, as additional insured. Said Additional Insured endorsement shall be provided to the Board prior to this Agreement becoming valid. If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by the Board of the above-required insurance does not serve to limit the liability or responsibility of the insurer or the Hospital to the Board.

#### 8. PAYMENT

There shall be no costs to the Board of Education under this Agreement from the Hospital any Third Parties, except for payments made by the Board as part of funding from the Community School Set-Aside funding from the New York State Budget. In the event that this Community School Set-Aside funding is discontinued, no longer available, or reduced for any reason, the Board will not be obligated to provide supplemental funding to the Hospital. The

Board agrees to provide supplemental funding for the School-Based Health Center as follows:

School Year	Period Covered	School Year Amount
2017-2018	July 1 to June 30	\$96,000.00
2018-2019:	July 1 to June 30	\$66,000.00
2019-2020:	July 1 to June 30	\$21,000.00
2020-2021:	July 1 to June 30	\$21,000.00
2021-2022:	July 1 to June 30	\$21,000.00

Except for the first year, two payments to the Hospital will be made each school year in amounts equal to one-half of the total payment for the School Year Amount on or before September 1 and on or before February 1 of the school year. The first year payment will be made as soon as possible after the agreement is approved and executed by both parties.

#### 9. TERMINATION

Each party shall have the option to cancel the engagement provided that sixty (60) days' written notice is given to the other party. Throughout the term of the engagement, this Agreement may be terminated by the District for cause with thirty (30) days notice. Throughout the term of the engagement, this Agreement may be terminated by the Hospital for non-payment, or as a result of the District, or its representatives, failing to provide the information deemed necessary to undertake the Hospital's responsibilities under this Agreement. Should this Agreement be terminated payment will be pro-rated based upon the termination date.

#### 10. NOTICES

All notices provided under this Agreement must be in writing at the following addresses:

#### To the District:

Superintendent of Schools and School Business Administrator South Lewis Central School PO Box 10 Turin, NY 13473

#### To the Hospital:

Jeffery Hellinger, CFO Lewis County General Hospital 7785 North State Street Lowville, NY 13367

#### 11. ENTIRE AGREEMENT

This Agreement contains and embraces the entire agreement between the parties, and it or any part of it may not be changed, altered, modified, limited, terminated or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the parties hereto, their legal representatives, successors or assigns.

#### 12. BOARD APPROVAL

This Agreement is subject to approval by the district's Board of Education.

#### 13. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

#### 14. VENUE

All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Lewis County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute) and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

#### SIGNATURES:

Merald & Cay-Chief Executive Officer

President Board of Education

Superintendent of Schools

5-21-2018

Date

6-18-2018

Date

6/16/18

#### FIRST ADDENDUM TO THE SCHOOL BASE HEALTH CENTER MEMORANDUM OF UNDERSTANDING

A First Addendum to the Memorandum of Understanding (MOU) effective July 1, 2017, between the Lewis County General Hospital (Hospital), 7785 N. State St., Lowville, NY 13367, and the Board of Education of the South Lewis Central District (Board or District) and Douglas Premo, Superintendent of Schools of the South Lewis Central School District, with offices located at 4264 East Road, P.O. Box 10, Turin, NY 13473.

This is the first modification and extension to the MOU, effective July 1, 2022. The MOU will remain in effect for four (4) School Years through June 30, 2026.

#### **CURRENT AGREEMENT:**

Effective Date: July 1, 2017

#### 8. PAYMENT

Board agrees to provide supplemental funding for the School-Based Health Center as follows:

School Year	Period Covered	School Year Amount
2017 - 2018	July 1 to June 30	\$96,000.00
2018 - 2019	July 1 to June 30	\$66,000.00
2019 - 2020	July 1 to June 30	\$21,000.00
2020 - 2021	July 1 to June 30	\$21,000.00
2021 - 2022	July 1 to June 30	\$21,000.00

Except for the first year, two payments to the Hospital will be made each school year in amounts equal to one-half of the total payment for the School Year Amount on or before September 1 and on or before February 1 of the school year. The first year payment will be made as soon as possible after the agreement is approved and executed by both parties.

## The SCHOOL BASE HEALTH CENTER MOU shall be modified as follows:

Effective Date: July 1, 2022

#### 8. PAYMENT

Board agrees to provide supplemental funding for the School-Based Health Center as follows:

School Year	Period Covered	School Year Amount
2022 - 2023	July 1 to June 30	\$45,000.00
2023 - 2024	July 1 to June 30	\$45,000.00
2024 - 2025	July 1 to June 30	\$45,000.00
2025 - 2026	July 1 to June 30	\$45,000.00

Two payments to the Hospital will be made each school year in amounts equal to one-half of the total payment for the School Year Amount on or before September 1<sup>st</sup> and on or before February 1<sup>st</sup> of the school year.

#### There are no other known modifications.

IN WITNESS WHEREOF, the parties hereto have caused the FIRST ADDENDUM TO THE SCHOOL BASE HEALTH CENTER MEMORANDUM OF UNDERSTANDING to be executed and be to be effective as of the date first above written.

SIGNATURES:

Merald R. Cayer	03/30/2022
Gerald R. Cayer	Date
Chief Executive Officer	
Andrew Liendecker	Date
President, Board of Education	
Davides Dromo	 Date
Douglas Premo Superintendent of Schools	2410
Superintendent of Schools	

# SOUTH LEWIS CENTRAL SCHOOL DISTRICT

# SCHOOL PHYSICIAN SERVICES AGREEMENT

For School Year Ending
June 30, 2023

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

This Agreement shall begin on July 1, 2022, and extend through the fiscal year ending June 30, 2023, provided that either party shall have the option to cancel the engagement as set forth in paragraph 9.

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

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

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

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

# 3. NATURE OF SERVICES REQUIRED:

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

5.) For new employees of the District who do not present a certificate from their family physician.

6.) For employees of the District employed as Bus Drivers, as required by Federal

and State laws.

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

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

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

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

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

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

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

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

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

#### Other Responsibilities. f.

- 1.) Provide recommendations in the development of board policies, administrative regulations and district practices concerning health-related issues.
- 2.) Provide services required by law relative to Automatic External Defibrillation.
- 3.) The School Physician or designee will offer flu shots to staff not covered by the District's insurance carrier.
- 4.) Provide services associated with the Athletic Placement Process (formerly known as Selective Classification).
- 5.) Perform such other tasks and assume such other responsibilities as the District's Superintendent may assign and are agreed to by the Contractor's Clinic Manager.

# 4. RESPONSIBILITIES OF THE DISTRICT:

· , 1 9

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

all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

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

# Commercial General Liability Insurance-

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

# Medical Malpractice Insurance-

my No

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

# Workers' Compensation and NYS Disability-

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

Services for July 1, 2022 – June 30, 2023: not to exceed \$22,000.

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

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

To the District:

Superintendent of Schools, and School Business Administrator South Lewis Central School PO Box 10

Turin, NY 13473

To the Contractor:

H 1 1 10

Jeffery Hellinger, CFO

Lewis County General Hospital

7785 North State Street Lowville, NY 13367

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

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

For the South Lewis Central School District:	For the Lewis County General Hospital:	
Name: Andy Liendecker	Name: Jeffery Hellinger	
Title: BOE President	Title: CFO	
Date:	Date: 3 21 22	
Date approved by the Board of Education:		

# South Lewis Central Schools

Mr. Douglas Premo, Superintendent

## South Lewis Middle School

P. O. Box 70, East Rd., Turin, NY 13473 315-348-2570, Fax 315-348-2510

Ms. Judith A. Duppert Middle School Principal 315-348-2570

Mrs. Amanda Kogut Middle School Counselor 315-348-2575

TO: Board of Education and Mr. Premo FROM: Judy Duppert

CC: Richard Poniktera DATE: March 28, 2022

RE: Items for Discard

I respectfully request to discard the book drop located in the Middle School Lobby for the following reasons:

- books often get damaged when returned in it
- few students use the book drop
- students can easily go to the library during Activity Period, Study Hall, etc. to return books
- if they return books to the library, the library staff can encourage them to take out another book
- it takes up space that would be better served for other things

# 199 - 6 20 South Lewis Central School District

#### Mr. Douglas E. Premo, Superintendent

P.O. Box 68, Port Leyden, NY 13433 315/348-2660

Christopher Villiere, Principal

To: Board of Education

From: Christopher Villiere, Elementary Principal and Director of Health, Physical

Education, and Athletics

Date: April 6, 2022

RE: Batting Cage, Outfield Fence, and Neck Machine

#### Dear Mr. Premo and the Board of Education:

We respectfully request to dispose of three items:

- Neck machine from our fitness room
- Old batting cage net
- Temporary outfield fencing

Thank you for your consideration,

Christopher Villiere Elementary Principal and Director



Leady Partners Innovator Excel

Phone: 315.361.5510 ♦ Fax: 315.361.5517

SCOTT A. BUDELMANN, District Superintendent LISA M. DECKER, Deputy Superintendent for Finance & Operations MATTHEW C. WILLIAMS, PhD, Assistant Superintendent for Curriculum & Instruction

To: Superintendents

From: Lisa Decker, Deputy Superintendent for Finance & Operations

Madison-Oneida BOCES

Date: April 7, 2022

Ret Participation in RIC Bids with Non-General Fund Dollars

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.

If you wish to purchase from the MORIC regional bids for technology and software using non-general fund dollars, you may do so by having the Board of Education approve the attached Cooperative Bidding Resolution. Next, your assigned Mohawk Regional Information Center Technology Planning Specialist will assist you in the development of a proposal, the initiation of the purchase, and the coordination of the installation and subsequent support. In order to ensure that such purchases that are processed by MORIC do not generate BOCES aid you must identify those items to your Planning Specialist and your local BOCES.

Building aidable or grant funded equipment installed by the Mohawk Regional Information Center will have a "RIC Installed" 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 2, 2022.