

# South Lewis Central Schools 2020-21



We are South Lewis!



## Board of Education



THANK YOU



## Introduction of New Faculty/Staff

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Welcome to the South Lewis Family!



Lisa Brown  
Athletic Trainer

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Robert Rounds  
MS/HS Cleaner (3<sup>rd</sup> Shift)

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Angela Arthur  
MS Guidance Keyboard Specialist

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Janie Wood  
MS Special Education

---



Cindy Clintsman  
MS/HS Food Service

---



Hannah Zehr  
MS Science

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Bob Martin  
Bus Driver

---



Amanda Jones  
Bus Driver



Steve Fuller  
School Lunch Manager





Jan Jackson  
Aide @ MS/HS

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James Kristoff  
Bus Driver

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Brittany Salmon  
Port Leyden Nurse



Asia Compton  
Keyboard Specialist (HS and Athletics)





James Lamm  
Cleaner/Bus Driver



Millie Csagolo  
Bus Driver

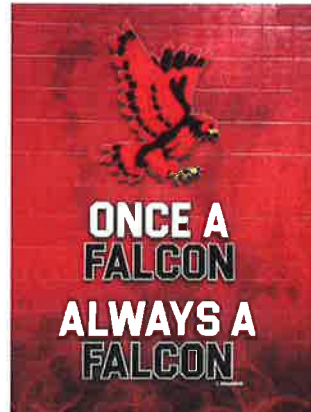




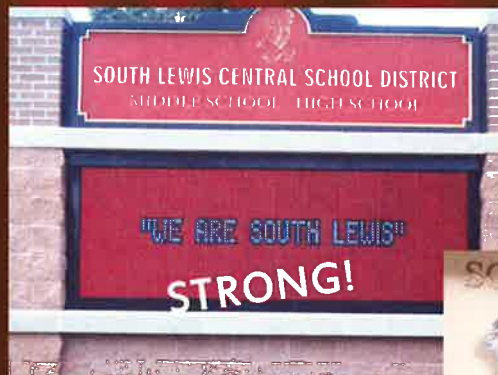
## Once a Falcon – Always a Falcon



Welcome to the South Lewis Family!



2020-21 will be our  
best year yet!



Team South Lewis!





Dear Utica National School Policyholder,

We want to congratulate you on a job well done and virtually present you with this year's School Safety Excellence Award! Your continued efforts to provide a safe, healthy, and focused culture for learning in 2020 are to be applauded and we're pleased to be able to present this award to you.

Like all of you, we have been closely monitoring the continuing developments surrounding the Novel Coronavirus (COVID-19) over the past several months.

At the member companies of Utica National, we've built a reputation over the last 45-plus years of promoting school safety and providing guidance and risk management services to help keep students and staff safe.

In recent weeks, we've been discussing concerns regarding COVID-19 and its effect on upcoming events. Based on the input we've received and after consulting with our corporate leadership team, we've made the difficult decision to **cancel our upcoming New York State School Risk Management Seminars on *Easing the Epidemic: Addressing the Rapid Rise of Opioid and Vaping Use by Students***. We had hoped that delaying these seminars to the fall would have allowed us to move forward, but unfortunately, in-person gatherings continue to pose a health risk.

We had a great topic and engaging speakers planned, and yet our concerns over risking your health and that of the staff and students of the schools we insure, outweigh any other consideration. We are hoping to continue with this theme for the Spring 2021 Risk Management Seminars.

If you should have any questions please contact Mike Centrone at 716-639-2347 or [michael.centrone@uticanational.com](mailto:michael.centrone@uticanational.com) or John Acee at 315-734-2556 or [john.acee@uticanational.com](mailto:john.acee@uticanational.com).

Please visit our Spring School Risk Management Seminars page at [uticanational.com/eiu-spring-seminars](http://uticanational.com/eiu-spring-seminars) for updated information.

We look forward to seeing you soon.

A handwritten signature in black ink that reads 'Brian D. Saville'.

Brian D. Saville  
Senior Vice President  
Educational Institutions Unit  
Utica National Insurance Group



 Utica National Insurance Group<sup>®</sup>

*2020 School Safety*



# EXCELLENCE AWARD




*Presented to*

South Lewis Central School District

In recognition of the School's outstanding efforts to create  
a safer school environment, and as a direct result of the school's diligence  
and adherence to safety principles prescribed to safety group members,  
this certificate is hereby awarded on

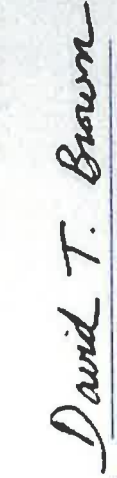
March 30, 2020



Richard Pizzuco, CSP, ALCM  
Regional Manager  
Risk Management



Brian D. Saville  
Resident Senior Vice President  
Educational Institutions



David T. Brown, CPCU, AU  
Underwriting Manager

*Over 45 years of helping schools create a safer environment for students and staff.*





## 2020 Pratt Northam COVID-19 Community Impact Grant Fund

The COVID-19 pandemic has highlighted some critical stress points in our communities. From food system shortages, childcare availability, family services and support, educational support (including a lack of internet access) and more. To bolster our communities in response to the COVID-19 pandemic, the Pratt Northam Foundation announces a \$180,000 COVID-19 Grant Fund for the region we serve, from Boonville, NY, to all of Lewis County and Carthage, NY. This grant funding has been made available as a one-time program for 2020 with awards to be granted in November of 2020.

This program may offer award(s) from \$1,000 to \$180,000 for a project(s) that will to enhance our communities and address the needs that have risen due to the COVID19 pandemic. Examples may include (but are not limited to) projects that support and expand supply chains (food and other consumer goods), local foods systems, farm to school initiatives, daycare availability, educational resources, youth initiatives and projects that strengthen our community. **Applicants must be a 501(c)(3) not-for-profit, charitable organization, church, government agency or community organization who is heavily involved in the community.** Disbursement of funds will be subject to any conditions included in the grant award.

The following Request for Proposals (RFP) outlines the process for application. The Pratt Northam Foundation is looking for creative and innovative programs and initiatives that will address current Covid-19 related community concerns and have an immediate impact in our communities.

Please note the requirements of each section. Proposals that are incomplete or do not meet the program goals will be removed from consideration. If you have any questions about the RFP, please contact Pratt Northam Executive Director, Karen Petersen at [prattnortham@gmail.com](mailto:prattnortham@gmail.com), or phone (315) 804-0312.

## 2020 Pratt Northam Request for Proposal (RFP)

All applications MUST include the following:

**Contact:** A primary contact, name, business name, job title, email, and phone number.

**Applicant Organization Description:** Briefly describe your organization (not-for-profit, government agency, organizational status, etc.), services offered, and number of years in operation. Note size and scale in terms of annual budget, and any other applicable items.

**Statement of Purpose:** Describe the local community issue(s) or need(s) that your project proposes to address. Identify the ways that your project proposes to address these issue(s) or need(s). State your project's goals. (100-200 words)

**Plan:** Provide a summary of your project. Describe how the funding will be used to address the issues and meet the goals described above. Clearly state the immediate impact(s) that your project will have, and how they will

be measured. Please include a timeline (including milestones) for completion of actions you will undertake in your project (200-300 words)

**Budget:** (to be included with Project Plan) A list of material/project costs noting how Pratt Northam grant funds and any matching funds or in-kind investments (partnering for funds is encouraged) will be used. Allowable costs may include equipment, supplies, materials, contractors, consultants and other costs appropriate for the project. Can your project move forward with partial funding? If so, what is the minimum amount of funding that would keep your project moving forward?

**Reporting:** Please indicate your commitment to reporting back to Pratt Northam on how funds were spent. The reporting process must clearly demonstrate the project's impact (Return on Investment, community impact, etc.). Describe how you will report to Pratt Northam, and provide a timeline for doing so. Pratt Northam may require estimates or invoices before disbursement of grant funds.

*The Pratt Northam Foundation is utilizing funding from their Workship and Careers Here Programs which were suspended for the summer of 2020 due to the Covid19 pandemic. It is the goal of the Board of Directors that this funding will encourage programs and projects that will provide immediate support and relief to problems that the community is struggling with as a result of Covid19.*

Applications are due no later than October 15, 2020 at midnight. Please submit your application and/or any questions to [prattnortham@gmail.com](mailto:prattnortham@gmail.com). The Foundation reserves full discretion in making it's grant decisions, including the criteria used, modification of criteria and requests for additional information and whether any grant is made under this program.

## **Evaluation Criteria**

### **Applicant Organization Description:**

Provide an adequate background for applicant reviewers to understand the project context and your readiness and ability to implement the proposed project.

### **Statement of Purpose:**

Provide a clear and concrete description of the community concerns/issues that your project will address. Identify the ways your project will address the community need(s) and issue(s). State your goals clearly and explicitly.

### **Plan:**

Describe a clear plan that speaks to the goals you have set with sufficient details of how goals will be obtained, including how you will measure the impact. Clearly describe how funding will be used, and provide a timeline for your project. Provide a proposed budget and please verify if you will be providing matching funds or funding from other grant sources

### **Reporting:**

Measuring success in achieving goals is critical to assessing your project and sharing outcomes with our Board. Your commitment and understanding of measuring and reporting on outcomes is essential to all projects.



# *South Lewis Central School District*

Mr. Douglas Premo, Superintendent

4264 East Rd  
PO Box 10  
Turin, NY 13473  
315-348-2500  
Fax: 315-348-2510  
[www.southlewis.org](http://www.southlewis.org)

September 23, 2020

Karen S. Petersen, Executive Director  
Pratt-Northam Foundation  
P.O. Box 104  
Lowville, NY 13367  
[prattnortham@gmail.com](mailto:prattnortham@gmail.com)

Dear Ms. Petersen:

Enclosed please find the fully completed South Lewis Central School 2020 Pratt Northam Request for Proposal in response to the 2020 Pratt Northam COVID-19 Community Impact Grant Fund opportunity.

At present, 1 in 4 of our students do not have internet service in their home, creating barriers for access to instruction and educational opportunities on days of remote instruction. The families who lack internet access are some of the most vulnerable families in our community. Therefore, we would kindly ask your consideration for an award to fund our proposed internet access project for families who do not presently have internet service. The project would provide immediate relief and equity of internet access for families throughout the District.

Please feel free to contact us should you have any questions regarding our Request for Proposal or are in need of any further information.

Thank you and be well.

Respectfully submitted,



Douglas Premo  
Superintendent of Schools

# *South Lewis Central School District*

4264 East Road, P.O. Box 10  
Turin, NY 13473  
(315)348-2500

## 2020 Pratt Northam COVID-19 Community Impact Grant Fund Request for Proposal

### **Contact:**

Scott Carpenter  
Director of Information Technology  
South Lewis Central School  
4264 East Road, PO Box 10  
Turin, NY 13473  
scarpenter@southlewis.org  
(315) 348-2567

### **Applicant Organization Description:**

South Lewis Central School is a public school district with an enrollment of approximately 1,000 students spanning Grades Pre-K through Grade 12. The District is a high needs, rural district with approximately 64% of students identified as economically disadvantaged and 25% being identified as students with disabilities. The District is the fourth largest school district in New York State with regard to geographic span encompassing approximately 464 miles. Given the factors noted above, the District is faced with many challenges with regard to educating the students of the community. These challenges have been compounded due to the impact of the COVID-19 pandemic.

### **Statement of Purpose:**

As the District has endured the challenges of the COVID-19 Pandemic, we have identified the lack of reliable internet service as a need for families as we provide instruction in a remote and/or hybrid learning environment.

There is a significant discrepancy in availability of internet in some of the remote regions of the District with some households having no internet access available. The next barrier is the cost of service as many of our families are economically disadvantaged and cannot afford to pay for internet access. When surveyed, approximately 76% of families stated they had internet service in their home and 24% stated they did not have internet in their home. Of the "Yes" responses, some qualified their answer with explanations of slow speed, inconsistent operability and inability to support use by more than one student within the household at once. Ultimately, approximately 1 in 4 of our students do not have internet access.

Therefore, the District has identified the need of providing internet access to targeted students and families. Our goal would be to provide internet access to these students so they may fully participate in the remote educational programming along with their peers who have internet access.

**Plan:**

Any funding provided would be used to purchase mobile hotspots and their corresponding 12-month service subscription for internet access. The hotspots would provide students with safe, content-filtered internet and allow them to fully participate in remote instruction. Less this District intervention, the digital equity access divide will remain a barrier for those students who do not have access.

The immediate impact of the project would be internet access for students when they are off campus for remote instruction under our current hybrid learning model. These hotspots would also be invaluable to these students in the event that they are required to pivot to a completely remote instructional model in the future.

Another issue that would be addressed by the deployment of hotspots would be the provision of computer based accommodations for students with disabilities when participating in remote learning. Internet access would allow for access to electronic accommodations for students with disabilities such as text readers, speech to text, etc. At present, if students with disabilities do not have internet access and require paper and pencil assignments, accommodations will only be available with assistance within the household, which varies greatly for our students.

Internet access would also afford students with disabilities the opportunity for remote related services sessions for services such as speech and counseling and would help ensure greater access to these services on remote learning days.

The impact of the project can be measured in analysis of hotspot usage on days of remote learning and completion of digital assignments.

The timeline for completion would commence upon grant award. Devices would be ordered through the Regional Information Center. Target students would be identified during the pendency of the hardware order. Once the hardware is received, it would be disseminated to targeted students. Hotspot usage data would be regularly monitored.

**Budget:**

The budget for our proposed project is as follows:

Quantity	Description	Cost/each	Extended Cost
100	Educational Internet Hotspots	\$260	\$26,000

At this point in time, the District does not have any discretionary, General Fund matching funds due to the fiscal restraints of reduced State Aide and increased expenditures required for in-person instruction (i.e. PPE, cleaning products, etc.). The project would be able to move forward with partial funding, but the number of devices would need to be adjusted to correlate to the amount of funding received.

**Reporting:**

South Lewis Central School is committed to reporting to Pratt Northam how the monies of this grant project are spent. The report will include number of families and students impacted and the total cost for the project. This reporting can be provided as soon as hardware is received and deployed to targeted students/families.

The District will also be able to provide aggregate device internet utilization data at the end of the 2020-2021 school year from an analysis of data provided by the internet service provider.



# NEW YORK STATE REGIONAL INFORMATION CENTERS STUDENT INTERNET AND DEVICE EQUITY

## REMOTE LEARNING ACCESS

To address the digital divide in New York, the 12 RICs and 37 BOCES worked collaboratively with a vendor partner to create the following cost-efficient Educational Hotspot Program for districts to leverage in support of student learning outside the classroom.



Home Internet  
Access with Filtering



Home Device  
Access



Anti-virus and  
Security

## EDUCATIONAL HOTSPOT PROGRAM OVERVIEW

Educational hotspots provide students with a safe, filtered, Internet connection to communicate, collaborate, and engage in learning experiences with their teachers, peers, and course content from home. The following program is being made available through a statewide RIC One and BOCES of New York State partnership with Kajeet, a company that specializes in Internet connectivity solutions for P-12 school systems across the country. This program will benefit school districts supported by the RIC and BOCES as well as Buffalo, Rochester, Syracuse City, and Yonkers.

### DEVICES



**Available Devices:** 100,000 devices have been allocated to K-12 digital equity nationwide

**Device Types:** Mobile Hotspots with Verizon, AT&T, Sprint, or T-Mobile are available for purchase and delivery by mid-to-late August 2020

**Note:** Existing Kajeet devices do not qualify for this program

### CARRIER AND DATA



**Data:** Unlimited to 30gb/month per device

**Note:** Additional data may be throttled by Kajeet and capped at 500mb per day per device

**Carrier:** Carrier is assigned by the district on a per device basis during onboarding

**Note:** Carrier may be changed if users experience connectivity issues with the current carrier

### PROGRAM COST



**Cost:** \$260/Device

**Service:** RIC and BOCES Service Fees Waived

**Other Program Details**

12-month Term of Service  
Statewide Minimum of 10,000

**District Purchasing Deadline**  
August 7, 2020

**Note:** Districts should purchase as early as possible to ensure devices are still available through this program

## SUSTAINABILITY PLANNING

The current program is available for 2020-2021 only. When the service ends next year, districts will have the option to continue with Kajeet services through their local RIC based on Kajeet's current service options at that time. Please note: If a district wants to commit to a 2-year agreement at the current pricing, they have that option for this window only. If districts do not opt to continue with services, they may safely dispose and recycle the hotspots from the current program.



BOCES have been partnering with school districts for 70 years to help meet students' evolving educational needs through cost-effective and relevant programs.





## REMOTE LEARNING ACCESS

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Home Internet  
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Home Device  
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Anti-virus and  
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### EDUCATIONAL HOTSPOT PROGRAM: FAQs

#### **Are all districts eligible to participate in the initiative?**

All districts that are served by a Regional Information Center (RIC) or one of the Big 4 are eligible to order devices through this initiative. Anyone with questions about district eligibility should contact their local RIC.

#### **How many devices can each district order?**

Each district may order as many devices as they want. The statewide order *minimum* is 10,000 devices.

#### **How much do the devices cost?**

Each hotspot costs \$260 for a 12-month term. While this includes a small administrative fee for order processing costs, a cross contract fee and other service fees will not be applied as part of this initiative.

#### **How do districts order the devices?**

Districts will receive an online order form from their RIC. They will need to provide district contact information, the number of devices they wish to order, and other relevant logistical details.

#### **Kajeet devices are already used in my district. Are they included in this initiative?**

Districts that have already purchased Kajeet devices may not apply them to this program. Additional devices, however, may be purchased through this initiative.

#### **When will the devices arrive?**

Devices ordered through this initiative by the deadline are expected to arrive at the district-specific location in mid-to-late August. Kajeet SmartSpots arrive fully activated and kitted in ready-to-distribute status.

#### **What support is available through Kajeet?**

Kajeet coordinates all onboarding and provides Tier 1 support to each district on request. This will occur through the contact that districts list when the initial order is placed. This includes the coordination of returns of any devices, if necessary.

#### **Do the Kajeet devices filter content?**

Yes! All Kajeet hotspots come with CIPA-compliant filtering. District staff have access to a dashboard that allows them to manage data allocations, device usage, filtering settings, and policies.



BOCES have been partnering with school districts for 70 years to help meet students' evolving educational needs through cost-effective and relevant programs.





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## South Lewis Elementary Buildings Community Survey



Both the Glenfield and Port Leyden Elementary buildings are scheduled to be closed September 2021.

A group of school and local government officials have been working together to encourage re-use of the buildings that meets the greater community's needs. This group has prepared a survey to ask for community input on the future of the two buildings.

We would request that you take 5-10 minutes to complete the survey. The deadline for completion is **OCTOBER 30TH.**

 You may complete the survey by **CLICKING ON THE BUTTON ON THIS FLYER** or by **VISITING OUR SOUTH LEWIS CENTRAL SCHOOL WEBPAGE** at **[www.southlewis.org](http://www.southlewis.org)** where the link is posted. 



# SouthLewisStrong



# *South Lewis Central School District*

Mr. Douglas Premo, Superintendent  
4264 East Rd  
PO Box 10  
Turin, NY 13473  
315-348-2500  
Fax: 315-348-2510  
[www.southlewis.org](http://www.southlewis.org)

**October 7, 2020**

## **NEWS FOR IMMEDIATE RELEASE**



### **SOUTH LEWIS ELEMENTARY BUILDINGS RE-USE COMMUNITY SURVEY**

Both the Glenfield and Port Leyden Elementary buildings are scheduled to be closed September 2021. A group of school and local government officials have been working together to encourage re-use of the buildings that meets the greater community's needs. This group has prepared a survey to ask for community input on the future of the two buildings.

The survey can be found on the South Lewis District website homepage at [www.southlewis.org](http://www.southlewis.org). The survey is open until October 30<sup>th</sup>.

Thank you for taking 5-10 minutes to complete this survey.

Any questions can be directed to Mr. Douglas Premo, Superintendent of South Lewis Schools, at 315-348-2508.



## **Glenfield Elementary School**



**View from Main Street, Glenfield.**



**Oblique aerial view.**



**Overhead aerial view showing entire parcel.**

## **Glenfield Elementary Building Biography Report**

<b>Total building square footage</b>	<b>47,460</b>
<b>Year built</b>	<b>1930</b>
<b>Acreage</b>	<b>7.14 acres</b>
<b>Building addition years</b>	<b>1962, 1988, 2001</b>
<b>Classrooms</b>	<b>22</b>
<b>Office areas</b>	<b>7</b>
<b>Gym</b>	<b>3,036 square feet</b>
<b>Kitchen</b>	<b>600 square feet</b>
<b>Walk-in cooler</b>	<b>107 square feet</b>
<b>Elevator</b>	<b>2 floors</b>
<b>Basement</b>	<b>14,500 square feet</b>
<b>Toilet rooms</b>	<b>22</b>
<b>2 Boilers</b>	<b>97.7 HP, Gas (natural)</b>
<b>Gas service</b>	<b>National Grid</b>
<b>Electric service</b>	<b>600 AMP/208Y/3PH 4-wire</b>
<b>Water</b>	<b>Municipal</b>
<b>Sewer</b>	<b>Municipal</b>

**Located directly on snowmobile trail**

**Recent income survey shows low-moderate income eligibility**

**40 water EDUs**

**Public transportation available**

## **Port Leyden Elementary School**



**View from E. Main Street, Port Leyden.**



**Oblique aerial view.**



**Overhead aerial view showing entire parcel.**

## Port Leyden Elementary Building Biography Report

<b>Total building square footage</b>	<b>43,100</b>
<b>Year built</b>	<b>1912</b>
<b>Acreage</b>	<b>3.38 acres</b>
<b>Building addition years</b>	<b>1951</b>
<b>Classrooms</b>	<b>20</b>
<b>Office areas</b>	<b>6</b>
<b>Gym</b>	<b>3,762 square feet</b>
<b>Kitchen</b>	<b>374 square feet</b>
<b>Walk-in Cooler</b>	<b>N/A</b>
<b>Elevator</b>	<b>3 floors</b>
<b>Basement</b>	<b>2,349 square feet</b>
<b>Toilet rooms</b>	<b>14</b>
<b>2 Boilers</b>	<b>88 Hp (combined) #2 fuel oil</b>
<b>Fuel tank</b>	<b>10,000-gallon double wall fiberglass</b>
<b>Electric service</b>	<b>800 AMP/208Y/3PH</b>
<b>Water</b>	<b>Municipal</b>
<b>Sewer</b>	<b>Municipal</b>

**Meets low-moderate income requirements**

**Public transportation available**



# **South Lewis Central Schools**

## **Board of Education Goals**

### **2020.21**

**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 encourage and support teachers in developing, implementing, monitoring, and adjusting innovative instructional approaches to identify and address individual student skill levels and learning needs as we adapt to providing education with the COVID-19 environment. This goal is also inclusive of supporting school administration in meeting all State and Department of Health guidelines in order to get all students back to in-person learning as quickly and safely as possible.**

**The Board of Education will promote and encourage the re-purposing of the Glenfield Elementary and Port Leyden Elementary buildings in a way that benefits the local communities.**

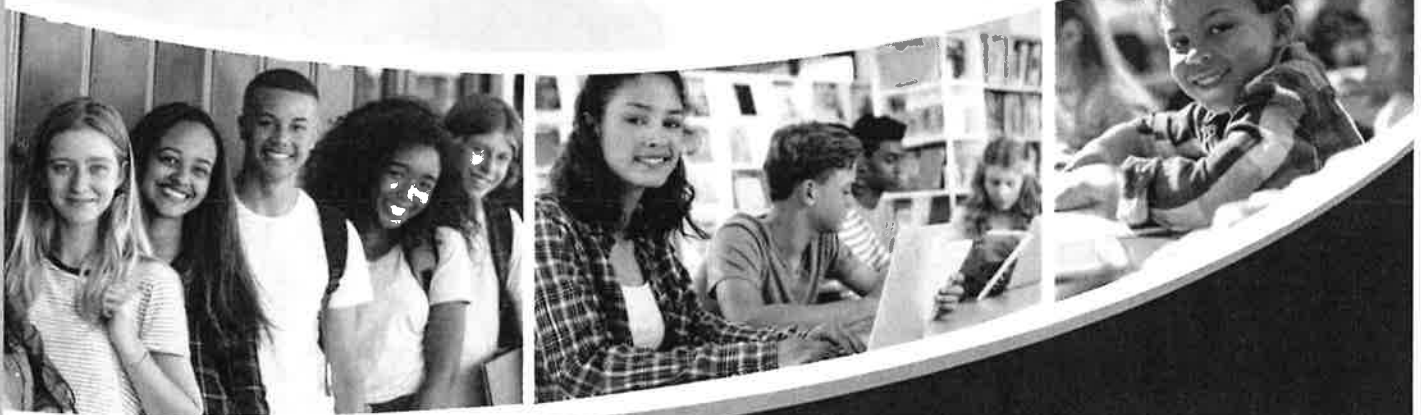


New York State  
School Boards  
Association

# VOTING DELEGATES' GUIDE

Proposed Bylaw Amendments & Resolutions

for the  
2020 Annual Business Meeting



**Please Note:**

The proposals contained within this booklet are not the official positions of the New York State School Boards Association (NYSSBA). Rather, these proposals represent items introduced by individual NYSSBA member boards or the NYSSBA Board of Directors for consideration at the 2020 Annual Business Meeting.

Moreover, proposals advanced by the NYSSBA Board of Directors are not the positions of the Board, nor should their advancement be considered endorsement by the NYSSBA Board. Proposals advanced by the Board of Directors are done so because the Board of Directors has identified an issue, by way of a resolutions survey sent to all members, on which they seek the membership's input.

**No individual board, including the NYSSBA Board of Directors, can adopt a formal position statement or change to the Association bylaws. Only a vote of the delegates at the Annual Business Meeting can adopt a formal position statement or change to the bylaws of the Association.**

To view NYSSBA's current bylaws and position statement, please see the links below.

[NYSSBA Bylaws](#)

[NYSSBA 2020 Position Statements](#)



# New York State School Boards Association

*Better School Boards Lead to Better Student Performance*

24 Century Hill Drive, Suite 200  
Latham, New York 12110-2125

Tel: 518.783.0200 | Fax: 518.783.0211  
[www.nyssba.org](http://www.nyssba.org)

TO: School Board Members and Chief School Administrators

FROM: Matthew Clareen, Resolutions Committee Chair

DATE: October 2, 2020

This is the report of the recommendations of the Resolutions Committee on proposed resolutions, which will be acted upon by the delegates at the New York State School Boards Association's Annual Business Meeting to be held virtually on **Saturday, October 31st, 2020 at 8:30 a.m.**

Within this report you will find the following:

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## NYSSBA BOARD OF DIRECTORS

President .....	FRED J. LANGSTAFF
1 <sup>st</sup> Vice President .....	PEGGY ZUGIBE
2 <sup>nd</sup> Vice President .....	SANDRA H. RUFFO
Treasurer .....	THOMAS NESPECA
Immediate Past President.....	WILLIAM MILLER
Area 1 .....	LINDA R. HOFFMAN
Area 2 .....	RODNEY GEORGE
Area 3 .....	CHRISTINE SCHNARS
Area 4 .....	SANDRA RUFFO
Area 5 .....	WILLIAM MILLER
Area 6 .....	WAYNE ROGERS
Area 7 .....	CATHERINE LEWIS
Area 8 .....	BRIAN LATOURETTE
Area 9 .....	JOHN REDMAN II
Area 10.....	PEGGY ZUGIBE
Area 11.....	ROBERT "B.A." SCHOEN
Area 12.....	CATHERINE ROMANO
Area 13.....	RICHARD CARRANZA
Director, Big 5 School Districts .....	WILLA POWELL
Director, Caucus of Black School Board Members .....	MICHAEL JAIME

## RESOLUTIONS COMMITTEE

Area 12/Chair .....	MATTHEW CLAREEN
Area 1 .....	JODEE RIORDAN
Area 2 .....	MAUREEN NUPP
Area 3 .....	MARY WEIMER
Area 4 .....	JEANNE SHIELDS
Area 5 .....	RUSSELL WEHNER
Area 7 .....	ANNE SAVAGE
Area 8 .....	KERRI GREEN
Area 9 .....	JOHN PASICHNYK
Area 10.....	FRANK SCHNECKER
Area 11.....	MICHAEL WEINICK
Area 13.....	ROSEANN NAPOLITANO
Big 5.....	LOUIS PETRUCCI
Caucus of Black School Board Members .....	SLYVESTER CLEARY

## **ORDER OF BUSINESS 2020 BUSINESS MEETING**

### **RECORDED REMARKS**

- President's Remarks
- Report of the Executive Director
- Report of the Treasurer

### **THE BUSINESS MEETING**

- President's Welcome
- Meeting Procedures and Instructions
- Announcement of a Quorum
- Adoption of Order of Business
- Adoption of Rules of Conduct for the Business Meeting

### **ELECTION OF OFFICERS**

- Announcement of Election Results – Areas 2, 4, 6, 8, 10, and 12
- President
- 1<sup>st</sup> Vice President
- 2<sup>nd</sup> Vice President
- Treasurer

### **CONSIDERATION OF PROPOSED RESOLUTIONS**

- Report of the Resolutions Committee
  - Consideration of Proposed Resolutions Recommended for Adoption
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**PROPOSED RESOLUTIONS**  
**RECOMMENDED BY THE RESOLUTIONS COMMITTEE FOR ADOPTION**

**PROPOSED RESOLUTION 1 – SUNSETTING RESOLUTION**

Submitted by the *Indian River School Board* (7/13/20)

**RESOLVED**, that the New York State School Boards Association shall advocate for an overhaul of the current, inadequate testing system to more accurately measure achievement in skills, knowledge and abilities, and it shall do this by:

- a. Working collaboratively with the New York State Education Department, superintendents, administrators and teachers to create tests that are developmentally appropriate of reasonable length and frequency, and which avoid the unintended consequences of narrowing the curriculum, teaching to the test, reducing love of learning and undermining school climate;
- b. Insisting that educators throughout the State be included in all aspects of the creation of standardized tests; and
- c. Demanding that district personnel be permitted to examine test results, answer keys, and their students' responses so that educators can better assess what each child is learning in relation to what is being taught and so that such tests can truly inform instruction.

**RATIONALE**

(a) Along with the groups mentioned in the (a) part of the resolution we would like to see a role for the SUNY system in the creation of the tests. Subject matter expertise is available there along with expertise on child development and statistical analysis of the test data. Effectively, SUNY can replace the testing company.

(b) We want the educators of the state to be responsible for all aspects in the creation of the tests. Included in that should be a rethinking of the definition of proficiency. Right now the definition is linked statistically to a prediction of college readiness. A criterion referenced definition may be more transparent and give teachers and students a clearer target.

(c) In the last five years the earliest the test results have been available was July 29, 2016 and the latest was September 26, 2018. Teachers and administrators are denied any feedback regarding individual students' performance. No adjustments of lesson plans or changes in staffing are possible using test results. If a district is to make larger, programmatic changes using the test results, they can't: August is too late for that. And, of course, the student is long past caring how they did on the test except that they are likely to be told they are not proficient. A debriefing by their teacher in April and May would catch them at a time of interest and help their learning.

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## **PROPOSED RESOLUTION 2**

Submitted by the *Morrisville-Eaton School Board* (4/19/20)

**RESOLVED**, that the New York State School Boards Association shall support legislation that makes it easier for districts to recover attorney's fees in legal cases related to special education where the district is the prevailing party.

### **RATIONALE**

The current system of legislation is broken as it relates to IDEA. Attorneys have discovered a way to abuse the system of protecting the due process rights of children. They submit a multitude of complex FERPA and FOIL requests, ask for excessive and unusual additions to student IEPs, appeal every decision they deem unsatisfactory, request independent evaluations, demand exhaustive compensatory damages, file for impartial hearings frivolously, and require the payment of high sums for attorney fees as part of a retainer agreement. Even if the school has a strong case, it is often less expensive to settle rather than risk the continued accumulation of costs and the time burden associated with the case.

The cost is not only financial. Equally as damaging are the hundreds of hours spent by administrative, clerical and instructional staff working on these cases and the utterly demoralizing effect it has.

There is a growing network of attorneys using these tactics and every school in the state has the potential of being targeted. National training programs for lawyers looking to capitalize on the holes within IDEA are being presented by attorneys throughout NY. Statewide totals could easily reach into the tens/hundreds of millions of dollars. Legislative action is needed to repair the broken IDEA system in such a way that allows schools to provide necessary services to students while protecting schools from the abuse of a system designed to protect our most vulnerable.

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## **PROPOSED RESOLUTION 3**

Submitted by the *Morrisville-Eaton School Board* (4/19/20)

**RESOLVED**, that the New York State School Boards Association shall support legislation that would shift the burden of proof in special education due process complaints away from the district and back to the party seeking relief.

### **RATIONALE**

The following is a segment from a Legislative Advocacy Brief written in November 2019 titled: "No-Cost Mandate Relief: Align Burden of Proof Obligation in Due Process Cases with Supreme Court Ruling on *Schaffer v. Weast*" by Principal Author, Brian K. Bellair, Ph.D.



In 2018, the US Department of Education (USDoE) published data regarding the numbers of due process complaints filed in the United States for the 2015-2016 school year.<sup>1</sup> A review of this data reveals a pattern of highly disproportionate aggregate due process complaints filed for those states that have shifted the burden of proof from the party seeking relief and placed it exclusively upon school districts. In New York State, there were 106 complaints per 10,000 students. For the same year, the national average of all states was 29 per 10,000 students while the average of those states in which the party was seeking relief bears the burden of proof was 13 complaints per 10,000 students. The USDoE's Office of Special Education Programs collects data via its center for Appropriate Dispute Resolution in Special Education (CADRE)<sup>2</sup> Consistent with 2015-2016 USDoE data, CADRE reports a long history of highly disproportionate due process complaints in New York State when compared to the rest of the Nation.

From 2007-2008, the year in which New York State shifted the burden of proof to school districts, through 2016-2017, the most recent year for which data is available, the percentage of due process claims in the United States that were filed in New York State was a staggering 40%. It is incomprehensible that, during that time period, 40% of all complaints filed in the nation were filed in a single state.

In the United States, school districts spend over \$90 million per year for conflict resolution.<sup>3</sup> This coupled with its sheer volume of cases, has placed a significant undue burden on schools in New York State that must be addressed.

1. 40th Annual Report to Congress on the Implementation of the Individuals with Disabilities Education Act, 2018
2. <https://www.cadeworks.org/sites/default/files/resources/2016-17%20DR%20Data%20Summary%20-%20New%20York.pdf>
3. Pudelski, S. (2016). Rethinking Special Education Due Process: A Proposal for the Next Reauthorization of the Individuals with Disabilities Education Act

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#### **PROPOSED RESOLUTION 4**

Submitted by the *Plattsburgh City School Board* (4/24/20)

**RESOLVED**, that the New York State School Boards Association seek legislative and/or policy changes that would mandate local Industrial Development Agencies to include affected school districts in the development of any Payment in Lieu of Taxes (PILOT) agreement(s). This inclusion must be initiated at the earliest stages of any PILOT consideration.

#### **RATIONALE**

Every year the over 100 local Industrial Development Agencies (IDA) approve and oversee hundreds of local projects that take advantage of PILOT agreements. In 2017 there were over 4,000 projects on going in New

York State. With each project investors are awarded tax abatements in several areas: mortgage tax, sales tax, local government property tax, county property tax and local school tax. These tax abatements (or exemptions) are offset through a negotiated Payment in Lieu of Taxes (PILOT) that is often granted for a set period of time. School Districts are often left out of this process until a final agreement between the developer and the local IDA (City and/or County) is established then the school district is advised of the agreement.

The county and/or city involved in these deliberations weigh the benefits of future increased sales taxes, and local job creation numbers to offset property tax abatements in their calculation of a fair and acceptable PILOT for the developer. School districts have a significant stake (see table below) in this process with no participation, other than to agree to the already determined PILOT. Should a District believe it is negatively impacted, the District has no vote in approving or disapproving the PILOT. The table below shows the amount of property tax exemptions for 2016 and 2017.

These PILOT's are often divided amongst the taxing jurisdictions proportionally as determined by the existing tax rates. In most cases school districts get the larger portion of the PILOT however, that amount is usually below 50% of the anticipated school tax revenue over the duration of the PILOT, with some as low as 25%.

PILOTs are included in a school districts tax levy and tax cap calculation thus preventing any advantage to a school district, that might experience an increase in student enrollment, while a county, city and/or town would see increased revenues through sales tax that would not be included in their tax cap.

It is extremely important that school districts be given a role, if not a central role, in the IDA PILOT process.

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## **PROPOSED RESOLUTION 5**

Submitted by the *New York State School Boards Association Board of Directors* (6/6/20)

**RESOLVED**, that the New York State School Boards Association support legislation at the state and/or federal level that would allow and enhance the sharing of services amongst school districts and other municipalities.

## **RATIONALE**

Shared services can represent significant cost savings for school districts, BOCES and other local governments. Shared service agreements between districts can generate efficiencies, lower expenses and allow for the delivery of services that might not otherwise be available. These efficiencies and cost savings create more financial flexibility for districts.

In recent years, the state has authorized a number of “piggy-backing” laws that allow for the sharing of purchasing of goods and services with other government entities. Pursuing these policies, at the discretion of individual districts and BOCES, could generate meaningful savings in both the short term and long term. It

would benefit school districts, BOCES and the state for these cost-saving measures to continue and be expanded.

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### **PROPOSED RESOLUTION 6**

Submitted by the *New York State School Boards Association Board of Directors* (6/6/20)

**RESOLVED**, that the New York State School Boards Association support proposals to expand opportunities and capacity for online learning.

### **RATIONALE**

The COVID-19 pandemic forced public schools across the state to make a dramatic shift from classroom to virtual instruction. Some school districts were more prepared to initiate online learning than others. In fact, some teachers within individual schools were more prepared than their colleagues.

Our world today is very different from the one we knew just 15 years ago. School districts have been faced with unique challenges and have responded to the pressure with integrity and determination. However, it would be unrealistic to assume this is the last challenge districts will face.

There are countless reasons why school districts may choose to move classes online. A global pandemic is just one. Many rural districts struggle to provide competitive course offerings to their students. Expanding students' options to include an array of online courses could open them up to a world of opportunities. Online learning can also promote collaboration. Students throughout New York could partner with each other to research the next breakthrough in medical science; foreign language students could build lasting relationships with their peers internationally.

The state must develop policies and provide the necessary resources to expand online learning opportunities for school districts across the state.

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### **PROPOSED RESOLUTION 7**

Submitted by the *New York State School Boards Association Board of Directors* (6/6/20)

**RESOLVED**, that the New York State School Board Association should support proposals to incorporate pre-kindergarten funding into the school aid formulas used for K-12 education.

### **RATIONALE**

High quality pre-kindergarten programs can make a critical difference to students' early education. Pre-k can give them a significant advantage upon entering kindergarten.

Pre-k programs require funding that is reflective of enrollment, student need, district wealth and other local factors. It is critical to establish an ongoing funding source through utilization of formula-based aid that reflect these realities. This will create a degree of parity with K-12 programs and will create a predictable source of funds to aid districts in annual budgeting.

NYSSBA should continue to recommend that funding be made available to all districts annually through formulaic distribution. Despite funding increases in recent years, state pre-k funding has been mostly competitive grant-based and has generally been limited to high-need districts. This lack of a reliable, sustained source of funding has discouraged too many districts from creating pre-k programs. Demand remains high among districts for pre-k programs. Formula-based funding is the most effective way to help support districts in meeting that demand.

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### **PROPOSED RESOLUTION 8**

Submitted by the *New York State School Boards Association Board of Directors* (6/6/20)

**RESOLVED**, that the New York State School Boards Association oppose proposals to raise the number of charter schools authorized in the state.

### **RATIONALE**

The New York Charter Schools Act of 1998 initially implemented a numerical limit of 100 charters to be issued by the Board of Regents (BOR) and the Board of Trustees of the State University of New York (SUNY). By 2015, that cap had increased to 460. Of the 460 cap, New York City has its own maximum of 50 charter schools. Amendments were made in 2015 to allow for the reissuance of 22 charters that had been surrendered, revoked, terminated or not renewed. The reissuance of charters is one way to circumvent the cap that New York City has already reached.

Hundreds of public school districts remain underfunded. Meanwhile, state financial support for charter schools diverts funding that can otherwise be used to support the state's public school districts. New York State needs to limit the growth of the charter industry so that public dollars can be invested in public schools.

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## **PROPOSED RESOLUTION 9**

Submitted by the *New York State School Boards Association Boards of Directors* (6/6/20)

**RESOLVED**, that the New York State School Boards Association should oppose proposals to expand mayoral control to school districts beyond New York City.

### **RATIONALE**

School districts are best administered by their own governing body - the duly elected school board. A school board is chosen by the voters of the school district for the specific purpose of overseeing district administration and policy. Mayors are generally chosen for an entirely separate purpose.

NYSSBA should be committed to the principle that districts are best governed according to their own decisions and policies. This includes issues related to control and oversight. The control of a district and/or the decision of who should lead each district is best left to each district's own community.

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## **PROPOSED RESOLUTION 10**

Submitted by the *New York State School Boards Association Board of Directors* (6/6/20)

**RESOLVED**, that the New York State School Boards Association support proposals to regulate and restrict the use of tobacco products among youth.

### **RATIONALE**

The negative health impacts of tobacco have been well-known for decades. It continues to be a leading cause of preventable disease, disability, and death in the United States. Despite educational campaigns to inform the public of the dangers of tobacco products, the tobacco industry has worked hard to influence a new generation of users. Once thought to be the generation that would destroy the tobacco industry, new products have entered the market targeted at today's youth. These products have encouraged young people to pick up tobacco products for the first time. According to the CDC, about 1,600 people younger than 18 smoke their first cigarette every day in the United States. To protect our children from a lifetime of nicotine addiction and poor health outcomes, NYSSBA must support proposals to regulate and restrict the use of tobacco products among the youth.

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## **PROPOSED RESOLUTION 11**

Submitted by the *Orleans/ Niagara BOCES Board* (7/9/20)

**RESOLVED**, that NYSSBA seek legislative support to allow for more than one Board Member to simultaneously attend a New York State Office of State Comptroller (OSC) audit exit conference

### **RATIONALE**

The New York State Comptroller's Office provides a valuable service in conducting New York State School District and BOCES audits. After a comprehensive review an exit audit briefing meeting is conducted as part of the Comptroller's audit process. However, the Comptroller limits those present at the exit report to one board member. Understating the need to avoid a quorum, it is critical that key school board members (i.e. President, VP, Audit committee chair) and the Superintendent, School Business Official) participate in receiving the exit briefing. Care to avoid a quorum would occur.

The present arbitrary limit of having only one School Board member at the Comptroller's exit briefing is not in keeping with the fiduciary responsibility of the School Board of Education nor is it conducive to eliminating miss-interpretations by individuals upon receipt of the briefing.

Provide for multiple school board members, but less than a quorum, to participate in the Comptroller's audit exit briefing process increases transparency and improves full disclosure.

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## **PROPOSED RESOLUTION 12**

Submitted by the *Albany City School Board* (7/9/20)

**RESOLVED**, that the New York State School Boards Association supports legislation that makes it clear that public school districts are not responsible for assessing the substantial equivalency of education delivered in nonpublic schools.

### **RATIONALE**

Currently, state law requires that students attending nonpublic schools receive instruction that is "at least substantially equivalent" to the instruction students receive in public schools. While we wholeheartedly agree that all students should receive a sound and appropriate education, we also believe that requiring public school districts to conduct these substantial equivalency reviews would be detrimental. With or without state funding, it would inflict another mandate on public school districts, creating a redundant and burdensome process that would divert scarce resources away from students in public schools. The impact also would be inequitable -- some public school districts may have no nonpublic schools within their boundaries, while others may have many. The financial burden for those districts would be significant. Moreover, accrediting bodies already conduct reviews of nonpublic schools. The New York State Department of Education or the Boards of Cooperative Educational Services are well-positioned, and better-situated than public school districts for

practical and political reasons, to work with these entities to codify criteria for the assessment of nonpublic schools, and to assure that this well-meaning requirement is implemented fairly, efficiently and effectively.

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### **PROPOSED RESOLUTION 13**

Submitted by the *Ithaca School Board* (7/10/2020)

**RESOLVED**, that the New York State School Boards Association supports legislation to authorize bi-directional communication between New York school districts and the New York State Immunization Information System (NYSIIS), to allow for the efficient query and transfer of student immunization data.

#### **RATIONALE**

Currently, due to a flawed technicality in New York State law, Public Health Law: Article 21, Title 6, Section 2168-Statewide Immunization Registry, school nurses must manually download each student's immunization information one at a time from the statewide NYSIIS database and then one-by-one re-enter each student's immunization history within the school district. If this legislative technicality were fixed, school nurses could transfer students' immunization history directly from the statewide NYSIIS database to the local database. Doing so would save hours of staff time and free vital members of our school communities to work directly with students rather than complete data entry. It would also reduce the likelihood of clerical errors.

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### **PROPOSED RESOLUTION 14**

Submitted by the *Beacon School Board* (7/10/20)

**RESOLVED**, that the New York State School Boards Association supports legislation that would enable the Commissioner of Education to declare alternate election arrangements in cases where a disaster substantially interrupts a scheduled school board/budget vote.

#### **RATIONALE**

The proposing district, the Beacon City School District, and other neighboring districts have actually experienced an unexpected weather windstorm that effectively barred numerous voters from physically attending the polling places because roads were blocked by fallen trees and downed power lines. Such a disaster or others can occur at any time and place and can, in extreme cases, prevent an election from being held or in lesser cases undermine public confidence in the democratic process.

Existing laws do not provide a remedy. Nor could any set of laws cover every situation that might arise. Only an executive could act within the few hours that would remain in which to craft a fair and practical solution in conference with district officials.

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## **PROPOSED RESOLUTION 15**

Submitted by the *Wilson School Board* (7/15/20)

**RESOLVED**, that the New York State School Boards Association seek to support legislation that would provide for training and certification for professional parent advocates to attend Committee on Special Education meetings and hearings.

### **RATIONALE**

Parent advocates play a vital function in mediating and solving issues between school districts and parents. A parent advocate creates, provides, and coordinates services and activities with families and communities that foster strength, healthy living, and overall well-being.

However, some parent advocates serving in this role take an entirely different approach to advocacy. Instead of working with the school district in a professional and collaborative manner, they use a confrontational, adversarial approach. They do not appear to have the student's best interest in mind.

Every parent deserves to have an advocate. However, parent advocates should be required to be trained, and educated. This will allow parents to receive representation, protect the school districts at the same time, and will not delay the services that a child needs to succeed in school.

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## **PROPOSED RESOLUTION 16**

Submitted by the *Wilson School Board* (7/15/20)

**RESOLVED**, that the New York State School Boards Association support legislation that promotes the reduction in costs associated with an impartial hearing, independent evaluations requests, and attorney fees associated with due process claims.

### **RATIONALE**

Impartial hearings play a vital function in mediating and resolving issues between school districts and parents. In fact, federal law guarantees the rights of a parent of a student with a disability to have attorneys and advocates attend and participate in the IEP process. Under 20 U.S.C. §1414(d)(1)(B)(vi), the IEP team may include "individuals who have knowledge or special expertise regarding the child" at the discretion of "the parent or the agency." An attorney and parent advocate creates, provides, and coordinates services and activities with families and communities that foster strength, healthy living, and overall well-being.

The financial cost to a school district can be significant, and in some cases staggering. School Boards are paying hundreds of thousands of dollars dealing with the constant barrage of hearing requests, evaluations,

settlements, legal fees, and doctor bills. It is imperative to the long term financial sustainability of School Districts that NYSSBA support legislation that would provide for the reduction in cost associated with impartial hearings, independent evaluations, and attorney fees associated with due process claims.

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## **PROPOSED RESOLUTION 17**

Submitted by the *Freeport School Board* (7/17/20)

**RESOLVED**, that the New York State School Boards Association support increased state and federal funding to provide educational equity by addressing the digital divide created by limited access to technology and broadband.

### **RATIONALE**

Technology can be a powerful tool for transforming learning by enhancing our instruction, collaboration, and differentiating learning experiences to meet the needs of all learners. The shutting down of schools due to the COVID-19 pandemic put a spotlight on the difficulty of virtually educating students without sufficient or any broadband internet access and/or access to devices at home in order to effectively complete their work. Every learner needs equal access to technology to bridge the “digital divide”, that gap between those students who have sufficient physical access to and knowledge of technology versus those who do not. This inequality through the imbalance of resources and skills impacts students’ ability to effectively participate as digital citizens. Often, the digital divide is actually an economic divide. Districts are expected to provide a free education for all students leading to a problem of offering remote instruction when students have limited or no access.

Although it is reasonable to allow students to learn and communicate using their own devices, there are serious digital equity considerations that should be taken into account including economic disparity, instruction and security. It can be very difficult for teachers to manage learning experiences and activities when they have to support multiple platforms and device types, and some activities may be incompatible with some devices. Student-owned devices may not have appropriate safeguards in place for storing their learning data. In addition, personal devices likely will not have the security features required to provide valid assessment. For these reasons, it is best practice that the schools provide their students with devices.

While many districts have been building upon their 1:1 device initiatives by grades, many using the Smart Schools Bond Act of 2014-15, it is time to provide all students with devices along with the ability to access broadband internet. Based on the current fiscal climate, many districts had to make budget cuts based on loss of State Aid. It will be difficult to find the money needed to support more technology for students. Districts need to receive additional funding in order to ensure that every student has access to sufficient broadband internet and a device. Without this access, it will not be possible to provide educational equity to our students both in schools and at home. Alternatively, rather than having the burden of providing internet access fall to the school districts, there should be a statewide initiative to increase internet connectivity and bring sufficient

broadband to neighborhoods that currently lack internet capabilities and bringing broadband internet access to all students.

In this time of fiscal uncertainty and deep cuts to State Aid, along with the potential of mid-year cuts, it is vital that districts support the technology needs of all their students to ensure equity. It is recommended that the New York State School Boards Association support increased state and federal funding to provide educational equity by addressing the digital divide created by limited access to technology and broadband internet. All students need reliable internet access and a computer device.

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### **PROPOSED RESOLUTION 18**

Submitted by the *Freeport School Board* (7/17/20)

**RESOLVED**, that the New York State School Boards Association oppose mid-year state aid cuts to allow for educational continuity and fiscal stability for school districts.

### **RATIONALE**

Many districts this year had to plan their budgets based on the reductions to State Aid by the governor due to economic shortfalls caused by the COVID-19 pandemic. While federal stimulus dollars gave no direct relief for this coming year, districts who have continued to be shortchanged for years in Foundation Aid have been faced with difficult decisions to maintain programs and services. In addition, many districts had to spend additional funds to accommodate the needs of their students and staff due to the shutting down of schools due to COVID-19 including technology, health and safety supplies and childcare . To further complicate budget planning, the governor has been granted expanded authority through Executive Power by the legislature due to the pandemic. This has given him the ability to leverage mid-year cuts to State Aid. School districts now need to be prepared for a mid –year cut to the already diminished State Aid they were allocated based on State revenues.

It is difficult at best to plan a budget when funds have been decreased. Districts must still provide the best educational experiences possible and those districts more dependent on state aid have to make challenging decisions to remain true to their missions while being fiscally responsible. The threat of a mid-year cut, when programs are running and without knowing the amount of the funding decrease creates even larger challenges for districts. There should be no mid-year cuts allowed. High needs, low wealth districts would have challenges absorbing any deep cuts to pre-planned revenue and are already proceeding cautiously with expenditures this year. It is difficult to plan without some basis to predict the potential loss of revenue. Additionally, a mid- year cut could force some districts to change or discontinue planned programming or needed upgrades. Given the increased needs of students due to the pandemic and the reopening of schools, districts are already being forced to reconsider spending allocations to meet health and safety guidelines along with increased technological needs. The crisis caused by the pandemic aside, mid-year cuts to state aid should not be allowed based on the fiscal instability it can bring to districts.



Based on the detrimental impacts mid-year cuts will have on district budgets, it is recommended the New York State School Boards Association oppose mid-year state aid cuts to allow for educational continuity and fiscal stability for school districts.

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## **PROPOSED RESOLUTION 19**

Submitted by the *Webutuck School Board* (7/17/20)

**RESOLVED**, that the New York State School Boards Association produce, and widely recommend the adoption of a board policy, or language to be added to the existing policy related to child abuse, stating that the adopting district will encourage and facilitate all school personnel, including those who are mandated reporters and those who are not, to participate, once every three years, in a course or workshop that presents information related to signs of child abuse and the responsibilities of reporting it.

### **RATIONALE**

Over forty-three thousand cases of child abuse are reported in New York State each year. Nationally, over 4.1 million cases are reported ... involving more than seven million children. Experts, however, estimate that five out of every six cases that occur go unreported. In other words, in order to get numbers that are closer to reality, the numbers I have presented need to be multiplied by six.

Child abuse occurs in one out of every seven households in New York State. It takes place within every culture, every racial group, every ethnic group, every religion, every socio-economic level, and in rural, urban, and suburban communities. Abused children attend school in every school district in New York State.

Nationally, one out of every four girls, and one out of every six boys will be victimized by abuse during their childhood.

Child abuse is pervasive enough that it is highly likely that we all know someone who was abused as a child and are not aware of it.

The mission and purpose of every school district is to help create bright futures for the children they serve. Child abuse impairs a child's brain development and has long term destructive health, psychological, and economic effects on its victims.

Much of a district's personnel are mandated reporters and have been trained in recognizing and reporting signs of child abuse while earning their certification ... years or decades ago. A decent amount of school district employees has received no training at all. Since children spend a large portion of their lives with school personnel ... teachers, administrators, counselors, secretarial and custodial staff ... it is vital that all school personnel are introduced to and reminded of the signs a child will show when they are neglected or are being

physically, sexually, or psychologically abused. It is also very important that all school personnel know how, and to whom they should report when these signs are present.

There are currently laws that require school districts to remind the mandated reporters on their staff of the requirements of reporting and how it should be done. This district policy would say that the adopting district is committed to encouraging and facilitating sessions for some or all staff members, that will describe and discuss how to recognize (beyond seeing bruises) if a child is being abused.

Trainings/refresher courses can come at no cost to the district by having local child abuse workers come to faculty meetings and/or superintendent's conference days. There are also free online services available that will discuss what signs adults can look for to surmise if a child is being abused, and how to report when these signs are identified. Superintendents can approve such courses as being worthy of in-service credits educators need to maintain their credentials, which might encourage educators to attend these sessions outside of school hours.

Better equipping people who work with the children so they can recognize, and report suspicions of child abuse will help to avoid bad futures for children and create brighter ones.

**PROPOSED RESOLUTIONS**  
**NOT RECOMMENDED BY THE RESOLUTIONS COMMITTEE FOR ADOPTION**

**PROPOSED RESOLUTION 20**

Submitted by the *Onteora School Board* (6/18/20)

**RESOLVED** that the New York State School Boards Association support the proposed New York Health Act and any legislation at the state or federal level that provides single payer health care for all New Yorkers.

**RATIONALE**

The cost of health insurance has more than doubled since 2000, resulting in disproportionate budget increases for districts that take seriously the obligation to insure the healthcare needs of their employees. Likewise, it has been demonstrated that students with poor health have a higher probability of school failure, grade retention, and dropout. As New York State Department of Education seeks resources to improve educational outcomes, the impediment caused by inadequate access to healthcare, especially for our poorest students and students with special health care needs, adds additional financial burden to the cost of public education.

**EXPLANATION OF RESOLUTIONS COMMITTEE**

The committee recognized the importance of the proposed resolution, but ultimately decided this was a national issue more appropriately addressed at the national level.

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**PROPOSED RESOLUTION 21**

Submitted by the *Onteora School Board* (6/18/20)

**RESOLVED**, that the New York State School Boards Association support legislation that requires every child in New York State, aged 0-21, be covered for free under the Child Health Plus program.

**RATIONALE**

Students with poor health have a higher probability of school failure, grade retention, and dropout. As New York State Department of Education seeks resources to improve educational outcomes, the impediment caused by inadequate access to healthcare, especially for our poorest students and students with special health care needs adds additional financial burden to the cost of public education.

**EXPLANATION OF RESOLUTIONS COMMITTEE**

The committee recognized the importance of this proposed resolution, but ultimately decided that the issue is part of the broader issue of health care, similar in concept to proposed resolution 12. The committee believed

the proposal went beyond the scope of students and education and is an issue more appropriately addressed at the national level.

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## **PROPOSED RESOLUTION 22**

Submitted by the *Onteora School Board* (6/18/20)

**RESOLVED**, that the New York State School Boards Association support legislation which requires the State of New York to hold school districts harmless for employee and retiree health care increases that exceed the Consumer Price Index.

### **RATIONALE**

The cost of healthcare rose 5% in 2019, compared to a CPI of 1.44%, resulting in disproportionate budget increases for districts that take seriously the obligation to insure the health of their employees and retirees. Profit-motivated health insurance adds an undue burden on public institutions that exist for the common good.

### **EXPLANATION OF RESOLUTIONS COMMITTEE**

The Committee shares the concern of the sponsor about the rising costs associated with employee and retiree health care. However, the Committee finds that the likelihood of passing legislation to hold school districts harmless of these costs is unlikely, especially given the current state of New York's finances. Additionally, the Committee fears holding districts harmless would decrease funding in other necessary funding areas of public education. Further, the Committee questioned how such action would impact local health care benefit and cost agreements.

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## **PROPOSED RESOLUTION 23**

Submitted by the *Onteora School Board* (6/18/20)

**RESOLVED**, that the New York State School Boards Association support legislation that creates a process for tenure review and renewal occurring every five years throughout the career of all tenured public school employees. This process will include student, parent and colleague feedback, will not be driven by test scores, and is intended to be instructive, not punitive.

### **RATIONALE**

Supporting teachers and administrators as lifelong learners who continue to refresh and reinvigorate themselves professionally can only lead to better student outcomes. Conducting tenure reviews at scheduled intervals will encourage growth and reward excellence

## EXPLANATION OF RESOLUTIONS COMMITTEE

The Committee supports the idea of teacher and administrator accountability. However, the Committee ultimately felt that creating a process for tenure review and renewal every 5 years would be administratively burdensome for school districts, and could result in a great increase of costly 3020-a hearings.

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### PROPOSED RESOLUTION 24

Submitted by the *Orleans/ Niagara BOCES Board* (7/9/20)

**RESOLVED**, that NYSSBA seek legislative support for eliminating the initial public straw vote in the process for the prospective merger or consolidation of school districts.

### RATIONALE

The statutory process set forth in Education Law §§1510-1512, 1705, *et. seq.* and 1800 *et. seq.* for the merger of two or more school districts is unnecessarily time consuming and burdensome. Education Law (including §§1510-1512, 1705, *et. seq.* and 1800 *et. seq.*) requires two votes, an initial (“straw”) vote and the final (binding) vote upon approval of the consolidation plan by the Commissioner: prior to consolidation of school districts. The present two-step process makes consolidation of school districts unique in New York State as compared to other governmental entities considering consolidation (where only one vote is required) as well as imposing additional costs on the districts considering consolidation. A more streamlined process would effectively enable the merger of school districts in a manner that would continue to provide for due deliberation of such a merger or consolidation, as well as provide ample opportunity for public input. Elimination of the straw vote would continue to require two votes on consolidation; the first by the Boards of Education of the respective school districts and the second by a majority of district voters in each district.

## EXPLANATION OF RESOLUTIONS COMMITTEE

The Committee noted that the straw vote may extend or delay the merger process, but ultimately believed that the vote provides valuable information to school districts and board members and is worth the additional time and expense.

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## **PROPOSED RESOLUTION 25**

Submitted by the *Pleasantville School Board* (7/14/20)

**RESOLVED**, that the New York State School Boards Association should encourage laws, regulations and policies that promote competition between BOCES when they provide non-instructional services to districts.

### **RATIONALE**

Under current practice when a BOCES offers a non-instructional service, a component district is required to use that service or obtain a waiver from its BOCES before using the services of another BOCES. As a result of these rules, the component districts are, in effect, captive customers of their BOCES. In practice, this has resulted in substantial delays in obtaining services. We are compelled to ask the following question, "Do delays in obtaining services while waiting for a waiver benefit students?" We think the obvious answer is "no". What is "good for the BOCES" is not the question that should matter most. Rather the question should be "What is best for the student?" We are not questioning the great value that BOCES can provide but, as individual school districts, we are obligated to provide the best opportunities for our students. When our component BOCES doesn't offer the best choice for our students, we think we should have the ability to utilize another BOCES to provide that best choice.

### **EXPLANATION OF RESOLUTIONS COMMITTEE**

The Committee believed that BOCES should promote and enhance cooperation between and amongst school districts and other BOCES, instead of competition. The Committee also noted that, if adopted, the same sentiment could conceivably be applied to public school districts, non-public schools and charter schools.

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## **PROPOSED RESOLUTION 26**

Submitted by the *Ardley School Board* (7/17/20)

**RESOLVED**, that the New York State School Boards Association should encourage laws, regulations and policies that promote competition for and between BOCES when they provide non-instructional services to districts.

### **RATIONALE**

Under current practice when a BOCES offers a non-instructional service, a component district is required to use that service or obtain a waiver from its BOCES before using the services of another BOCES. Under current practice when a BOCES offers a non-instructional service, a component district is required to use that service or obtain a waiver from its BOCES before using the services of another BOCES. Component districts may also use non-BOCES (private providers) but can only do this by foregoing State aid. As a result of these rules, the component districts are, in effect, captive customers of their BOCES. In practice, this has resulted in: (i) substantial delays in obtaining services; and (ii) most often in districts obtaining services that they view as

less desirable at higher cost than available in the market while possibly forgoing state aid. We could give examples, but there is no need for the collective memory of every school board can provide the examples. We have inquired as to the reason for this policy and been told "It is good for the BOCES and how it is always done." For us that is not a good enough answer. We are compelled to ask the following questions: "Does spending more for a service or being required to use a service provider you do not want to use benefit students?" "Do delays in obtaining services while waiting for a waiver benefit students?" We think the answer to those questions is obvious and that those are the question: What is "good for BOCES" is not the question that should matter most. Rather the question should be "What is good for the district and students".

We are not questioning the value that BOCES can bring to districts in instructional matters. However, where BOCES compete with private service providers for non-instructional services and are only competitive because their charges to their component districts are "state aidable", a great deal of money is inevitably wasted. For example, if a private company or another BOCES would offer a service for \$100,000 and a district receives 50% State aid, the district would save money by using its own BOCES for a service at \$170,000 because its net costs, after aid, would be \$85,000. How does spending an extra \$70,000 for the same service benefit students? The funds come out of the same available funds for State aid to education.

### EXPLANATION OF RESOLUTIONS COMMITTEE

Similar in response to proposed resolution 21, the Committee believed that BOCES should promote and enhance cooperation between and amongst school districts and other BOCES, instead of competition. The Committee also noted that, if adopted, the same sentiment could conceivably be applied to public school districts, non-public schools and charter schools

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### PROPOSED RESOLUTION 27

Submitted by the *Webutuck School Board* (7/17/20)

**RESOLVED**, that the New York State School Boards Association supports legislation that would require mandated reporters to participate in periodic refresher courses related to the signs of child abuse as well as the process and requirements when reporting it.

### RATIONALE

Over forty-three thousand cases of child abuse are reported in New York State each year. Nationally, over 4.1 million cases are reported ... involving more than seven million children. Experts, however, estimate that **five out of every six cases that occur go unreported**. In other words, in order to get numbers that are closer to reality, the numbers I have presented need to be multiplied by six.

Child abuse occurs in one out of every seven households in New York State. It takes place within every culture, every racial group, every ethnic group, every religion, every socio-economic level, and in rural, urban, and suburban communities. Abused children attend school in every school district in New York State.

Nationally, one out of every four girls, and one out of every six boys will be victimized by abuse during their childhood.

Child abuse is pervasive enough that it is highly likely that we all know someone who was abused as a child and are not aware of it.

The mission and purpose of every school district is to help create bright futures for the children they serve. Child abuse impairs a child's brain development and has long term destructive health, psychological, and economic effects on its victims.

Much of a district's personnel are mandated reporters and have been trained in recognizing and reporting signs of child abuse while earning their certification ... years or decades ago. Since children spend a large portion of their lives with school personnel ... teachers, administrators, counselors, etc. ... it is vital that all school mandated reporters are reminded of the signs a child will show when they are neglected or are being physically, sexually, or psychologically abused. It is also very important that **all** school mandated reporters know how, and to whom they should report when these signs are present.

There are currently laws that require school districts to remind the mandated reporters on their staff, of the requirements of reporting and how it should be done. But there are none that require refresher trainings that will help mandated reporters to keep their skills in recognizing abuse sharp. Mandated reporters should be able to recognize if a child is being abused ... beyond only seeing bruises.

Trainings/refresher courses can come at no cost to a district. Local child abuse workers are available to present at faculty meetings and/or superintendent's conference days. There are also free online services available that will discuss what signs adults can look for to surmise if a child is being abused, and how to report when these signs are identified. Using these online versions would enable mandated reporters to fulfill this requirement outside of the work day. Superintendents can approve such courses as being worthy of in-service credits that educators need to maintain their credentials.

Better equipping people who work with the children so they can recognize, and report suspicions of child abuse will help to avoid bad futures for children and create brighter ones.

### **EXPLANATION OF THE RESOLUTIONS COMMITTEE**

In recommending for adoption proposed resolution 27, the Committee demonstrated their understanding of the importance for mandated reporters to recognize the signs of child abuse and their reporting responsibilities. However, the Committee felt the requirement in this proposal would equate to an additional unfunded mandate.

Statute does not prevent districts from requiring mandated reporters to participate in courses related to the signs of child abuse, and districts may provide such training if they feel it is necessary. Additionally, laws are already in place to ensure mandated reporters are aware of their responsibilities.

## AMENDMENTS, REBUTTALS, STATEMENTS OF SUPPORT AND LATE RESOLUTIONS

Proposed resolutions and bylaw amendments were submitted to NYSSBA by July 17<sup>th</sup> (and reviewed by the Resolutions Committee on August 10<sup>th</sup>).

No additional bylaw amendments can be proposed at this time. However, a member school board may propose an amendment, rebuttal, or statement of support to any resolution printed in this report. A member school board may also propose a late resolution.

Amendments, rebuttals and statements of support intended to be included in the *Voting Delegates' Guide – Proposed Resolutions*, were submitted to NYSSBA by **Friday, September 18<sup>th</sup>**.

Members may also wish to advance resolutions that were not considered by the Resolutions Committee. These “late” resolutions may be considered at the Business Meeting under “Other Business.” At that time, a motion to suspend the bylaws for the purpose of considering a particular resolution may be offered. A motion to suspend the bylaws is required to be moved, seconded and adopted by a two-thirds vote for every late resolution. Once the motion to suspend the bylaws is adopted, the new resolution can be moved and seconded, and a simple majority of those present and voting is required to be approved. If the motion to suspend the bylaws fails, the resolution cannot be considered.

\*Amendments to proposed resolutions and late resolutions must reach NYSSBA by Thursday, October 29<sup>th</sup> at 5:00 p.m. in order to be eligible to be considered during the Business Meeting. All submissions must be sent via email directly to Brian Fessler at [brian.fessler@nyssba.org](mailto:brian.fessler@nyssba.org) on school district letterhead or the applicable forms found here:

- [NYSSBA Amendment Forms](#)
- [Late Resolution Submission Form](#)

## **AMENDMENTS, REBUTTALS AND STATEMENTS OF SUPPORT**

**\*No amendments, rebuttals or statements of support were received by the September 18, 2020 deadline.**



## **LATE RESOLUTIONS**

These “late” resolutions may be considered at the Business Meeting under “Other Business.” At that time, a motion to suspend the bylaws for the purpose of considering a particular resolution may be offered. A motion to suspend the bylaws is required to be moved, seconded and adopted by a two-thirds vote for every resolution submitted from the floor. Once the motion to suspend the bylaws is adopted, the new resolution can be moved and seconded, and a simple majority of those present and voting is required to be approved. If the motion to suspend the bylaws fails, the resolution cannot be considered.

### **PROPOSED LATE RESOLUTION 1**

Submitted by the *Wappingers Falls School Board* (9/2/20)

**RESOLVED**, that NYSSBA petition both the state and federal governments to purchase Chromebooks (or the generic equal) and distribute same to the school districts for use during the COVID-19 pandemic.

### **RATIONALE**

The COVID-19 pandemic has made it necessary for schools to move to remote learning, in whole or in part. This created an unanticipated need for all students to have Chrome Books or similar devices. Students need a device to be able to segway from virtual to hybrid learning to provide a seamless transition between in-person and remote learning on a daily basis. Sanitizing expenses, plus the cuts in State aid, leave us with no money to buy enough devices to provide one for every student.

### **PROPOSED LATE RESOLUTION 2**

Submitted by the *Buffalo City School Board* (9/16/20)

**RESOLVED**, that the New York State School Boards Association support amending the New York State Charter School Statute (1998), specifically the Issuance of a Charter School, to cap charter school student enrollment at 10% of the total school district enrollment for a given year and require a new charter school and charter school expansion to be approved by the board of education of the district in which the charter school will be located when charter student enrollment exceeds 5% of the total school district enrollment.

### **RATIONALE**

Funding new charter school seats in expanding or start-up Charter Schools directly results in underfunding and damaging the education of traditional public school students as a result of budget cuts to their programs and services;

new charter school approvals and expansions are now pitting one set of students against another with traditional public school students disproportionately and negatively impacted by having state aid increases set aside to fund newly approved or expanded charter schools;

both traditional and charter, paying an unacceptable price in a harmful teacher shortage, reduction in services and supports, and unwarranted redundancy, and;

approving these charter school applications will cause the children to face unrecoverable harm to their notably-improving education in traditional public schools.

### **PROPOSED LATE RESOLUTION 3**

Submitted by the *Newark School Board* (9/18/20)

**RESOLVED**, that the New York State School Boards Association work with the Comptroller's office to ensure that future audits include best practice suggestions, training and that the Comptroller's office not audit unless the Comptroller's office issues best practices for each item audited.

### **RATIONALE**

There are many times when findings of the Comptroller's office are not supported by industry best practices or recommendations of Districts' auditors. The Comptroller's office has been known to audit practices not outlined in any document or training available to districts. Districts employ attorneys, auditors and financial advisors who guide the district in best practices. Many audits by the Comptroller's office are lengthy and costly to the district without the benefit of their expertise. The Comptroller's auditors should assist districts with creating the corrective plan during the audit.

## PRECEDENCE OF MOTIONS

Included here are motions that may be used in meetings of this Association.

While any motion on this list is under consideration, any other motion below it may be introduced.

1. Action on resolution
2. Postpone consideration of the resolution indefinitely
3. Amend resolution
  - a. by striking out designated words, or  
by adding words at the end of the resolution, or  
by inserting words somewhere within the resolution (specify where), or  
by striking out certain words and **in the same place** inserting new words
  - b. amend above amendment of resolution – by any of the four methods above
4. Refer that resolution to a committee
  - a. amend above motion to refer
  - b. amend above amendment of motion to refer
5. Postpone consideration of a resolution to a specified time later in this meeting
  - a. amend time to which it is to be postponed
  - b. amend above amendment of motion to limit or extend debate
6. Limit or extend debate on any debatable motion
  - a. amend above motion to limit or extend debate
7. Close debate and vote immediately on any debatable motion
8. Lay the resolution on the table (in order to take it from the table later in the meeting)
9. Any “incidental” motion
  - a. a motion to withdraw a motion previously introduced
  - b. a request for information
  - c. call for division (i.e., for a show of hands or standing count when the result of any “yes” and “no” vote is in doubt)
  - d. a parliamentary inquiry
  - e. a point of order (be sure that it designates a parliamentary error by the president)
  - f. an appeal from any decision of the president
  - g. a quorum call

10. A request to raise a question of privilege
11. Recess
12. Adjourn

## PROPOSED RULES OF CONDUCT FOR THE BUSINESS MEETING

The following rules are recommended for adoption by the delegates. Once adopted, all delegates will know the rules by which they will be bound. Following them will make for orderly progress.

1. **CREDENTIALS.** Registered delegates will receive a unique log-in link for the virtual business meeting prior to the start of the meeting. Delegates will use the link to log-in to the meeting. The unique log-in information will also serve as credentials to ensure each delegate has secure and verified voting rights.
2. **PARLIAMENTARIAN.** There shall be an official parliamentarian to whom questions may be directed only through the chair.
3. **MEETING ACCESS.** All voting delegates shall be logged in to the virtual business meeting system. Voting delegates shall be permitted full access to the conversation functions including the right to speak on proposed bylaw amendments, resolutions and nominations. All nonvoting members in attendance shall have viewing privileges of the meeting. Such nonvoting members shall not be permitted to speak on bylaw amendments and resolutions, with the exception of the members of the Resolutions Committee who may address the delegates if called upon by the chair or chair of the Resolutions Committee.
4. **NOMINATIONS.** Pursuant to Article 7 of the Association's bylaws, the chair, or his or her designee, shall announce the nominations from the Board of Directors for the offices of President, First Vice President, Second Vice President, and Treasurer. As set forth in Rule No. 8, once the nominee's consent has been secured, that individual shall have the right to address the delegates for not more than two minutes, after nominations are closed and prior to debate by the delegates as set forth in Rule No. 8. The order in which such nominees are asked to address the delegates will be determined by the drawing of lots.

If there are nominations from the delegates, consistent with Article 7 of the Association's bylaws, such vote shall be by ballot. If more than two individuals are nominated for any office, the individual or individuals securing the greatest number of votes cast will be elected.

If the chair of the meeting is nominated for any office in which other individuals are also nominated, the chair will call upon a Vice President, who has not also been nominated for such office, to chair the meeting during the time that the election for such office occurs. In the event that both vice presidents are also nominated for the same office for which the chair has been nominated, the chair will call upon another officer of the Association's Board of Directors, who has not been nominated for such office, to chair the meeting during the time that the election for such office occurs.

5. **BYLAW AMENDMENTS AND RESOLUTIONS.** All bylaw amendments and resolutions will be considered in the order printed in the corresponding year's *Voting Delegates' Guide – Proposed Bylaw Amendments and Resolutions*. Resolutions recommended for adoption by the Resolutions Committee require no second (Robert's Rules of Order, Newly Revised).

6. **PRESENTATION OF BYLAW AMENDMENTS AND RESOLUTIONS.** The Resolutions Committee chair, or his or her designee, shall move resolutions recommended by the Committee and such motions shall not require a second.

7. **RESOLUTIONS ON CONSENT.** Existing NYSSBA positions that have been resubmitted and recommended for adoption by the Resolutions Committee may be considered first, on consent, as a single motion. Any delegate wishing to remove a resolution from the consent agenda (and thus have it debated by the delegates) may do so by simply requesting that action when the consent agenda is called. If a resolution is removed from the consent agenda, it will be considered under “Recommended Resolutions” and needs no second.

8. **RECOGNITION BY CHAIR.** A voting delegate or designated member of the Board of Directors wishing to speak shall secure recognition before speaking, using the “raise hand” feature in the virtual meeting platform. The delegate shall give his or her name in full and the name of the board he or she represents. Each speaker will be granted audio and video rights when recognized.

9. **DEBATE.** No voting delegate or member of the Board of Directors shall speak in debate more than twice on the same question or nomination, with the first presentation limited to two minutes and the second limited to one minute. No voting delegate or member of the Board of Directors shall speak a second time on the same question or nomination until all other voting delegates have had an opportunity to speak once.

Discussion on nominations for officers shall be limited to five minutes per nominee. If more than one individual is nominated for any office and accepts, each such individual nominated will be permitted to address the delegates for no more than two minutes, which shall not be subtracted from the total time allotted for discussion of nominations described above.

In the event that there are two or more nominees for any office, the chair shall recognize delegates wishing to speak in support of particular nominees on a rotating basis for each candidate.

Discussion on a proposed amendment to the bylaws shall be limited to 15 minutes.

Discussion on a proposed resolution shall be limited to 10 minutes.

Debate on any amendment to a resolution shall be limited to five minutes. Such time is not to be counted in the time allotted to debate on the resolution itself. Amendments shall be considered and voted upon in the order presented. Amendments to a resolution should be voted upon prior to consideration of a second amendment. “Amendments to the amendment” should be avoided.

If continuation of a debate on a proposed amendment to the bylaws or a resolution is desired, a motion may be passed by a majority vote to extend the debate for no more than five minutes. A separate motion is required for each such extension of debate time.

If continuation of a debate on such a proposed amendment to the bylaws or a resolution is desired after the time has already been extended once, a motion may be passed by a majority vote to extend the debate time for no more than two minutes. A separate motion is required for each such extension of debate time.

10. **WRITTEN SUBMISSION OF RESOLUTIONS.** No late resolution may be introduced, unless it was appropriately submitted by 5 p.m. on the Thursday prior to the Business Meeting. Late resolutions cannot be submitted from the floor. A late resolution shall be considered under "Other Business." Such resolution shall be introduced by a motion to suspend Article 9, Section 2, of the Association's bylaws. Such motion shall identify the subject matter and purpose of the resolution, shall require a second, be debatable, and shall require a two-thirds vote of the voting delegates present and voting.

11. **WRITTEN SUBMISSION OF AMENDMENTS.** No amendment to a resolution may be introduced, unless it was appropriately submitted by 5 p.m. on the Thursday prior to the Business Meeting. Amendments cannot be submitted from the floor.

12. **PRIVILEGE OF THE CHAIR.** The chair may call upon the Parliamentarian, Association staff members, members of the Board of Directors, and members of the Resolutions Committee to provide delegates with essential information regarding resolutions, bylaws and procedures. Time allotted for such requested explanations shall not be deducted from the total time allotted for discussion of the resolution.

13. **RECORDING AND APPROVAL OF MINUTES.** The Secretary shall be responsible for recording the minutes of the Annual Business Meeting. The Board of Directors is authorized to review and approve the minutes of the Annual Business Meeting at the first regular meeting of the board subsequent to the Annual Business Meeting.



## INFORMATION FOR THE VOTING DELEGATES

The voting delegates at the Annual Business Meeting vote on a slate of officers for the Association, including a President, a First Vice President, a Second Vice President and a Treasurer. They debate and vote on changes to the Association's bylaws, and debate and vote on resolutions that will establish the Association's positions on various legislative and policy matters.

### ORDER OF BUSINESS

The Order of Business for the Annual Business Meeting is the agenda for the meeting. It sets forth the items of business which are scheduled to be accomplished during the course of the meeting.

The meeting will begin promptly at 8:30 a.m. with several procedural items. The Association President, who presides throughout the meeting, announces the presence of a **quorum**.

Following the announcement of a quorum, the President calls for a **motion to adopt the Order of Business**. The President also calls for a **motion to adopt the Proposed Rules of Conduct** for the meeting. These rules are prepared to be consistent with the Association's bylaws. The rules describe how delegates must conduct themselves during the meeting, such as setting out the time allotted for discussion of certain items.

### THE BUSINESS MEETING

Next, the President will announce the winners of this year's Area Director Elections, which was conducted locally in each of the designated areas. According to NYSSBA's bylaws, Area Directors serve for two-year terms. Election of Area Directors in Areas 1, 3, 5, 7, 9 and 11 occur in odd-numbered years. Election of Area Directors in Areas 2, 4, 6, 8, 10 and 12 occur in even-numbered years. This year, election results will be announced for Areas 2, 4, 6, 8, 10 and 12.

### ELECTION OF THE NYSSBA OFFICERS

Next item on the Order of Business, each June the Board of Directors, which acts as the nominating committee for the delegates to the Annual Business Meeting, nominates a slate of officers who stand for election at the Annual Business Meeting. These individuals are automatically placed in nomination.

Once this occurs, the President, or his or her designee, calls for other nominations from the floor. If there are no such nominations, the vote is taken by hand at the time. If there is a nomination from the floor, the vote is also taken by ballot after such individual accepts the nomination. The President then announces the winner.

### ADOPTION OF RESOLUTIONS

The next item is the Report of the Resolutions Committee. The Resolutions Committee is a standing committee of the Association created by Article 9 of the Association's bylaws. The Committee chair reports directly to the delegates rather than the Board of Directors. The Resolutions Committee is appointed by the

President upon recommendation of the Area Directors. The Committee has one member from each Association area, one representative from the Conference of Big 5 School Districts and one representative from the Caucus of Black School Board Members.

The chair is designated by the President from among those appointed to the Committee. In accordance with Robert's Rules of Order, once the chair moves adoption of a bylaw amendment or resolution recommended for adoption by the Resolutions Committee, no second is required.

The Resolutions Committee chair first moves recommended bylaw amendments. Each recommended bylaw amendment will be debated and voted on separately. *Any amendment to the bylaws must have the approval of a two-thirds majority of those present and voting.* In accordance with Article 17 (2) of the bylaws, bylaw amendments may not be proposed or amended from the floor of the Business Meeting. Thus, all proposed bylaw amendments had to be submitted by July 17<sup>th</sup> and all amendments to the bylaws must be sent to each member board by a date that will allow each member board time to review them in advance of the Annual Business Meeting.

The Resolutions Committee chair next moves those existing NYSSBA positions that have been recommended for adoption. This may be done under a consent agenda. These previously approved resolutions are established NYSSBA positions that are scheduled to sunset if they are not renewed. Because these resolutions have been previously approved by voting delegates, these resolutions can be moved on consent (where several resolutions may be voted on en masse). Delegates may remove any resolution from a consent agenda simply by making a request at the time the resolution is called for consideration. No second or vote is required. Resolutions removed from the consent agenda are considered under the "Resolutions Recommended for Adoption" portion of the meeting.

After the consent agenda has been considered and voted upon, delegates will next be asked to address newly recommended resolutions individually. The Resolutions Committee chair moves each resolution recommended for adoption by the Committee. Each recommended resolution is presented and voted upon separately. The Resolutions Committee chair will move those resolutions recommended by the Committee for adoption; a second is not needed. Resolutions require approval by a simple majority of those present and voting for passage.

Following consideration of the report of the Resolutions Committee consisting of those bylaw amendments and resolutions recommended for adoption, the President shall provide voting delegates the opportunity to move any of the "not recommended" bylaw amendments and resolutions. (Since the Resolutions Committee chair will not move items that were not recommended, each motion requires a second by a voting delegate).

## OTHER BUSINESS

At the end of the Annual Business Meeting, the President will open the floor to **Other Business**. **Other Business** may include a motion to suspend the rules for the purpose of considering a particular resolution

that was submitted after the July 17<sup>th</sup> submission deadline. No late resolution may be introduced, unless it was appropriately submitted by 5 p.m. on the Thursday prior to the Business Meeting. Late resolutions cannot be submitted from the floor. Such a motion requires a second and a two-thirds majority vote of the delegates before the resolution may be considered. A two-thirds majority is required, as this type of motion calls for suspending the bylaws. A motion to suspend the bylaws is required to be moved, seconded and adopted for each and every resolution submitted during **Other Business**. Once the motion to suspend the bylaws is adopted, the new resolution can be moved and seconded, and a simple majority of those present and voting is all that is required to adopt a resolution proposed under **Other Business**. If the motion to suspend the bylaws fails, the resolution cannot be considered.

# *South Lewis Senior High School*

**TURIN, NEW YORK 13473**

Telephone (315) 348-2520

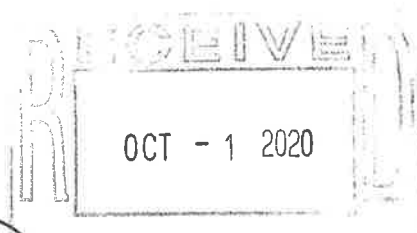
Mr. Chad Luther  
High School Principal

Mr. Douglas Premo  
Superintendent of Schools

## **Memorandum**

To: Mr. Douglas Premo  
From: Mr. Chad Luther  
Subject: Textbook Discard  
Date: 10/01/20

②



Due to the purchase of the updated Miller and Levine biology digital and text book, there is no longer a need keep the old version. Please consider the following for discard.

50 copies of Biology: Copyright 2010, Miller and Levine. ISBN-13: 978-0-13-369343-0

# *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: 9/23/20



Below is a list of items that the MS/HS library media specialist, Lisa Monks, is requesting to discard. They are several of the display cases that were accepted as part of a donation of a rock collection from the estate of John Burrow. The rock collection is now being maintained in a different location and the display cases are no longer needed.

- 5- Tall Timex standing display cases
- 3- Tabletop Timex display cases



# Advantage Services®

Service agreement for:

South Lewis Central School District

July 1, 2020 – June 30, 2023

September 24, 2020

**SIEMENS**



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# 1 Overview

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## 1.1 Executive Summary

This letter is to summarize the service agreement with Siemens Industry, Inc. for the districts Mechanical HVAC Equipment, In the attached proposal I have included boilers and A/C equipment to be covered.

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

## 2 Service Solution

### 2.1 MECHANICAL SERVICES

#### 2.1.1 Technical Support Services

**Combustion Analysis & Adjustment.** We will utilize electronic flue gas analysis to perform combustion analysis whereby we adjust the burner controls and linkages as required for efficiency and pollution control. If existing equipment cannot meet current pollution requirements, we will make recommendations for system improvements. The equipment included under this service is itemized in the List of Maintained Equipment in this proposal.

**Start-Up Inspection.** Through this service we will help to assure optimum system performance and safety, and assure the mechanical equipment is ready for the new operating season. We will provide start-up services in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this proposal. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this proposal.

**Annual Inspection - Cool.** Through this service we will help to assure mechanical equipment continues to operate efficiently, safely and with little operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this proposal. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment in this proposal.

**Air Cooled Condenser Coil Cleaning:** Is not included in this proposal.

### **2.1.2 Equipment Tasking**

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

#### **Package / RTU's / Split Systems- A/C Only**

##### **Seasonal Inspection - Cooling**

- Inspect overall condition
- Service DX system as necessary
- Calibrate safety and operating controls
- Check starter contacts and electrical connections
- Lubricate per OEM recommendations if required

#### **Heating Systems / HW - Boilers**

##### **Operating Inspection**

- Log and evaluate operating conditions
- Confirm burner and fuel system operation
- Check fuel system for leaks
- Check safety and operating controls
- Check combustion air make-up system
- Check for proper venting of flue gas
- Perform combustion analysis and provide reports

##### **Annual Inspection**

- Service burner and fuel system as necessary
  - Inspect ignition wiring and tighten connections
  - Check gas valve and check burner fuel delivery system for leaks
  - Lubricate per OEM recommendations
  - Verify operation of all safety controls
  - Perform operating inspection
-

## 2.2 Maintained Equipment Table

# SIEMENS

Siemens Industry  
Service Agreement

### List of Maintained Equipment

<b>Jr/Sr High School</b>						
Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Heating Systems	HW – Cast Iron Sectional		4			
Services (Times per year): Combustion Analysis /Operating Inspection (1.0), Annual Inspection (1.0)						
Package Units	Pool Dehumidification Unit		1			
Services (Times per year): Seasonal Inspection - (2.0)						
Package Units	RTU/Split Systems- A/C Only	0 - 5 Tons	8			
Services (Times per year): Seasonal Inspection - Cooling (1.0)						

<b>Glenfield Elementary</b>						
Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Heating Systems	HW - Boilers		2			
Services (Times per year): Combustion Analysis/Operating Inspection (1.0), Annual Inspection (1.0)						
Package Units	RTU/Split Systems- A/C Only	0 - 5 Tons	3			
Services (Times per year): Seasonal Inspection - Cooling (1.0)						

<b>Port Leyden Elementary</b>						
Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Heating Systems	HW - Boilers		2			
Services (Times per year): Combustion Analysis/Operating Inspection (1.0), Annual Inspection (1.0)						
Package Units	PTAC	0 - 5 Tons	2			
Services (Times per year): Seasonal Inspection - Cooling (1.0)						

\*\*\*Contract includes 2 days of owner directed service labor

## Siemens Industry, Inc.

### 2.3 Signature Page and Investment

By and Between:

Siemens Building Industry, Inc.  
6075 East Molly Rd  
Syracuse, New York 13211  
William B. Bigelow

South Lewis Central School District  
4264 East Road PO Box 10  
Turin, New York 13473  
Mr. Rich Poniktera

Services shall be provided District Wide, Turin, New York 13473.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated September 24, 2020 and the attached terms and conditions.

Duration: Initial term of agreement is 1 Year beginning 7/1/2020 and automatically renewable from year to year thereafter.

Investments:

Year 1	7/1/2020 to 6/30/2021	\$12,465.00	paid annually
Year 2	7/1/2021 to 6/30/2022	\$12,960.00	paid annually
Year 3	7/1/2022 to 6/30/2023	\$13,480.00	paid annually

Prices quoted in this proposal are firm for 60 days.

**Proposal accepted by:**

Douglas Premo  
Superintendent of Schools  
South Lewis Central School District

**Proposal submitted by:**

William B. Bigelow  
Service Account Executive  
Siemens Industry, Inc.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**Approved for Siemens Industry, Inc.  
by:**

Manager

\_\_\_\_\_  
Signature Date

## **2.4 Terms And Conditions**

Found on the following 8 pages

## STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES

**1. APPLICABLE TERMS.** This Agreement governs the sale and performance of services provided by Siemens ("Services"). The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

**2. PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order; or if neither (i) nor (ii) apply, then Siemens' standard rates in effect when the Services are performed.

(a) Payment - Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Credit Approval - All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services.

(c) Taxes - Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties, tariffs charged on the importation of goods into the United States, or other government charges related to the Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments— Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right - Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

**3. RISK OF LOSS AND SCHEDULE.** Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

**4. CANCELLATION.** Except for Siemens right to terminate in accordance with Article 2 and Article 4, this Agreement is non-cancellable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written



notice of its intent to cancel the Agreement. Either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach..

**5. FORCE MAJEURE / DELAYS.** If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

**6. BUYER'S REQUIREMENTS.** Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services.

**7. INDEMNITY.** Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

**8. WARRANTY.** (a) Siemens warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Article 8(a) within ninety (90) days from completion of the Services ("Warranty Period"), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty Period, Siemens shall at its own expense re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services (the "Warranty").

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment" other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the

locale where the Services are being performed and having regard to the nature of the Services; (iv) Buyer discontinuing use of the Equipment after it has, or should have had knowledge of any defect in the Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services.; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(c) **Exclusions from Warranty Coverage.** The Warranties do not apply to any Third Party Parts or Equipment or to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such Third Party Parts, Equipment, services or any related assignment of warranties.

(d) **Warranty Notice.** Buyer must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

(e) **Remedies.** Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Siemens factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 8(b) or from their deteriorated condition.

**(f) THE WARRANTIES IN THIS ARTICLE 8 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 9 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

**9. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 9 EXTEND TO SIEMENS'

AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 8, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

#### **10. INTELLECTUAL PROPERTY.**

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so its use is non-infringing.

Siemens will have no duty or obligation under this Article 10 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 10.

THIS ARTICLE 10 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

#### **11. CONFIDENTIALITY.**

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Services performed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

**12. COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations.

**13. CHANGES IN SERVICES.** No change will be made to the scope of Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

**14. NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

**15. MODIFICATION OF TERMS.** These terms may only be modified by a written instrument signed by authorized representatives of both parties.

**16. ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

**17. APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

**18. SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

**19. EXPORT/IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

**20. NUCLEAR.** In the event the Services provided under the Agreement are to be performed at or in any manner in connection with a nuclear installation, the following conditions shall apply:

**A. Buyer's Insurance**

(1) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(2) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

**B. Waivers by Buyer:** Neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

**C. Third Party Property Protection:** Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

**D. Decontamination:** Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.



**21. SURVIVAL.** The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity," "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

**22. SITE SAFETY.** Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

**23. ENVIRONMENTAL COMPLIANCE.** To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

#### **24. ASBESTOS**

The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(1) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at any Site:

(a) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(b) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 24. Without limiting its other rights and remedies, Siemens (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 24, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(4) Siemens makes no representation that it is licensed to abate ACM.

(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

## **25. THIRD PARTY PARTS**

Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

## **A Memorandum of Understanding Between**

**South Lewis Central School District Universal Prekindergarten Program  
and  
Lewis County Head Start**

The South Lewis Central School District Universal Prekindergarten program and Lewis County Head Start will review and develop plans for the coordination, collaboration, alignment, and implementation of each of the following activities, as mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007".

### **1) Educational activities, curricular objectives, and instruction including:**

- establishing ongoing communications between the Lewis County Head Start grantee and South Lewis Central School District Universal Prekindergarten program for developing continuity of developmentally appropriate curricular objectives (which for the purpose of the Head Start program shall be aligned with the Head Start Child Development and Early Learning Framework and, as appropriate, with Universal Prekindergarten Learning Standards the New York State K-12 State Learning Standards) and for shared expectations for children's learning and development as the children transition to school.

### **2) Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs including:**

- generating support and leveraging the resources of the entire community in order to improve school readiness.
- establishing ongoing channels of communication between Head Start staff and their counterparts in the schools including teachers and health staff to facilitate coordination of programs.

### **3) Selection of eligible children to be served by programs including:**

- underserved populations of eligible children.
- collaborating with all public or private entities providing early childhood education addressing any barriers to such collaboration that the agencies encounter including:
  - (i) Other preschool programs operating under Title I;
  - (ii) Early Intervention and Preschool Special Education Programs serving children with disabilities;
  - (iii) Child care programs; and
  - (iv) The educational programs that the children in the Head Start program involved will enter at the age of compulsory school attendance.



4) The service area is defined as that portion of Lewis County served by the South Lewis Central School District and the Lyons Falls Head Start center and home based option. Two classrooms located at 6819 McAlpine St., Lyons Falls, are licensed for 34 children. There is also a home-based options for families in the South Lewis District.

5) Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development and transition-related training for school staff and Head Start staff. The Teacher Center in Watertown is a site for teacher training in early childhood education. Head Start staff may be invited to Superintendent's Conference Day training when topics are relevant.

6) Program technical assistance including linking services provided in the Head Start program with educational services relating to language, literacy, and numeracy, provided by school district.

7) Provision of services to meet the needs of working parents, as applicable including coordinating activities to make resources available for full working day and full calendar year available to children and coordinating activities and collaborating with programs under the Child Care and Development Block Grant.

8) Communication and parent outreach for smooth transitions to kindergarten including:

- developing and implementing a systematic procedure for transferring, with parental consent, Head Start program records for each participating child to the school in which such child will enroll.
- helping parents, including grandparents and kinship caregivers, to understand the importance of parental involvement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to elementary school.
- kindergarten teachers or the elementary principal may attend a center's parent committee meeting to share information about kindergarten screening and registration and what to expect. Parents have the opportunity to ask questions and become familiar with the transition program the school district offers for children entering kindergarten.
- children and parents enrolled in Head Start attend the Family Oriented Structured Preschool Activities (FOSPA) program to promote school readiness.
- Head Start staff assisting parents in completing registration forms and encouraging them to attend screening, orientation and to participate in the transition program mentioned above.
- Head Start children and parents tour the school building, kindergarten classrooms and participate in a meal to become familiar with lunch room procedures.

9) Provision and use of facilities, transportation, and other program elements including collaborating on the shared use of transportation and facilities including:

- Head Start children are transported to and from the Lyons Falls Head Start center by South Lewis Central School District on school buses with their school age siblings and neighbors. Travel arrangements, safe riding and evacuation procedures are understood and practiced by children and adults.
- Head Start staff and the school district Transportation Supervisor meeting before school begins in the fall to complete the *Transportation Regulations Checklist* to ensure equipment, drivers and systems are in compliance with State Education and Head Start requirements.
- the school district provides a bus and driver at the family orientations in the fall to help parents and children become familiar with this new experience and practice safety rules with them.
- Head Start parent/child activities being held in the school with prior approval.

It is acknowledged by both parties that the South Lewis Central School District is not required to transport Head Start children. The School District will make reasonable efforts to transport Head Start children, but reserves the right to adjust routing and school bus capacity to meet its needs for transporting students and Head Start children and to comply with any Federal or New York State guidance, statutory or regulatory requirements. In addition as a result of the global pandemic and efforts to protect the safety and health of students, Head Start children, employees and parents, the School District may not have the ability to transport Head Start children. Under such circumstances or other equivalent circumstances including Federal and New York State requirements and financial supports, the School District will not have an obligation under the terms of this agreement to transport Head Start children.

#### 10) Early Termination

This agreement may be terminated by either party with or without cause by giving written notice to the other party at least sixty (60) days in advance of the effective date of termination.

#### 11) Duration

The agreement will become effective immediately after being signed and dated by all parties. By signing the agreement, the Lewis County Head Start and the South Lewis Central School District agree to the terms. Contained within this agreement.

This agreement will continue in effect for a period of two (2) years after it has been signed by both parties.

The agreement will be jointly reviewed if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change. It is agreed that the parties will meet at least ninety (90) days prior to the expiration of the agreement to discuss and agree upon the terms of a successor agreement.

12) Other elements mutually agreed to by the parties.

This agreement contains all the agreements made between the South Lewis Central School District and Lewis County Head Start and supersedes all prior contracts, memoranda and agreements. No other document shall be deemed to contain any binding commitment between the School District and Head Start unless it (i) contains an express statement that it is intended to constitute a binding commitment, (ii) is dated on or subsequent to the date this agreement is signed by both parties, and (iii) is signed by the President of the Board of Education and the Superintendent of Schools pursuant to a Board resolution authorizing the President and Superintendent to do so, (iv) is signed by the Director of Lewis County Head Start pursuant to a resolution of its governing body authorizing the Executive Director to do so.

**SIGNATURES**

**For South Lewis Central School District Universal Prekindergarten**

\_\_\_\_\_  
Andrew Liendecker, President of the Board of Education Date

\_\_\_\_\_  
Douglas Premo, Superintendent Date

**For Lewis County Head Start**

\_\_\_\_\_  
Amy S. Marti, Executive Director Date

**SUBJECT: PURCHASING: COMPETITIVE BIDDING AND OFFERING**

Except as otherwise provided by law, all contracts for public work involving an expenditure of more than \$35,000 and all purchase contracts involving an expenditure of more than \$20,000 will be awarded by the District to the lowest responsible bidder furnishing the required security after advertisement for sealed bids. However, the District may, in its discretion, award purchase contracts on the basis of "best value" to a responsive and responsible bidder or offerer, provided the Board has authorized this action by rule, regulation, or resolution adopted at a public meeting.

No bid or offer will be accepted that does not conform to specifications furnished unless those specifications are waived by Board action. The District may, in its discretion, reject all bids or offers and readvertise for new bids or offers in a manner consistent with New York State law.

All contracts requiring public advertising and competitive bidding or offering will be awarded by resolution of the Board.

Except as authorized by law, no Board member or employee of the District will have an interest in any contract entered into by the District.

**Standardization**

Upon the adoption of a standardization resolution by a vote of at least 3/5 of all Board members, purchase contracts for a particular type or kind of equipment, materials, or supplies of more than \$20,000 may be awarded by the Board to the lowest responsible bidder or offerer furnishing the required security after advertisement for sealed bids in the manner provided in law. This resolution must state that, for reasons of efficiency or economy, there is a need for standardization and must contain a full explanation of those reasons. Upon the adoption of a valid standardization resolution, the District may provide in its specifications for a particular make or brand to the exclusion of others.

**"Piggybacking" Exception to Competitive Bidding**

The District may, in its discretion, purchase certain goods and services (apparatus, materials, equipment, and supplies) at costs beyond the above-referenced thresholds through the use of contracts let by the United States or any agency thereof, any state, and any county, political subdivision, or district of any state.

This method of procurement is permitted on contracts issued by other governmental entities, provided that the original contract:

- a) Has been let by the United States or any agency thereof, any state (including New York State) or any other political subdivision or district;

(Continued)

**SUBJECT: PURCHASING: COMPETITIVE BIDDING AND OFFERING (Cont'd.)**

- b) Was made available for use by other governmental entities and agreeable with the contract holder; and
- c) Was let in a manner that constitutes competitive bidding consistent with New York State law, or was awarded on the basis of best value, and is not in conflict with other New York State laws.

**Annual Review**

Periodically, comments concerning the District's bidding and purchasing policies and procedures will be solicited from those District employees involved in the procurement process.

The Board will annually review its bidding and purchasing policies and procedures. The School Business Official will be responsible for conducting an annual review of such policies and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

General Municipal Law Articles 5-A and 18  
State Finance Law §§ 162, 163, and 163-b  
Education Law § 305(14)(g)

NOTE: Refer also to Policies #5411 -- Procurement of Goods and Services  
#5412 -- Alternative Formats for Instructional Materials  
#5413 -- Procurement: Uniform Grant Guidance for Federal Awards

Adoption Date: 5/12/09

Revised:

**SUBJECT: PROCUREMENT OF GOODS AND SERVICES**

**Purchasing Authority**

The District's purchasing activities will be part of the responsibilities of the Business Office, under the general supervision of the Purchasing Agent designated by the Board. The Purchasing Agent is authorized to enter into cooperative bidding and cooperative purchasing arrangements to meet the various needs of the District. No contracts for goods and services will be made by individuals or organizations in the school that involve expenditures without first securing approval for the contract from the Purchasing Agent.

Except as authorized by law, no Board member or employee of the District will have an interest in any contract entered into by the District.

**Purchasing Process**

The Board recognizes its responsibility to ensure the development of procedures for the procurement of goods and services not required by law to be made pursuant to competitive bidding requirements. These goods and services will be procured in a manner so as to:

- a) Assure the prudent and economical use of public moneys in the best interests of the taxpayer;
- b) Facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and
- c) Guard against favoritism, improvidence, extravagance, fraud, and corruption.

These procedures will contain, at a minimum, provisions which:

- a) Prescribe a process for determining whether a procurement of goods and services is subject to competitive bidding and if it is not, documenting the basis for such determination;
- b) With certain exceptions, provide that alternative proposals or quotations for goods and services will be secured by use of written request for proposals, written quotations, verbal quotations, or any other method of procurement which furthers the purposes of General Municipal Law Section 104-b;
- c) Set forth when each method of procurement will be utilized;
- d) Require adequate documentation of actions taken with each method of procurement;
- e) Require justification and documentation of any contract awarded to other than the lowest responsible dollar offer, stating the reasons;

(Continued)

Non-Instructional/Business  
Operations**SUBJECT: PROCUREMENT OF GOODS AND SERVICES (Cont'd.)**

- f) Set forth any circumstances when, or the types of procurement for which, the solicitation of alternative proposals or quotations will not be in the best interest of the District; and
- g) Identify the individual or individuals responsible for purchasing and their respective titles. This information will be updated biennially.

Any unintentional failure to fully comply with these provisions will not be grounds to void action taken or give rise to a cause of action against the District or any District employee.

The District will develop administrative regulations to establish procedures for the procurement of goods and services.

Professional Services

Professional services are generally those services that require specialized skills, training, professional judgment, expertise, and creativity. Examples include attorneys, architects, and engineers. The procurement of professional services falls within an exception to competitive bidding. In order to procure professional services, the District will use the request for proposals (RFP) process as set forth in General Municipal Law in order to protect the District's interests and to avoid the appearance of favoritism or impropriety. Although not necessarily bound to select the lowest bidder in response to its RFP, the District will adequately document its selection process to demonstrate its economical and prudent use of public monies and to ensure fair competition.

Education Law §§ 1604, 1709, 1950, 2503, 2554, and 3602  
General Municipal Law Articles 5-A and 18  
General Municipal Law §§ 104-b and 119-o

NOTE: Refer also to Policies #5410 -- Purchasing: Competitive Bidding and Offering  
#5412 -- Alternative Formats for Instructional Materials  
#5413 -- Procurement: Uniform Grant Guidance for Federal Awards

Adoption Date

**SUBJECT: ALTERNATIVE FORMATS FOR INSTRUCTIONAL MATERIALS**

Preference in the purchase of instructional materials will be given to vendors who agree to provide materials in a usable alternative format (i.e., any medium or format, other than a traditional print textbook, for presentation of instructional materials that is needed as an accommodation for each student with a disability, including students requiring Section 504 Accommodation Plans, enrolled in the District). Alternative formats include, but are not limited to, Braille, large print, open and closed captioned, audio, or an electronic file in an approved format as defined in Commissioner's regulations.

The District has adopted the National Instructional Materials Accessibility Standard (NIMAS) to ensure that curriculum materials are available in a usable alternative format for students with disabilities. The District will ensure that each student who requires instructional materials in an alternate format will receive it in a timely manner and in a format that meets NIMAS standards.

The District will establish a plan to ensure that instructional materials in a usable alternative format for each student with a disability (including students requiring Section 504 Accommodation Plans) are based upon the student's educational needs and course selections, and will be available at the same time as those instructional materials are available to non-disabled students.

The Plan will:

- a) Specify that the District gives a preference in the purchase of instructional materials it has selected for its students to those vendors who agree to provide such instructional materials in alternative formats;
- b) Specify when an electronic file is provided, how the format will be accessed by students and/or how the District will convert to an accessible format;
- c) Specify the process to be used when ordering materials to identify the needs of students with disabilities residing in the District for alternative format materials;
- d) Specify ordering timelines to ensure that alternative format materials are available at the same time as regular format materials are available; and
- e) Include procedures so that when students with disabilities move into the District during the school year, the process to obtain needed materials in alternative formats for those students is initiated without delay.

20 USC § 1474(e)(3)(B)

8 NYCRR §§ 200.2(b)(9), 200.2(c)(2) and 200.2(i)

Adoption Date



**SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS**

The District will follow all applicable requirements in the Uniform Grant Guidance (2 CFR Part 200) whenever it procures goods or services using federal grant funds awarded through formula and/or discretionary grants, including funds awarded by the United States Department of Education as grants or funds awarded to a pass-through entity, such as the New York State Education Department, for subgrants.

**Uniform Grant Guidance Requirements**

Under the Uniform Grant Guidance, the District will, among other things:

- a) Use its own documented procurement procedures which reflect applicable state, local and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in the Uniform Grant Guidance.
- b) Establish and maintain effective internal controls that provide reasonable assurance that the District is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. Internal controls means a process, implemented by the District, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:
  - 1. Effectiveness and efficiency of operations;
  - 2. Reliability of reporting for internal and external use; and
  - 3. Compliance with applicable laws and regulations.
- c) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- d) Evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of federal awards.
- e) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- f) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the District considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- g) Maintain oversight to ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(Continued)

**SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS (Cont'd.)**

- h) Maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- i) Have procurement procedures in place to avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.
- j) Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- k) Maintain records that sufficiently detail the history of the procurement including, but not limited to:
  - 1. Rationale for the method of procurement;
  - 2. Selection of contract type;
  - 3. Contractor selection or rejection; and
  - 4. The basis for the contract price.
- l) Use time and material contracts, only after a determination that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.
- m) Conduct all procurement transactions in a manner providing full and open competition consistent with the standards of the Uniform Grant Guidance.
- n) Conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
- o) Have written procedures for procurement to ensure that all solicitations:
  - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured; and
  - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids.

(Continued)

**SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL  
AWARDS (Cont'd.)**

- p) Ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
- q) Use one of the following methods of procurement, which include:
  - 1. Micro-purchases;
  - 2. Small purchase procedures;
  - 3. Sealed bids;
  - 4. Competitive proposals; and
  - 5. Noncompetitive proposals.
- r) Have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- s) Take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- t) Include in all contracts made by the District the applicable provisions contained in Appendix II of the Uniform Grant Guidance -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- u) Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
- v) Negotiate profit as a separate element of the price for each contract in which there is not price competition and in all cases where an analysis is performed.
- w) Comply with the non-procurement debarment and suspension standards which prohibit awarding contracts to parties listed on the government-wide exclusions in the System for Award Management (SAM).

2 CFR §§ 200.61, 200.303, 200.318, 200.319, 200.320, 200.321, 200.323, and 200.326  
2 CFR Part 200, App. II

(Continued)

**SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL  
AWARDS (Cont'd.)**

NOTE: Refer also to Policies #5410 -- Purchasing: Competitive Bidding and Offering  
#5411 -- Procurement of Goods and Services  
#5570 -- Financial Accountability  
#5670 -- Records Management  
#6110 -- Code of Ethics for Board Members and All  
District Personnel  
#6161 -- Conference/Travel Expense Reimbursement

Adoption Date