

**SCHROON LAKE CENTRAL SCHOOL  
BOARD OF EDUCATION MEETING  
REPAIR RESERVE HEARING  
THURSDAY, MAY 27, 2021  
6:45 PM SCHOOL AUDITORIUM**

- I. Call the meeting to order
- II. Pledge of Allegiance
- III. Fuel Tank Replacement Project Hearing
- IV. Public Participation
- V. Adjournment

**SCHROON LAKE CENTRAL SCHOOL  
BOARD OF EDUCATION MEETING AGENDA  
THURSDAY, MAY 27, 2021  
7:00 PM SCHOOL AUDITORIUM**

- VI. Call the meeting to order
- VII. Pledge of Allegiance
- VIII. Approval of the Minutes of the Board Meetings
  - A. April 22, 2021
  - B. May 11, 2021
  - C. May 18, 2021 (Budget Hearing)
- IV. Public Participation
- VI. Financial Reports
  - A. Approval of Warrant # 10
  - B. Treasurer's Report
  - C. Extra-Curricular Report
  - D. Repair Reserve Resolution
- VII. Superintendent's Report
  - A. Regents Testing
  - B. Summer school
  - C. Set Organization date in July
- VIII. Board Discussion and Action Items
  - A. CSE/CPSE/504 recommendations
  - B. Appoint 1.0 Special Education Teacher

- C. Appoint 1.0 Reading teacher
- D. Consideration of Sound and Lighting Appointment
- E. Summer School Appointments
- F. Accept Cafeteria Worker resignation
- G. Adult Education Sponsorship Agreement
- H Labor Relations Intermunicipal Agreement
- I. Textbook Adoption
- J. Accept Insurance Bid
- K. Approve School Psychologist contract
- L. Appoint Library Media Specialist

IX. Public Participation

X. Executive Session (if needed and called)

XI. Adjournment

## **REPAIR RESERVE HEARING**

The Board of Education of the Schroon Lake Central School District will hold a public hearing at 6:45 PM in the school auditorium prior to the regular BOE meeting on May 27, 2021 to discuss the expenditure of funds from the School Districts Maintenance and Repair Reserve Fund in the amount not to exceed \$268,000.00 for the removal and replacement of an existing underground fuel storage tank on the School Districts property.

DRAFT

SCHROON LAKE CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING  
AUDITORIUM  
April 22, 2021 @ 7:00 pm

BOARD MEMBERS PRESENT:

Bruce Murdock  
Ashley Barry  
Kevin Kelly  
Susan Repko  
Jared Whitley

BOARD CLERK  
Lisa DeZalia

OTHERS PRESENT:

Supt. Gratto      Tamara Belanger  
Danielle Fosella  
Lee Silvernail  
Sarah Silvernail    Tabitha Gillings  
Laura Corey      Beth Root  
Anita Masiello    Michele Crandall  
Marylou Shaughnessy Sarah Behm  
Julie Dunkley      Christian Gratto

MEETING  
TO ORDER

President Bruce Murdock called the meeting to order at 7:00 pm

Those present pledged allegiance to the flag

PREVIOUS  
MINUTES

A motion was made by Susan Repko, second by Kevin Kelly to accept minutes of March 25, 2021 as presented.  
All Board Members voted Yes- 5 No- 0 motion carried

PREVIOUS  
MINUTES

A motion was made by Ashley Barry, second by Jared Whitley to accept minutes of March 31, 2021 as presented.  
All Board Members voted Yes-5 No- 0 motion carried

PUBLIC  
PARTICIPATION

On behalf of the arts program Anita Masiello addressed the plan to downsize the elementary art and music programs by half next year. Although the elementary arts are the most difficult to schedule they are the most rewarding programs when you watch students grow into their own. She is concerned with any reduction that students won't be able to meet the NYS standards. For many students art and music are an outlet and skills build upon another each year, much like academics. Marylou Shaughnessy thanked the Board for always supporting the Wildcat programs. Wildcat Programs include students that participate in the musical, jazz band and chorus. Art shows are very important to allow students to showcase their talent. Any reduction or loss of the arts would be a great disservice to our wildcats.

**SUPT REPORT** Supt. Gratto stated that the National Honor Society Induction took place this week and it was nice to see parents in the building again. He presented additional information that has become available since the budget was adopted. The budget adopted preserved all current programs, expanded summer school and included the expense of replacing the fuel tank and hot water heater. Fund Balance was used to balance the budget, send money to the repair reserve and pay for a twenty two passenger school bus. State aid runs are now available and it appears we will be getting an increase in state aid and foundation aide. The American Rescue Aid Act is a grant that will be given to each school to help with expenses related to the pandemic. There is little guidance as to how the grant money can be spent and what the timeline will be to spend it. Districts are required to post a plan for the use of the funds by July 1, 2021. Mr. Gratto will look to the Leadership committee and the shared decision making committee to help with these decisions once there is further guidance.

Mr. Gratto thanked Susan Repko for securing a \$5000.00 grant to supplement the summer school program. The program called Summer Spark will consist of half a day academics and a half day recreation program run by the YMCA. More information will be coming soon.

**CERTIFICATION OF WARRANT** A motion was made by Jared Whitley, second by Kevin Kelly to approve Warrant # 9 dated 04/13/21  
All Board Members voted Yes- 5 No-0 motion carried.

**TREASURER'S REPORT** A motion was made by Susan Repko, second by Ashley Barry to accept the Treasurer's Report dated 4/13/2021  
All Board Members voted Yes- 5 No- 0 motion carried

Mr. Murdock acknowledged the budget status

**EXTRA CURRICULAR REPORT** A motion was made by Ashley Barry, second by Susan Repko to approve the extra curricular report for March as presented.  
All Board Members voted Yes-5 No-0 motion carried

**BOE APPROVES INTERFUND LOAN** A motion was made by Jared Whitley, second by Kevin Kelly to approve a loan of \$100,000.00 to the Federal Fund from the General Fund.  
All Board members voted Yes- 5 No-0 motion carried

CSE RECS APPROVED A motion was made by Jared Whitley, second by Susan Repko to approve the CSE recommendations for #10295, 10560, 10767, 201402, 20116, 10535, 10783, 40166, 10610, 40162, 10632, 10440 and 10189 All Board members voted Yes- 5 No- 0 motion carried

BOE ACCEPTS PETITIONS A motion was made by Jared Whitley, second by Susan Repko to accept petitions from Codie Aiken, Ashley Barry and Bruce Murdock for the two open Board Seats. All Board members voted Yes- 5 No-0 motion carried

BOE GRANTS TENURE Motion was made by Ashley Barry, second by Susan Repko "RESOLVED, that in compliance with the provisions of Section 3013 of Board of Education Law and Part 30.3 of the rules the Board of Regents and upon the recommendation of Superintendent Gratto, that Sarah Silvernail a probationary teacher having been appointed to the position of Elementary teacher by resolution of this Board be appointed to position of teacher in the Elementary tenure area. It having been shown that Mrs. Silvernail holds a valid New York State Certificate to teach subject in the foresaid tenure area and it further having been shown that the probationary period of Sarah Silvernail to teach in this district will expire on June 30, 2021. The Board of Education of the Schroon Lake School District does hereby grant tenure and appoint to tenure Mrs. Sarah Silvernail effective September 1, 2021 to the position of teacher in the Elementary tenure area. All members voted Yes-5 No-0 Motion passed

BOE APPOINTS ELECTION TELLERS Upon the recommendation of Supt. Gratto, a motion was made by Jared Whitley, second by Susan Repko to appoint Sharon Smith, Cathy Peace, Fran Mahler and Pricilla Gould as election tellers for the May 18, 2021 Budget / Election Vote. Tellers will be compensated \$12.50 per hour. All Board members voted Yes- 5 No-0 motion carried

**CVES ADMINISTRATIVE BUDGET VOTE**

It is Resolved that the Board of Education of the Schroon Lake Central School District voted to approve the tentative Administration Budget of the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services for the school year 2021-2022. Motion was made by Kevin Kelly, second by Ashley Barry All Board members voted Yes-5 No-0 motion carried

**RESOLUTION FOR ELECTION OF CVES BOARD MEMBERS**

It is Resolved that the Board of Education of the Schroon Lake Central School District cast one vote for Patricia Gero for one of the five seats vacant on the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (Champlain Valley Educational Services) Board.

Motion made by Jared Whitley, second by Kevin Kelly  
All Board members voted Yes-5 No-0 Motion carried

It is Resolved that the Board of Education of the Schroon Lake Central School District cast one vote for Richard Harriman Sr. for one of the five seats vacant on the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (Champlain Valley Educational Services) Board.

Motion made by Kevin Kelly, second by Susan Repko  
All Board members voted Yes-5 No-0 Motion carried

It is Resolved that the Board of Education of the Schroon Lake Central School District cast one vote for Donna Walton for one of the five seats vacant on the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (Champlain Valley Educational Services) Board.

Motion made by Susan Repko, second by Jared Whitley  
All Board members voted Yes-5 No-0 Motion carried

BOE APPROVES LEAVE OF ABSENCE Upon the recommendation of Supt Gratto, a motion was made by Jared Whitley, second by Kevin Kelly to approve the leave of absence for Kellie Hafner from the remedial reading position, for a period not to exceed three years, in order to allow her to serve a probationary period in the elementary tenure area. The leave of absence will begin on September 1, 2021 and end no later than August 31,2024.  
All Board members voted Yes- 5 No-0 motion carried

BOE APPOINTS ELEMENTARY POSITION Upon the recommendation of Supt. Gratto, a motion was made by Ashley Barry, second by Susan Repko to appoint Kellie Hafner as a 1.0 Elementary teacher effective September 1, 2021. This appointment begins a three year probationary period in the Elementary tenure area, to expire on June 30, 2024. Mrs. Hafner will be compensated \$70, 824.00.  
All Board members voted Yes- 5 No-0 motion carried

**BOE APPOINTS SPECIAL EDUCATION POSITION** Upon the recommendation of Supt. Gratto, a motion was made by Ashley Barry, second by Kevin Kelly to appoint Amanda Drake as a 1.0 special education teacher effective September 1, 2021. This appointment begins a three year probationary period in the Special Education tenure area, to expire on June 30, 2024. Mrs. Drake will be compensated \$61,312.00. All Board members voted Yes- 5 No-0 motion carried

**PUBLIC PARTICIPATION** There were no concerns at this time

**EXECUTIVE SESSION** A motion was made by Susan Repko, second by Ashley Barry go into executive session at 7:35pm to discuss the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, promotion demotion discipline, suspension dismissal or removal of a particular person or corporation.  
All Board members voted Yes -5 No-0 Motion Carried

**EXECUTIVE SESSION** A motion was made by Kevin Kelly, second by Jared Whitley to move out of executive session at 10:09 no action taken.  
All Board members voted Yes -5 No-0 Motion Carried

**ADJOURNMENT** A motion was made by Jared Whitley, second by Ashley Barry to adjourn at 10:09 pm.  
All Board members voted Yes -5 No-0 Motion Carried

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District Clerk



SCHROON LAKE CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
BUDGET HEARING  
May 11, 2021

DRAFT

BOARD MEMBERS PRESENT:

Bruce Murdock  
Susan Repko  
Kevin Kelly  
Ashley Barry

OTHERS PRESENT:

Supt. Gratto  
Danielle Fosella  
Tamara Belanger  
Chris Veverka  
Laura Corey

BOARD CLERK

Lisa DeZalia

The meeting was called to order by the district clerk at 7:00 PM.

Those present pledged allegiance to the flag.

The district clerk read a copy of the annual notice.

The Treasurers Report, Tax Collection Report and Budget information was given by Mrs. Fosella. The total of the 2021-2022 budget is \$8,459,937.00 staying below the tax cap

President Bruce Murdock asked if there were any questions and announced the polling place, polling hours and announced Codie Aiken, Ashley Barry and himself as candidates for the Board two three year Board seats

Supt. Gratto presented an overview of the budget and fund balance use.

Upon the recommendation of Supt Gratto, a motion was made by Kevin Kelly, second by Ashley Barry to appoint Tracy Donaldson as an election teller for the vote on May 18, 2021. Mrs. Donaldson will be compensated \$12.50 per hour. All Board members voted Yes- 4 No-0 motion carried

A motion was made by Susan Repko, second by Kevin Kelly to adjourn at 7:25PM. All Board members voted Yes-4 No-0 Motion carried.

\_\_\_\_\_  
District Clerk

III.  
B.144  
DRAFT

SCHROON LAKE CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
BUDGET HEARING  
May 11, 2021

BOARD MEMBERS PRESENT:

Bruce Murdock  
Susan Repko  
Kevin Kelly  
Ashley Barry

OTHERS PRESENT:

Supt. Gratto  
Danielle Fosella  
Laura Corey  
Tamara Belanger  
Chris Veverka

BOARD CLERK

Lisa DeZalia

MEETING  
TO ORDER

President Bruce Murdock called the meeting to order at 7:26 pm

PUBLIC  
PARTICIPATION

Laura Corey asked the Board to reconsider the stipend for the sound and lighting. The position was appointed and then rescinded, however there is a lot of activity in that department and she would ask the Board to reconsider. She also invited the Board to the Back Yard BBQ that will take place from 4-6 pm on the day of the Budget Vote. The BBQ is being sponsored by the Class of 2022.

Chris Veverka introduced himself as the new substitute cleaner. He is a Graduate of the class of 2012 and is looking forward to his new position.

BOE  
APPROVES  
CONTRACT

A motion was made by Susan Repko, second by Ashley Barry to approve the contract of Tamara Belanger as presented for the 2021-2022 school year. Mrs. Belanger will be compensated \$95,000.00 All Board members voted Yes- 4 No-0 motion carried

TENURE  
AREA  
TRANSFER

Upon the recommendation of Supt. Gratto, a motion was made by Kevin Kelly second by Susan Repko to approve the tenure area transfer of Diane Jones. Mrs. Jones was appointed to both the library media specialist and reading tenure areas in September 2019 and will now be a 1.0 full time reading teacher. She will no longer be accruing either probationary and seniority credit in the library media specialist area.

All Board Members voted Yes- 4 No-0 motion carried

BOE  
APPOINTS  
SUB  
CLEANER

Upon the recommendation of Supt. Gratto, a motion was made by Ashley Barry, second by Susan Repko to appoint Christopher Veverka as a substitute cleaner for the 2020-2021 school year. Mr. Veverka will be compensated \$12.50 per hour.

All Board members voted – Yes- 4 No-0 motion carried

**EXECUTIVE SESSION** A motion was made by Ashley Barry, second by Susan Repko to go into executive session at 7:35 pm Collective negotiations pursuant to Article 14 of the Civil Service Law.  
All Board members Voted Yes- 4 No-0 Motion carried

**EXECUTIVE SESSION** A motion was made by Susan Repko, second by Ashley Barry to move out of executive session at 8:14pm.  
All Board members voted Yes -4 No-0 Motion Carried

**BOE APPROVES CONTRACT** A motion was made by Ashley Barry, second by Kevin Kelly to approve the contract of Stephen Gratto as presented for the 2021-2022 school year. Mr. Gratto will be compensated \$142,682.00  
All Board members voted Yes- 4 No-0 motion carried

**ADJOURNMENT** A motion was made by Ashley Barry, second by Kevin Kelly to adjourn at 8:15pm.  
All Board members voted Yes – 4 No-0 Motion Carried

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District Clerk

DRAFT

SCHROON LAKE CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
May 18, 2021

BOARD MEMBERS PRESENT:

Bruce Murdock  
Susan Repko  
Ashley Barry  
Kevin Kelly  
Jared Whitley

OTHERS PRESENT:

Supt. Gratto  
Danielle Fosella  
Fran Mahler

BOARD CLERK

Lisa DeZalia

MEETING  
TO ORDER

President Bruce Murdock called the meeting to order at 8:47 pm

BOE  
ACCEPT  
RESULTS

A motion was made by Jared Whitley, second by Susan Repko to accept the results of the Budget /Vote as follows:

Budget- Yes-164 No-42  
All Board members voted Yes- 5 No-0 motion carried

A motion was made by Jared Whitley, second by Susan Repko to accept the results of the Bus Proposition as follows:

Bus- Yes-156 No-50  
All Board members voted Yes-5 No-0 motion carried

A motion was made by Jared Whitley, second by Kevin Kelly to Accept the results of the Board Seat as follows:

Codie Aiken- 120

Ashley Barry- 127

Bruce Murdock -105

All Board members voted Yes- 5 No-0 motion carried

ADJOURNMENT

A motion was made by Kevin Kelly, second by Jared Whitley to adjourn at 8:48 pm.

All Board members voted Yes -5 No-0 motion Carried

\_\_\_\_\_  
District Clerk

## **Fund Transfer Schroon Lake Central School District**

**Whereas**, the Board of Education of the Schroon Lake School District (“District”) is considering to undertake a project involving the removal and replacement of the existing underground fuel oil tank. The removal and replacement of the fuel tank is part of the School District’s effort to maintain their building as well as providing regular building maintenance and repairs to the existing K-12 building and it’s infrastructure; the proposed project will include the removal of the aging underground fuel storage tank with a maximum estimated cost of \$368,000; \$100,000 of the project expenditure will be from the School District’s Annual Budget 2021/2022 approved by the voters on May 18, 2021, the remaining portions of the expenditure will be from the District’s maintenance and repair reserve fund.

**Whereas**, pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as “SEQRA”), the School District is required to make a determination whether the “action” (as said quoted term is defined in SEQRA) to be taken by the School District may have “significant impact on the environment” (as said quoted term is defined in SEQRA).

**Whereas**, the District wishes to fully comply with its obligations under SEQRA and the regulations thereunder with respect to the proposed action; and

**Whereas**, the District has carefully considered the nature and scope of the proposed actions; and

**Whereas**, upon review of the foregoing, the District makes the following determinations:

1. The proposed action involves the removal and replacement of the existing underground fuel oil storage tank located at its existing K-12 school building.
2. The proposed project represents maintenance or repair involving no substantial changes in an existing facility or structure within the meaning of 6 NYCRR 617.5(c)(1); and/or alternatively the replacement, rehabilitation or reconstruction of a structure or facility in kind within the meaning of 6 NYCRR 617.5(c)(2); and/or alternatively a routine activity of an educational institution, including expansion of existing facilities by less than 10,000 square feet of gross floor area, within the meaning of 6 NYCRR § 617.5(c)(8).

**Fuel Tank Replacement  
Schroon Lake Central School District  
Page 2**

- 3. The proposed action will in no case have a significant adverse impact based on the environment based on the criteria contained in 6 NYCRR § 617.7(c), and is not otherwise a Type I action as defined by 6 NYCRR § 617.4.
- 4. The proposed action is a Type II action within the meaning of 6 NYCRR 617.5 and is therefore not subject to review under SEQRA and the regulations thereunder.
- 5. The District is hereby authorized to undertake the necessary work as described

above and to expend an amount from its Maintenance and Repair Reserve fund not to exceed \$268,000 and \$100,000 from the Capital Project outlined in the District’s 2021/2022 Annual Budget of May 18, 2021. A portion of the project will be financed by the District’s Maintenance and Repair Reserve Fund. The expenditure for this project will utilize the District’ procurement procedures including public bidding.

Any unused funds not utilized for the replacement of the Underground Fuel Storage Tank project shall be returned to the District’s Maintenance and Repair Reserve Fund.

The Superintendent of Schools and all officers and authorized employees of the District are hereby authorized and directed to take all steps reasonably necessary or appropriate to complete the Project and to carry out the intent of this Resolution and to apply for any eligible State Aid available through the New York State Education Department.

**NOW THEREFORE BE IT RESOLVED**, that the Board finds and concludes that the proposed action is a Type II action within the meaning of 6 NYCRR 617.5 and therefore is not subject to review under SEQRA and the regulations thereunder.

- 1. This Resolution shall take effect immediately.

The Board of Education vote on this Resolution was as follows:

Bruce Murdock, President	_____
Susan Repko, Vice President	_____
Kevin Kelly Sr.	_____
Ashley Barry	_____
Jared Whitley	_____

**Dated:**

**Clerk of the Board, Schroon Lake School District**

## BOE ACTION ITEMS

### Special Education Teacher

Upon the recommendation of Supt. Gratto, a motion was made by \_\_\_\_\_ second by \_\_\_\_\_

to appoint Suzanne Hurtado as a 1.0 Special Education Teacher effective September 1, 2021. This appointment begins a four year probationary period in the Special Education tenure area, to expire on June 30, 2025. Ms. Hurtado will be compensated \$ 57,201.00 M15 Step 2

All Board members voted Yes- No-- motion carried

### Reading Teacher

Upon the recommendation of Supt. Gratto, a motion was made by \_\_\_\_\_ second by \_\_\_\_\_

to appoint Diane Jones as a 1.0 Reading Teacher effective September 1, 2021. This appointment continues a three year probationary period in the Reading tenure area, to expire on June 30, 2024. Mrs. Jones will be compensated \$75,498 M15 Step 14

All Board members voted Yes- No-- motion carried

### Sound and Lighting Appointment CONSIDERATION

#### as suggested by the SLTA

Upon the recommendation of Supt. Gratto, a motion was made by \_\_\_\_\_ second by \_\_\_\_\_ to appoint Christian Gratto to Sound and Lighting for the 2020-2021 school year. Mr. Gratto will be compensated \$773.00

All Board members voted Yes No- motion carried

### Summer School Appointments

Laura Corey- Grades 6-11 \$41.21 per hour

Meredith Sweeney \$41.21 per hour

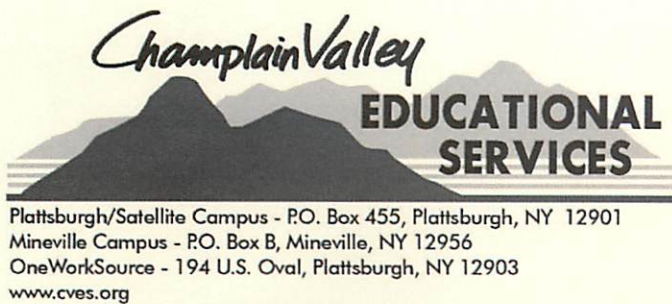
### RESIGNATION LETTER

Upon the recommendation of Supt Gratto, a motion was made by \_\_\_\_\_ second by \_\_\_\_\_

To accept the resignation of Jennifer Belrose as cafeteria worker effective 5/31/21. Mrs. Belrose will be put on the 2020-2021 substitute list as a teacher, teachers aide and bus monitor.

All Board members voted Yes- No- motion carried





**CV-TEC DIVISION**  
**Michele M. Friedman**  
**Director of Career and Technical Education**

friedman\_michele@cves.org  
Plattsburgh Main Campus, 518-561-0100 FAX 518-561-0494  
Mineville Branch Campus, 518-942-6691 FAX 518-942-3368  
Satellite Branch Campus, 518-561-0100 FAX 518-324-6620  
OneWorkSource, 518-561-0430 FAX 518-324-3379

**CVES MISSION**

*Champlain Valley Educational Services empowers students, schools and communities by providing exemplary education, training, support and shared services.*

TO: Mr. Stephen Gratto, Superintendent of Schools  
Schroon Lake Central School District  
FROM: Michele M. Friedman, Director of Career & Technical Education  
CV-TEC Division of CVES  
DATE: April 26, 2021  
RE: Adult Education Sponsorship Agreement/Board Action Required

The State Education Department is asking us to comply with having Sponsorship Agreements for our CV-TEC Adult Education programs on file on an annual basis. The "Agreement" will allow us to continue to offer Adult Education programming in the CVES catchment area each year. It deals with financial surpluses and also any unforeseen deficits.

The agreement covers all of our Adult Education courses (CO-SER 103). These programs operate on all four of our campuses and in our community. We have returned surpluses in the past to your district from the Adult Education and Accident Prevention/Pre-Licensing programs.

Some of the programs we offer include Licensed Practical Nursing (LPN), Aviation Tech, Nurse Assisting (CNA), Tractor Trailer Driving (CDL), Evening Adult Education at the Plattsburgh and Mineville Campuses, Business & Industry Training and a wide variety of on-line courses.

I have enclosed two copies of the Sponsorship Agreement for your signature and use if you decide to be part of this service. Please return both copies to my attention and I will return one fully-executed copy to you. We hope to continue to expand our programs and services in this area in the coming years to reach more adults in the CVES area from your district. If you have any questions regarding this request, please give me a call. Thank you for your assistance.

**The agreement should first be accepted by your School Board and signed appropriately before forwarding it to my office for acceptance by the CVES Board. Only those districts who have signed the sponsorship agreement will share in any surpluses.**

MMF/tl

## CHAMPLAIN VALLEY EDUCATIONAL SERVICES (CVES)

### CV-TEC ADULT EDUCATION AND SAFETY EDUCATION SPONSORSHIP AGREEMENT

#### CO-SER 103 ADULT EDUCATION CO-SER 401 ACCIDENT PREVENTION/PRE-LICENSING

The purpose of this agreement between the Schroon Lake Central School District and Champlain Valley Educational Services; hereafter referred to as CVES, is to describe the responsibilities of the parties and to identify the conditions under which CVES will operate certain self-sustaining instructional activities for adults during the 2021-2022 school year through the CV-TEC Division.

It is agreed that the best interest of the residents of the area and of the enrollees in the instructional activities will be served by such CVES programs based upon a number of considerations.

School districts are authorized to provide such instructional activities under Education Law (Section 4602 and others).

CVES is authorized to provide such instructional activities under Education Law (Section 1950) as approved by the Commissioner.

Joint performance by municipal corporations and/or performance by one for the other of functions is authorized under the General Municipal Law (Section 119 and others).

Existing need and interest surveys, together with other planning information, indicate that there is sufficient interest among adults in the subscribing districts to support certain self-sustaining instructional activities.

The number of enrollees in such a program for adults in a single school district would not warrant the operation of a comprehensive program, or if offered would be uneconomical to operate. A single program planned for all of the subscribing school districts in the area offers a wider choice for enrollees and more economical operation.

The development of a single plan for the area will permit selecting the location for each of the activities, which is more convenient for the majority of the enrollees without regard to individual district boundaries.

The operation by Champlain Valley Educational Services of programs for adults has developed recognition among residents and businesses of the area that CVES is an appropriate agency for such services through the CV-TEC division. CVES Staff with skills in planning and managing programs for adults already exists.

In consideration of the above and in consideration of the support expressed by other subscribing school districts, it is agreed that Champlain Valley Educational Services should operate a program of self-sustaining activities during the school year 2021-2022 in Adult Education (CO-SER 103) and in Accident Prevention/Pre-Licensing (CO-SER 401) in the manner described below:

Champlain Valley Educational Services will develop a plan for Adult and Continuing Education including Business and Industry training to serve adult residents and businesses in this school district and in other subscribing school districts within the CVES area.

The plan will be developed in cooperation with the districts in the CVES area, including non-subscribers and both Clinton Community College and North Country Community College, in order to provide the needs of residents in an effective manner, avoiding uneconomical duplication of programs.

It is in the intent of both parties to operate a program, which will break even financially without accumulating a surplus or creating a burden upon the school taxpayers of the area.

In the event that projected revenues are insufficient to support the proposed program, sufficient courses and/or budget items will be eliminated to insure a self sustaining program before CVES incurs any financial commitments to support the operation of any of the activities.

CVES will produce a monthly financial report of appropriations and revenues on a projected and encumbered basis during the operation of the program. In the event that unforeseen occurrences result in a projection showing insufficient revenues to support the program, sufficient courses and/or budget line items will then be eliminated and/or additional courses added to correct the imbalance.

All financial transactions related to the operation of this program will be kept in separate accounts in the financial records of CVES and there will be no co-mingling with the transactions from other program CO-SERS.

Should the operation of the program result in a surplus; such surplus will be paid by CVES to the districts.

Should unforeseen liabilities to the program create a deficit which cannot be overcome by adjustments during the program operation as described above, the school district will reimburse Champlain Valley Educational Services for this deficit promptly after the audit of CVES records for the school year.

It is agreed that CVES is the operating agency for these programs and that the district's obligations are limited to the financial settlements described above. CVES will be solely responsible for meeting the requirements and procedures for employment of personnel and all matters related to such employment, direction, compensation and discharge.

This agreement will become effective upon acceptance by the Board of Education and the Champlain Valley Educational Services. Such acceptance shall be recorded in the minutes of the respective boards and the date of such minutes recorded below with the authorized signature.

This agreement is for one school year and positive action is required by each party to extend or renew such agreement.

Accepted by the Board of Education of **Schroon Lake Central School District**  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Accepted by the Champlain Valley Educational Services.

\_\_\_\_\_  
Mark C. Davey, Ed.D.  
District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael St. Pierre  
CVES Board President

\_\_\_\_\_  
Date

# CHAMPLAIN VALLEY EDUCATIONAL SERVICES (CVES)

## CV-TEC ADULT EDUCATION AND SAFETY EDUCATION SPONSORSHIP AGREEMENT

### CO-SER 103 ADULT EDUCATION CO-SER 401 ACCIDENT PREVENTION/PRE-LICENSING

The purpose of this agreement between the Schroon Lake Central School District and Champlain Valley Educational Services; hereafter referred to as CVES, is to describe the responsibilities of the parties and to identify the conditions under which CVES will operate certain self-sustaining instructional activities for adults during the 2021-2022 school year through the CV-TEC Division.

It is agreed that the best interest of the residents of the area and of the enrollees in the instructional activities will be served by such CVES programs based upon a number of considerations.

School districts are authorized to provide such instructional activities under Education Law (Section 4602 and others).

CVES is authorized to provide such instructional activities under Education Law (Section 1950) as approved by the Commissioner.

Joint performance by municipal corporations and/or performance by one for the other of functions is authorized under the General Municipal Law (Section 119 and others).

Existing need and interest surveys, together with other planning information, indicate that there is sufficient interest among adults in the subscribing districts to support certain self-sustaining instructional activities.

The number of enrollees in such a program for adults in a single school district would not warrant the operation of a comprehensive program, or if offered would be uneconomical to operate. A single program planned for all of the subscribing school districts in the area offers a wider choice for enrollees and more economical operation.

The development of a single plan for the area will permit selecting the location for each of the activities, which is more convenient for the majority of the enrollees without regard to individual district boundaries.

The operation by Champlain Valley Educational Services of programs for adults has developed recognition among residents and businesses of the area that CVES is an appropriate agency for such services through the CV-TEC division. CVES Staff with skills in planning and managing programs for adults already exists.

In consideration of the above and in consideration of the support expressed by other subscribing school districts, it is agreed that Champlain Valley Educational Services should operate a program of self-sustaining activities during the school year 2021-2022 in Adult Education (CO-SER 103) and in Accident Prevention/Pre-Licensing (CO-SER 401) in the manner described below:

Champlain Valley Educational Services will develop a plan for Adult and Continuing Education including Business and Industry training to serve adult residents and businesses in this school district and in other subscribing school districts within the CVES area.

The plan will be developed in cooperation with the districts in the CVES area, including non-subscribers and both Clinton Community College and North Country Community College, in order to provide the needs of residents in an effective manner, avoiding uneconomical duplication of programs.

It is in the intent of both parties to operate a program, which will break even financially without accumulating a surplus or creating a burden upon the school taxpayers of the area.

In the event that projected revenues are insufficient to support the proposed program, sufficient courses and/or budget items will be eliminated to insure a self sustaining program before CVES incurs any financial commitments to support the operation of any of the activities.

CVES will produce a monthly financial report of appropriations and revenues on a projected and encumbered basis during the operation of the program. In the event that unforeseen occurrences result in a projection showing insufficient revenues to support the program, sufficient courses and/or budget line items will then be eliminated and/or additional courses added to correct the imbalance.

All financial transactions related to the operation of this program will be kept in separate accounts in the financial records of CVES and there will be no co-mingling with the transactions from other program CO-SERS.

Should the operation of the program result in a surplus; such surplus will be paid by CVES to the districts.

Should unforeseen liabilities to the program create a deficit which cannot be overcome by adjustments during the program operation as described above, the school district will reimburse Champlain Valley Educational Services for this deficit promptly after the audit of CVES records for the school year.

It is agreed that CVES is the operating agency for these programs and that the district's obligations are limited to the financial settlements described above. CVES will be solely responsible for meeting the requirements and procedures for employment of personnel and all matters related to such employment, direction, compensation and discharge.

This agreement will become effective upon acceptance by the Board of Education and the Champlain Valley Educational Services. Such acceptance shall be recorded in the minutes of the respective boards and the date of such minutes recorded below with the authorized signature.

This agreement is for one school year and positive action is required by each party to extend or renew such agreement.

Accepted by the Board of Education of **Schroon Lake Central School District**  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Accepted by the Champlain Valley Educational Services.

\_\_\_\_\_  
Mark C. Davey, Ed.D.  
District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael St. Pierre  
CVES Board President

\_\_\_\_\_  
Date



# COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT

**District Office**

24 Sunset Boulevard  
Coxsackie, NY 12051

**Randall W. Squier**

*Superintendent of Schools*  
Phone: (518) 731-1710  
Fax: (518) 731-1729

**Leslie J. Copleston**

*Assistant Superintendent  
of School Services*  
Phone: (518) 731-1715  
Fax: (518) 731-1729

**Kerry Houlihan**

*Assistant Superintendent  
of Instructional Services*  
Phone: (518) 731-1702  
Fax: (518) 731-1729

**Special Education Office**

Phone: (518) 731-1725  
Fax: (518) 731-1820

**Athletic Department**

Phone: (518) 731-1722  
Fax: (518) 731-1774

**High School**

24 Sunset Boulevard  
Coxsackie, NY 12051  
Phone: (518) 731-1800  
Fax: (518) 731-1809

**Middle School**

24 Sunset Boulevard  
Coxsackie, NY 12051  
Phone: (518) 731-1850  
Fax: (518) 731-1859

**Edward J. Arthur**

**Elementary School**  
51 Third Street  
Athens, NY 12015  
Phone: (518) 731-1750  
Fax: (518) 731-1765

**Coxsackie**

**Elementary School**  
24 Sunset Boulevard  
Coxsackie, NY 12051  
Phone: (518) 731-1770  
Fax: (518) 731-1785

[www.cacsd.org](http://www.cacsd.org)

April 29, 2021

Mr. Stephen Gratto, Superintendent  
Schroon Lake Central School District  
1125 U.S. 9  
Schroon Lake, NY 12870

Dear Mr. Gratto,

Attached you will find the 2021-2022 inter-municipal agreement for our labor relations services. I hope you have found our services meeting your needs and I am always available to discuss this service with you. Best of luck on your budget votes and for a safe end of the school year.

Sincerely,

Randy Squier  
Superintendent of Schools



## **INTERMUNICIPAL AGREEMENT**

This Intermunicipal Agreement ("Agreement") is effective from July 1, 2021, through June 30, 2022, by and between the Coxsackie-Athens Central School District (herein "Coxsackie-Athens"), with a principal place of business at 24 Sunset Boulevard, Coxsackie, NY 12051 and the Schroon Lake Central School District (herein "Neighbor School District"), with a principal place of business at 1125 U.S. 9, Schroon Lake, New York 12870. Coxsackie-Athens and Neighbor School District are each sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**1. Labor Relations Service.** Coxsackie-Athens agrees to allow two of its employees, Labor Relations Specialists Robert D. Zordan and Kevin H. Harren, to provide services related to labor relations to Neighbor District, for the period July 1, 2021, through June 30, 2022. The scope of the services provided include representation, consultation and support through mail, email, telephone, and limited onsite visits concerning the issues described in Appendix A. It is agreed that this support will be provided on an as-needed basis at the request of the Neighbor District, and it is both anticipated and recognized that the services may be requested and provided on an irregular basis throughout the term of this Agreement. Coxsackie commits to providing the requested services in a timely manner.

**2. Payment.** For the term of this Agreement, Neighbor School District shall pay Coxsackie-Athens for the agreed-upon services as provided in Appendix B. Robert Zordan and Kevin Harren shall at all times be employees of Coxsackie-Athens, and not of Neighbor District. Fees for services provided shall be billed in equal monthly installments and payable in full within thirty (30) days of the date of the invoice. In the event this Agreement is terminated by either Party, services delivered shall be billed on a prorated basis, and all unpaid invoices shall be immediately due and payable without discount.

**3. Termination.** This Agreement may be terminated with 30 days' notice by either Party in accordance with the notice provisions of Section 11 hereunder, at either Party's sole discretion.

**4. Insurance.** Coxsackie-Athens, at its own cost and expense, shall maintain general liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with such insurance coverage to be with a company or companies and under contracts deemed reasonably acceptable by Neighbor District. Coxsackie-Athens agrees to name Neighbor District on its general liability insurance, with endorsements, and provide proof of the additional insured coverage on a primary and noncontributory basis at the time of execution of this Agreement. Failure to abide by the provisions of this Section shall be a material breach of this Agreement.

**5. Indemnification, Limitation of Liability, and NO WARRANTY.** To the fullest extent permitted by law, Neighbor School District agrees to indemnify, release, defend and

hold harmless Coxsackie-Athens, its employees, volunteers, Board of Education, and their respective advisors, consultants, attorneys, and agents (each, an "indemnified person") from and against any and all claims, actions, proceedings, costs, charges, losses, damages, and expenses, including reasonable attorney's fees arising from, or in any way connected to, this Agreement, or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto, and to reimburse each indemnified person upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final and non-appealable judgment of a court of competent jurisdiction to arise directly and solely from the willful misconduct or gross negligence of such indemnified person. This section shall survive and continue in full force and effect in accordance with its terms notwithstanding the termination of this Agreement. In no event shall Coxsackie-Athens, its employees, volunteers, Board of Education, and their respective advisors, consultants, attorneys, and agents be liable in contract, tort, strict liability, warranty or otherwise, for any special, punitive, exemplary, incidental or consequential damages. In addition, the Parties have discussed the risks and rewards associated with this Agreement, and the Parties agree to allocate certain of the risks so that, to the fullest extent permitted by law, Coxsackie-Athens' total aggregate uninsured liability to Neighbor School District shall be limited to Ten-Thousand and 00/100 (\$10,000.00) Dollars for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Coxsackie-Athens' negligence, errors, omissions, strict liability, or breach of contract. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. COXSACKIE-ATHENS DOES NOT WARRANT THE OPERATION OF ITS OFFERINGS WILL BE UNINTERRUPTED OR ERROR FREE. NEIGHBOR SCHOOL DISTRICT BEARS THE ENTIRE RISK AS TO THE RESULTS, QUALITY AND PERFORMANCE OF THE SERVICE SHOULD THE SERVICE PROVE DEFECTIVE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COXSACKIE-ATHENS, INCLUDING BUT NOT LIMITED TO ANY APPENDIX ATTACHED HERETO, SHALL CREATE A WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

**6. Severability of Agreement.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or any part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or any part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision

shall be replaced, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

**7. Governing Law.** This Agreement shall be governed exclusively by the laws of the State of New York.

**8. Entire Agreement.** This Agreement and any Appendix referred to herein constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No Party has been induced to enter into this Agreement by, nor is any Party relying on any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

**9. Amendment and Modification.** This Agreement may be amended or modified only by written agreement of the Parties, executed with the same formality as this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all Parties.

**10. Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of the Parties. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and any assignment in violation of this provision shall be null and void.

**11. Notices.** All notices, requests, demands and other communications hereunder shall be in writing. Any notice, request, demand, claim or communication hereunder shall only be deemed duly given: (i) when delivered personally to the recipient or (ii) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, to the intended recipient as set forth below:

Coxsackie-Athens:	Coxsackie-Athens Central School District 24 Sunset Boulevard Coxsackie NY 12051 Attn: Randall Squier, Superintendent
Neighbor School District:	Schroon Lake Central School District 1125 U.S. 9 Schroon Lake NY 12870 Attn: Stephen Gratto, Superintendent

**12. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

**13. Ambiguities.** Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

**14. Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**15. Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

**16. Necessary Acts, Further Assurances.** The Parties shall at their own cost and expense promptly execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**17. No Third Party Beneficiaries.** This Agreement is not intended, and shall not be construed to create any rights in any parties other than Coxsackie-Athens and Neighbor School District, and no person shall assert any rights as third-party beneficiary hereunder.

**18. Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**19. Authority to Execute.** Each person executing this Agreement on behalf of a Party hereto represents and warrants that he or she is duly authorized and has legal capacity to execute the Agreement on behalf of such Party. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**20. Workers' Compensation.** Throughout the term of this Agreement or any extensions thereto Robert Zordan and Kevin Harren shall be covered employees under Cossackie-Athens' workers' compensation insurance policy.

**FOR COXSACKIE-ATHENS CENTRAL  
SCHOOL DISTRICT**

**FOR SCHROON LAKE CENTRAL  
SCHOOL DISTRICT**

\_\_\_\_\_  
Randall Squier, Superintendent

  
\_\_\_\_\_  
Stephen Gratto, Superintendent

\_\_\_\_\_  
\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
\_\_\_\_\_  
President, Board of Education

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021

**APPENDIX A:**  
**SCOPE OF WORK**

In consideration of the fee paid by Neighbor District in accord with Appendix B, Cossackie-Athens will provide labor relations specialist(s) to provide representation, consultation and support through mail, email, telephone, and limited onsite visits concerning the following issues:

- a. Preparation for and at-the-table representation of Neighbor District in collective negotiations with the union(s) representing its employees.
  
- b. Administration of collective bargaining agreements, including consultation, investigation and representation of Neighbor District concerning contractual grievances, up to and including arbitration of disputes.
  
- c. Investigation of alleged employee misconduct and provision of advice concerning Neighbor District's appropriate response thereto. Included in

the service is representation of Neighbor District in disciplinary proceedings under *Civil Service Law* §75 or alternate contractual proceedings. In cases involving tenured professional educators, the service does not include the preparation of *Education Law* §3020-a charges or the prosecution thereof, but does include the provision of reasonable requested assistance to the attorney prosecuting such matter on behalf of Neighbor District.

d. Representation of Neighbor District in representation and improper labor practice proceedings before the New York State Public Employment Relations Board.

e. Representation of Neighbor District in appeals to the Commissioner of Education brought pursuant to *Education Law* §310 that involve issues of the assignment and/or employment of individuals in the unclassified service holding teaching or educational leadership certificates.

f. Compliance assistance with statutes and regulations related to employment and labor relations issues, including research and information pertaining thereto. Specifically excluded from this coverage is representation of Neighbor District in any administrative or judicial forum to which a complaint or charge may be lodged against Neighbor District.

g. Provision of occasional requested on-site training of employees of Neighbor District in areas of effective management and human resources.

Coxsackie-Athens may, at its sole option, offer to provide to Neighbor District certain additional services to be provided by its labor relations specialists, including but not limited to the following. If such services are desired by Neighbor District, the scope of the particular service, and the agreed-upon compensation for such service, shall be established by a written communication between the parties prior to the provision of the service. The parties agree that such services may be provided on either an hourly rate or per-job basis as determined by the superintendents of the parties.

a. Investigations occasioned by complaints of harassment and/or discrimination under the policies of Neighbor District

b. Student discipline hearings pursuant to *Education Law* §3214.

**APPENDIX B:**  
**FEE STRUCTURE**

The annual fee of \$10,000 shall be invoiced on a monthly basis as set forth in paragraph 2 of this Agreement.