# SCHROON LAKE CENTRAL SCHOOL BOARD OF EDUCATION MEETING AGENDA THURSDAY, JUNE 22, 2023 7:00 PM SCHOOL LIBRARY

I. II. III.	Call to order Pledge of Allegiance Approval of the Minutes of the Board Meeting
	A. May 16, 2023 Budget Results B. May 18, 2023 Regular Meeting
	Public Participation
	Financial Reports  A. Approval of Warrant #11  B. Treasurer's Report/Budget Status  C. Extra-Curricular Report  D. Tax assessment reimbursement
IV.	A. Educational Highlight -Family & Consumer Science B. Spanish Trip- Carey C. Recognize Retirees D. Organizational Date July 6, 2023 E. Teacher Training Institute F. Summer Curriculum Projects G. Principals Report
VII.	Board Discussion and Action Items  A. CSE/CPSE/504 Recommandations  B. Appoint Extra Curricular 2023-2024  C. Appoint summer school aides, drivers & cafeteria staff  D Tuition Paying Students 2023-2024  E. Approve Girvin & Ferlazzo retainer Agreement 2023-2024  F. Approve Cooperative Purchasing Agreement  G. Approve Special Education School Age Summer School  H. Approve Adult Education Sponsorship Agreement  I. Appoint Interim Superintendent  J. Appoint Mentor  K. Approve Principal Salary  L. Approve shared service with Long Lake
VII	M. Approve Cross Contract for BOCES services

Executive Session (if needed and called)

IX.

X.

Adjournment

DRAFF

### SCHROON LAKE CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION May 16, 2023

BOARD MEMBERS PRESENT:

OTHERS PRESENT:

Bruce Murdock Susan Repko Jared Whitley Supt. Brooks Sharon Smith
Danielle Fosella Fran Mahler
Lee Silvernail Pricilla Gould

BOARD CLERK Lisa DeZalia

Lisa DeZaiia

MEETING TO ORDER President Bruce Murdock called the meeting to order at 8:40 pm

BOE ACCEPT RESULTS A motion was made by Susan Repko, second by Jared Whitley to

accept the results of the Budget /Vote as follows:

Budget- Yes- 232

No- 92

All Board members voted Yes- 3 No-0 motion carried

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

Bus- Yes-236 No-88

All Board members voted Yes-3 No-0 motion carried

A motion was made by Bruce Murdock, second by Susan Repko to Accept the results of the Board Seat as follows:

Jared Whitley – 265 Brooke Clark- 1

David Morgan -

Albert May 1

Mark LePlante

Stephen Gratto

Craig Maisonville 1 Sharon Smith 3

All Board members voted Yes- 3 No-0 motion carried

ADJOURNMENT A motion was made by Susan Repko, second by Bruce Murdock

to adjourn at 8:42 pm.

All Board members voted Yes -3 No-0 motion Carried

District Clerk		

DRAFF

# SCHROON LAKE CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION REGULAR MEETING

Library May 18, 2023 @ 7:00 PM

BOARD MEMBERS PRESENT:

OTHERS PRESENT:

Bruce Murdock

Supt. Brooks Danielle Fosella Kemm Pemrick

Valerie LeBlanc Codie Aiken Danielle Fosella Melissa Whitley Matt Curren Lee Silvernail

Susan Repko Jared Whitley Darren Tyrrell

Karla Tyrrell

BOARD CLERK

Lisa DeZalia

MEETING TO ORDER President Jared Whitley called the meeting to order at 7:00 pm

Those present pledged allegiance to the flag.

PREVIOUS MINUTES

A motion was made by Bruce Murdock, second by Susan Repko

to approve the minutes of April 27, 2023 Special Meeting as presented

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

**PREVIOUS** 

**MINUTES** 

A motion was made by Susan Repko, second by Bruce Murdock

to approve the minutes of April 27, 2023 Regular Meeting as presented

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

**PREVIOUS** 

**MINUTES** 

A motion was made by Bruce Murdock, second by Codie Aiken

to approve the minutes of May 3, 2023 as presented

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

**PUBLIC** 

The were no concerns at this time

**PARTICIPATION** 

CERTIFICATION OF WARRANT

A motion was made by Susan Repko, second by Codie Aiken

to approve Warrant #10 dated 5/14/23 as presented.

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

TREASURER'S

REPORT

A motion was made by Bruce Murdock, second by Codie Aiken

to accept the Treasurer's Report for dated 5/14/23 as

presented.

All Board Members voted Yes-5 No- 0 motion carried.



EXTRA CURRICULAR REPORT A motion was made by Susan Repko, second by Bruce Murdock to accept the Extra Curricular Report dated 04/30/23. All Board members voted Yes-5 No-0 motion carried.

# EDUCATIONAL HIGHLIGHT

Mr. Silvernail gave a power point presentation on the Middle School retreat scheduled for June 15, 2023 and June 16, 2023 Students will have the opportunity to choose their adventure. An assembly will be held to explain the different trips and expectations. Trips include the Revolutionary Rail, Adirondack Extreme, Ausable Chasm, Schroon Lake River Paddle Challenge and an overnight camping trip.

The Organizational meeting has been set for July 6, 2023

Dr. Brooks congratulated Mr. Whitley on his successful run for the Board. He is grateful for the voter turnout and thanked Mrs. Fosella for her hard work on the Budget. He also thanked the Videography class for the video that they created. He had great feedback on the information that was sent to the public. Mr. Murdock also recieved many compliments

The summer school agenda was reviewed. Summer school will take place From July 10- August 3<sup>rd</sup> Monday through Thursday.

### RURAL SCHOOLS

Whereas the Schroon Lake Central School District Board of Education had participated in the <u>Essex County School Boards' Association</u> when that association was active, the Schroon Lake Central School District Board of Education shall cast a vote in determining how the funds being held by the now inactive association are to be distributed and the subsequent dissolution of the organization known as the Essex County School Boards' Association.

The Schroon Lake Central School District Board of Education, meeting on May 18, 2023 casts one vote for each proposal as follows:

### Proposal # 1 Dissolution

Shall the official entity known as the <u>Essex County School Boards' Association</u> be disbanded beginning with the 2023-24 school year?

#### **Proposal # 2 Distribution of Funds**

Should the funds held by the Essex County School Board Association be withdrawn and distributed by the current treasurer, (Laurie Cossey, Business Administrator, Ticonderoga CSD) on behalf of the participating districts for the purpose of paying their annual membership to Rural Schools' Association for the 2023-24 school year? With the remaining funds shall be expended to support the Essex County Senior Academic Awards ceremony to be held June 2023.

All Board members voted Yes -5 No -0 Abstain

**PRINCIPALS REPORT** 

Mrs. Pemrick shared with the Board that they held a parent workshop in conjunction with the Prevention Team. They will be scheduling other Presentations for the next school year. They are working on a presentation to promote a positive school environment. It is the goal to create teams of staff and parents. The usage of BARK has been very beneficial. This tool helps filter inappropriate internet useage and notifies administration. A Community Day was discussed for grades 9-12. This would entail community service and a BBO at the end of the day. More details will be available soon.

CSE RECS A motion was made by Codie Aiken, second by Susan Repko to approve the CSE recommendations for #10768, 2907P, 10560, 10189,10496, 10440

APPROVED 10630, 10701, 10008, 10460, 2201, 10491, 201211, 10540, 10761, 20116, 40233, 40229, 40223,10052, 10741, 20112, 40249, 1078010718, 40173, 10507, 40200

40233, 40249, 10718, 40200

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

#### SPECIAL EDUCATION DIRECTOR RESIGNATION

Upon the recommendation of Superintendent Brooks, a motion was made by Bruce Murdock, second by Codie Aiken to regretfully accept the resignation of Linda Seber as Special Education Director as of June 23, 2023

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

### **BOE** Appoints Custodian positions

Upon the recommendation of Superintendent Brooks, a motion was made by Bruce Murdock, second by Susan Repko to appoint Darren Tyrrell as a 12 month custodian effective June 12, 2023. Mr. Tyrrell will be compensated \$20.00 per hour for the remainder of the school year. This position is based upon the clearance of NYSED fingerprints.

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

Upon the recommendation of Superintendent Brooks, a motion was made by Bruce Murdock second by Codie Aiken to appoint Kyle Taylor as a 12 month custodian effective May 19, 2023 Mr. Taylor will be compensated \$17.00 per hour for the remainder of the school year. This position is based upon the clearance of NYSED fingerprints.

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

#### **Summer School Appointments**

Upon the recommendation of Supt. Brooks, a motion was made by Bruce Murdock, second by Susan Repko to appoint the following teachers for the 2023 summer school program Beth Root, Kat Otruba, Laura Corey, Jeff Cutting, Melissa Whitley, Suzanne Hurtado and Danielle Rooker. Summer school assignments will be compensated \$43.00 per hour

All Board members voted Yes- 5 No- 0 Abstain -1 (Jared Whitley) motion carried

#### **Bus Driver Resignation**

Upon the recommendation of Supt. Brooks, a motion was made by Bruce Murdock, second by Susan Repko to regretfully accept the resignation of Dottie Schwarz as bus driver effective June 28, 2024. Mrs. Schwarz will remain on the substitute driver list and the bus monitor substitute list as requested. The district thanks her for her service to the staff and students at SLCS. All Board members voted Yes- 5 No- 0 motion carried

#### **BOE** approves Soccer Merger for 2023

Upon the recommendation of Supt. Brooks a motion was made by Valerie LeBlanc, second by Codie Aiken to approve the soccer merger with Newcomb for the 2023 season. The merger will include Girls and Boys varsity as well as Girls and Boys modified.

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

#### **BOE ACCEPTS DONATION**

Upon the recommendation of Supt. Brooks a motion was made by Bruce Murdock, second by Susan Repko to accept a donation from Higgins Adventure Group in the amount of \$250.00 The donation may be used at the discretion of the Superintendent.

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

#### **BOE APPPOINTS SUBSTITUTE**

Upon the recommendation of Supt. Brooks, a motion was made by Bruce Murdock, second by Susan Repko to appoint Colton Peet as a building sub for the remainder of the 2022-2023 school year. Mr. Peet will be compensated \$120.00 per day

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

BOE

A motion was made by Bruce Murdock, second by Susan Repko to

**APPROVES** 

approve the OT, PT and Visual Therapist contracts as presented for the

CONTRACTS

2023-2024 school year.

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

EXECUTIVE

A motion was made by Bruce Murdock, second by Susan Repko

SESSION

to go into executive session at 7:50 PM for the medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or

removal of a particular person.

All Board members Voted Yes- 5 No-0 Motion carried

EXECUTIVE SESSION

A motion was made by Codie Aiken, second by Susan Repko

to move out of executive session at 8:30 pm.

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

#### **BOE APPOINTS BUSINESS MANAGER/TREASURER**

Upon the recommendation of Superintendent Brooks, a motion was made by Bruce Murdock, second by Susan Repko to appoint Matthew Curren to the position of Business manager/Treasurer effective July 1, 2023. Mr. Curren will be compensated \$85,000 for the 2023-2024 school year.

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

ADJOURNMENT A motion was made by Bruce Murdock, second by Susan Repko to adjourn at 8:30 pm.

All Board members voted Yes – 5 No-0 Motion Carried

District Clerk	

# STATE OF NEW YORK ESSEX COUNTY



I, Chelsea M. Merrihew, Acting Clerk of the County of Essex of the County Court of said County and of the Supreme Court, both being courts of Record having a common seal, DO HEREBY CERTIFY that I have compared this copy with the original

DESCRIPTION: CONSENT ORDER & SETTLEMENT STIPULATION

DATE:

05/19/2023

CASE#

CV22-0270

filed, recorded, or entered in this office and that the same is a correct transcript thereof and of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts on

Date: 05/19/2023

Chelsea M. Merrihew

Acting Essex County Clerk

STATE OF NEW YORK SUPREME COURT

COUNTY OF ESSEX

In the Matter of the Application of

STEVEN GOSSELIN.

Petitioner.

CONSENT ORDER
AND SETTLEMENT
STIPULATION

-against-

Index No.: CV22-0270 Hon. Glen T. Bruening

BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF SCHROON, ASSESSOR OF THE TOWN OF SCHROON,

Respondents.

WHEREAS, the Petitioner, Steven Gosselin, having commenced a special proceeding pursuant to Article 7 of the Real Property Tax Law against Respondents to review the 2022 assessment placed upon property located at Whits End Way situated in the Town of Schroon, County of Essex, State of New York, having Tax Map Identification Number of 136.4-2-4.230; and

WHEREAS, the Petitioner being unrepresented and the Respondents being represented by MILLER, MANNIX, SCHACHNER & HAFNER, LLC, Jacquelyn P. White, Esq.; and

WHEREAS, Petitioner and Respondents desire to settle the above-captioned litigation; and

### IT IS THEREFORE STIPULATED, AGREED AND ORDERED AS FOLLOWS:

- 1. The 2022 Proceeding is discontinued.
- 2. The 2022 assessment on the 2022 assessment roll of the Town of Schroon and tax rolls which use the 2022 assessment rolls shall be corrected and reduced as follows:

Parcel	i .	Corrected Assessed Value	Amount of Reduction
136.4-2-4.230	\$269,800	\$175,000	\$94,800

- 3. The Schroon Lake Central School District (the "School District") shall refund any excess taxes paid on account of the school taxes based on the correction to the 2022 assessment of the parcel as set forth herein for the 2022 assessment roll that was used to generate the 2022-2023 School District taxes on the parcel and shall issue a corrected tax bill for the 2023-2024 School District taxes on the parcel.
- 4. The Town of Schroon shall refund any excess taxes paid on account of the Town. Town Highway, other Town taxes and special district charges based on the correction to the 2022 assessment of the parcel as set forth herein for the 2022 assessment roll used to generate the 2023 Town, Town Highway, other Town taxes and all special district charges on the parcel.
- The County of Essex (the "County") shall refund any excess taxes paid on account of the County, County Highway, other County taxes and special district charges based on the correction to the 2022 assessment of the parcel as set forth herein for the 2022 assessment roll that used to

generate the 2023 County, County Highway, other County taxes and special district charges on the parcel.

- 6. The provisions of Real Property Tax Law §727 shall be applicable to the 2022 corrected Assessed Value for the parcel as set forth above for the 2023, 2024 and 2025 assessment rolls.
- 7. The refunds, set forth above, shall be paid to Petitioner at 1 Cheryl Court,
  Ballston Spa, New York 12020, without interest or costs, provided any
- i such refund is made within ninety (90) days of the service of this

Stipulation and Order of Settlement with notice of entry thereof.

Dated: 04/25 - 2023

Steven Gosselin, Pro Se

Petitioner

MILLER, MANNIX, SCHACHNER & HAFNER, LLC

Dated: <u>May</u>, 202:

Jacquelyn P. White, Esq.

Attorneys for Respondents

SO ORDERED:

Dated: May 8, 2023 Saratoga Springs, My Hon. Glen T. Bruening

ESSEX COUNTY CLERK
2023 HAY 19 AM 9: 28

NMRDS1company1ClientstSCHROON (T)VASSESSMENT/GOSSELIN, STEVEN/Stipulation and Order.doc



### SCHROON LAKE CENTRAL

**Essex and Warren Counties** 

PAY TO: Schroon Lake Central School, Po Box 338, Schroon Lake, N.Y. 12870 (518) 532-7164

roperty and summary tax alance information for the elected parcel is shown to the ght. Exemptions are displayed s well if they exist for the roperty.

ou can view or hide tax bill detail nd any payments by clicking the ar near the bottom of the page.

the property appears in other ax years, you can quickly view he tax history for the property, ust select a tax year from the rop-down list at the top of the age.

o request a signed Tax certification, click the "Request igned Certificate" button at the ottom of the page.

le-enter search conditions

Last Updated: 11/12/22 12:20 pm 2022 School Tax ✔ For Tax Year: Owner: Tax Map # 136.4-2-4.230 Tax Bill # 001613 Gosselin Steven 1 Cheryl Ct Bank Code: Ballston Spa, NY 12020 School Code: 154601 Tax Roll: 1 Property Class: 314 Acreage: 1.47 Location: Whits End Way Liber: 2065 Frontage: SWIS: 154600 Schroon Page: 142 Depth: Full Value: 269.800 269,800 Assessment: 0.00 STAR Savings: Tax Amount: 1,961.75 Tax Paid: 1.961.75 0.00 Balance:

#### 🗵 (Hide Bill and Payment Details...)

Tax Descr	iption	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
School Tax		6,924,123	269,800	7.271142	1,961.75
Pmt Date	Payor		Check#	Tax Paid	Fees Paid
09/29/22	Steve	n Gosselin	3181	1,961.75	

Tax Balance does not include any accrued Late Fees
Payments shown may not include
payments made directly to the County

Late Fee Schedule | Tax Certification | Request Certification

### SCHROON LAKE CENTRAL

### 2022 School Tax Certification

For Fiscal Year Ending 06/30/23

Bill No. 001613

Page No. 1 of 1

MAKE CHECKS PAYABLE TO

SCHROON LAKE CENTRAL

**PO BOX 338** 

1125 US. ROUTE 9

SCHROON LAKE, N.Y. 12870

TO PAY IN PERSON

NO IN-PERSON PAYMENT PAY BY MAIL OR ONLINE ONLY

www.infotaxonline.com

PROPERTY ADDRESS & LEGAL DESCRIPTION

S/B/L 154600 136.4-2-4.230

Address: Whits End Way Town of: SCHROON

Property 123 Paradox Tract

School: 154601 - SCHROON LAKE Rural Vacant Lots (<10 Acres) Class:

Bank:

Descrip:

Acres: 1.47 Roll: 1

Steven Gosselin 1 Chervl Ct

Ballston Spa, NY 12020

**Total School Budget:** 

\$8.814,890

**Total District Tax Levy:** 

\$6,924,123

**Estimated State Aid:** 

\$1,270,330

**Property Taxpayer's Bill of Rights** 

Full Market Value as of July 1, 2021:

Total Assessed Value as of July 1, 2021:

\$269,800

\$269,800

The Uniform Percentage of Value used to establish assessments was:

100.00%

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a Complaint on Your Assessment". Please note that the period for filing complaints on the above assessment has passed. NYS Taxation and Finance School District Code 573

Exemption	Value Tax Pur	pose Full Value Est.	Please pay the amount indicated. If your bill should be paid by an escrow
			company please contact them to get in touch with us for payment
,			information or you may forward the bill to them.

PROPERTY TAXES **Taxing Purpose** 

School Tax

% Change from **Total Tax Levy** 

6,924,123

**Prior Year** 

2.3%

**Taxable Value or Units** 269.800.00

Rate per \$1000

or Per Unit

**Tax Amount** 

7.271142

1.961.75

**Payment Schedule** 

Payment Period Late Fee **Total Due Penalty** 09/01/22 - 09/30/22 1.961.75 10/01/22 - 10/31/22 39.24 2.000.99 11/01/22 - 11/04/22 58.85 2.020.60

**TOTAL TAXES DUE** 

\$1,961.75

Paid in Full

To whom it may concern:

This is to certify the following information which is contained in the official Real Property Tax Records of the SCHROON LAKE CENTRAL:

TAX AMOUNT:

**TAX PAID:** 

1,961.75

1,961.75

**TAX BALANCE DUE:** 

Paid In Full

136.4-2-4.230 Parcel 154600 Owner Gosselin Steven **Location Whits End Way** 

Paid On Pavor Tax Paid Fee Paid Check # 09/29/22 Steven Gosselin 3181 1.961.75

**Authorized Signature** 

# **Summer School Appointments**

Upon the recommendation of Supt. Brooks a motion was made by	, second
by to appoint the following support staff will be appointed for the 2023	summer
school program. Amanda Grey, Tonya DeVoe, Jill Horey, Tracy Whitty, Jim Belott,	Darrell
Clark and Justin Kirchberger. Summer school assignments will be compensated per	contract.
<del></del>	
All Board members voted Yes- No- motion carried	

# **Tuition Paying students 2023-2024- Continuing**

Layla Leavens	10	Ticonderoga
Kambyr Brady	7	North warren
Felisha Tuttle	12	North Warren
Rosalyn Fountain	9	Minerva

# **NEW Students 2022-2023**

Zoey Heath	4	North Warren
Gabriel Heath	6	North Warren
Clay Morin	9	Johnsburgh

# **Students of Employees**

AJ Masiello	10	North Warren
Cooper Hill	7	Minerva2622
Peyton Otruba	2	North Warren
Lachlan Livingston	PRE-K	

### **Graduated Students**

Barry Wilson	Queensbury
Ryan Haneman	Minerva
James Joseph	North Warren
Abigail Joseph	North Warren
Cian Bresnahan	Crown Point
Colin Bresnahan	Crown Point
Ava Storman	North Warren
Derrick Loiselle	Minerva
Emma Hanneman	Minerva
Elijah Yarosh	North Warren
Ethan Pepin	North Warren
Jacob Lyons	Fort Edward
Kaylee Frasier	North Warren
Kayli Hayden	Home school
McKayla Hill	Minerva
Allison Baker	North Warren
Corbin Baker	North Warren
Carniglia, Wyatt	Moriah



20 Corporate Woods Blvd. Albany, New York 12211 tel: 518 462 0300 fax: 518 462 5037 www.girvinlaw.com Kristine A. Lanchantin Shareholder kal@girvinlaw.com

June 5, 2023

Dr. Harry Brooks, Superintendent Schroon Lake CSD PO Box 338, North Main St Schroon Lake, NY 12870

RE: Fee Agreement for the 2023-24 School Year

Dear Superintendent Brooks:

Attached please find our retainer agreement for the 2023-2024 School Year.

Please review the Agreement, and if all is satisfactory, sign and return to our office at your earliest convenience. Thank you for allowing Girvin and Ferlazzo, P.C. the opportunity to assist your School District.

Very truly yours,

GIRVIN & FERLAZZO, P.C.

Kristine A. Lanchantin, Esq.

#### **School District Legal Counsel Agreement**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the SCHROON LAKE CENTRAL SCHOOL DISTRICT with its offices located at North Main Street, Schroon Lake, NY 12870 hereinafter referred to as the "DISTRICT," and GIRVIN & FERLAZZO P.C., with its offices located at 20 Corporate Woods Blvd, Albany, New York 12211, hereinafter referred to as the "FIRM".

The District hereby retains and employs the Firm as its general legal counsel to provide the District comprehensive legal advice and consultation regarding legal matters which might arise in the course of the District's operations and as requested by the District and as are more specifically set forth below.

- 1. The Firm will provide School District legal services for any school district matters including but not limited to labor relations and general education law services on an hourly fee basis for all legal services.
- 2. The Firm will coordinate to meet the District's needs. Such work may be required during particular hours, on particular days or in a particular location, in order to complete the assignment. The Firm will coordinate with the District to minimize the disruption to staff and students.
- 3. In consideration of the foregoing, the District hereby agrees to compensate the Firm as follows:
  - Services will be billed at the attorney hourly rate of \$195.00 and paralegal hourly rate of \$85.00 for all general labor and education law services except for special education, construction matters, litigation and hearings.
  - Legal services for special education, litigation and hearings will be billed at the litigation attorney hourly rate of \$215.00 and paralegal hourly rate of \$85.00. "Litigation" refers to matters under the jurisdiction of the state and federal courts and/or agencies. "Hearings" are defined as any proceeding in which witnesses will be called, sworn, examined, and cross examined before an independent finder of fact who will decide or recommend the outcome of the case.
  - Construction matters will be billed at \$220.00 per hour.
  - Other Billable/Reimbursable items:

Only significant costs or expenses which are incurred by the Firm on behalf of the District will be billed to the District. Such costs are large photocopying projects, large postage fees, stenographic reporters' fees, witness fees and court costs. Travel to the District or routine office costs such as local telephone costs, faxes, routine copies, etc. will not be billable to the District.

- 4. The Firm is an independent contractor and not an employee of the District. The Firm is not entitled to any benefit plan afforded to the employees of the District. The Firm is responsible for payment of taxes due for payments under this Agreement.
- 5. Payment pursuant to this Agreement is dependent upon the satisfactory completion of work, faithful compliance with the Agreement, acceptance of work by District, and periodic submission of invoice(s) describing work performed.
- 6. The Firm shall observe and require the observance by all its employees of all applicable Federal and New York State requirements relating to the confidentiality of records and information provided to the Firm by the District, including but not limited to, student records.
- 7. All records generated by the Firm as a result of rendering services under this agreement shall be the property of the District and maintained in District files. The firm may maintain duplicate records for its purpose consistent with confidentiality requirements.
- 8. The term of this Agreement shall be from July 1, 2023, through June 30, 2024. The District may, in its sole discretion, for any reason, terminate this Agreement earlier than June 30, 2024, upon thirty (30) days' written notice from the District to the Firm, subject only to payment of earned fees, including a pro rata determination of the paid retainer, and disbursements as of the date of termination. The Firm shall also have the right to terminate this Agreement upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SCHROON LAKE CENTRAL SCHOOL DISTRICT	GIRVIN & FERLAZZO, P.C.
Bv:	By: Juto O Such
Superintendent of Schools	Kristine A. Lanchantin, Esq.

20 Corporate Woods Blvd. Albany, New York 12211 tel: 518 462 0300 fax: 518 462 5037

www.girvinlaw.com

#### STATEMENT OF CLIENT'S RIGHTS

- 1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
- 2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
- 3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
- 4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with necessary information regarding arbitration in the event of a fee dispute, or upon your request.
- 5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes and other communications.
- 6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
- 7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
- 8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
- 9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
- 10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.



**Cooperative Purchasing** 

ESC Building 40 W Main Street PO Box 231 Canton, NY 13617 (315) 386-4504 ext 10127

E-mail: dbessette@sllboces.org

Board of Cooperative Educational Services

Thomas R. Burns
District Superintendent
Executive Officer

Darlene Bessette Supervisor of Purchasing Services

To:

Superintendents and Business Officials

From:

Darlene Bessette, Supervisor of Purchasing Services

Re:

Annual Board Resolution for Participation in Cooperative Purchasing

Date:

June 6, 2023

Enclosed you will find an updated copy of the Cooperative Purchasing Agreement and a suggested format for your annual Board Resolution approving participation in the Cooperative Purchasing Program by your district.

In order to assure proper compliance with regulations regarding our cooperative we ask that you include this resolution in your annual organizational meeting. Please forward a copy of this resolution to the Cooperative Purchasing Office where it will be kept on file for the approved year.

If you have any questions regarding this matter, please contact the Cooperative Purchasing Office.

Thank you for your attention to this matter and for your continued participation in our program.



**Cooperative Purchasing** 

ESC Building 40 W Main Street, PO Box 231 Canton, NY 13617 (315) 386-4504 ext 10127 Email: dbessette@sllboces.org

**Darlene Bessette** Supervisor of Purchasing Services

Board of Cooperative Educational Services

Thomas R. Burns
District Superintendent
Executive Officer

# St. Lawrence/Lewis BOCES Cooperative Purchasing Agreement

All school districts participating in the St. Lawrence/Lewis BOCES Cooperative Purchasing program through annual board resolution, agree to the following:

- 1.) To bid jointly any or all commodities on the attached list together with a number of public school districts comprising Clinton-Essex, Franklin-Essex, Jefferson-Lewis and St. Lawrence-Lewis BOCES in New York State.
- 2.) The school district will participate with other schools in the BOCES listed above in the joint bidding of any or all commodities on the attached list as authorized by General Municipal Law, Section 119-0.
- 3.) The school district agrees to appoint the St. Lawrence/Lewis BOCES Cooperative Purchasing Agent and related committees to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting results to the boards of education and making recommendations thereon.
- 4.) The Board of Education of the school district agrees to appoint the St. Lawrence/Lewis BOCES Cooperative Purchasing Agent and related committees to represent it in all matters related above.
- 5.) The Board of Education of the school district authorizes the above mentioned to represent it in all matters leading up to the entering into a contract for the purchase of any and /or all commodities on the attached list.
- 6.) The Board of Education agrees to assume its equitable share of the costs of cooperative bidding.
- 7.) The Board of Education agrees:
  - a.) To abide by majority decisions of the participating districts on quality standards;
  - b.) That unless all bids are rejected, it will award contracts according to the recommendations of the St. Lawrence/Lewis BOCES Cooperative Purchasing Agent and related committees.
  - c.) That after the award of contract(s) it will conduct all negotiations with the successful bidder(s).



Board of Cooperative Educational Services

Thomas R. Burns
District Superintendent
Executive Officer

# **Cooperative Purchasing**

ESC Building 40 W Main Street PO Box 231 Canton, NY 13617 315-386-4504 ext 10127

E-mail: dbessette@sllboces.org

**Darlene Bessette** Supervisor of Purchasing Services

### **Resolution of Board of Education**

Be it resolved that the	School District Board of Education agrees			
participate in the St. Lawrence	e/Lewis BOCES Cooperative P	urchasing Programs in accord	dance with the guidelines	
set forth in the "Cooperative I	Purchasing Agreement" for the	2023/2024 school year.		
	Certification of E	Board Clerk		
	20			
I,	, district clerk of the		Board of Education,	
hereby certify that the above r	esolution was adopted by the re	equired majority vote of the b	oard of education at its	
meeting held on the day	y of, 2023.			
		*		
	<u> </u>			
Date		Signature of District Cler	rk	



#### CENTRAL ADMINIST

www.cves.org PHONE: 518-561-0100

District Office Management Services Business Office Employee Services

FAX: 518-562-1471

FAX: 518-561-9382 FAX: 518-324-6612

#### **CVES MISSION**

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

To:

Chief School Officers

From:

District Superintendent

Date:

May 24, 2023

Re:

Special Education School-Age Summer School 2024 Reminder

Thank you for your cooperation and understanding pertaining to Special Education School-Age Summer School. The CEWW Board of Cooperative Educational Services passed the following resolution at their August 17, 2022 meeting which allows BOCES to provide Special Education School-Age Summer School for 2023:

WHEREAS, the stated vision of CEWW BOCES is to "meet the needs and expectations of our component schools, the communities and all learners who are affected by our services," and such vision is central to the desire of the Districts who wish to continue to have CEWW BOCES provide regional Special Education School-Age Summer School; and

WHEREAS, CEWW BOCES provides Special Education School-Age Summer School services in a cost-effective manner, due to the ability of CEWW BOCES to offer and provide services to multiple Districts which are able to share costs; and

WHEREAS, the CEWW BOCES has received written notification from the following school districts indicating their commitment to participate in the 2023 Special Education School-Age Summer School and to pay the actual costs of operating the 2023 summer program, notwithstanding State Education Department tuition rates: AuSable Valley, Beekmantown, Boquet Valley, Chazy Union Free, Crown Point, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh City, Saranac, Schroon Lake, Ticonderoga, Willsboro;

IT IS THEREFORE RESOLVED, that after diligently analyzing written notices provided by component Districts via Board Resolution, committing to pay the actual costs of operating the 2023 summer program, notwithstanding State Education Department tuition rates, the CEWW Board of Cooperative Educational Services authorizes the CEWW BOCES Special Education Director to provide 2023 Special Education School-Age Summer School.

The CEWW BOCES Board also passed the following resolution regarding Special Education School-Age Summer School for 2024. The resolution entails that "if component districts commit by Board resolution to pay the actual costs of operating the 2024 Summer Program, notwithstanding State Education Department tuition rates, as indicated by written notice from those Districts, no later than August 1, 2023; CEWW BOCES will diligently analyze its ability to provide services in summer 2024, based in part on the number of component participants and students".

WHEREAS, the stated vision of CEWW BOCES is to "meet the needs and expectations of our component schools, the communities and all learners who are affected by our services," and such vision is central to the desire of the Districts who wish to continue to have CEWW BOCES provide regional Special Education School-Age Summer School; and

WHEREAS, CEWW BOCES provides Special Education School-Age Summer School services in a cost-effective manner, due to the ability of CEWW BOCES to offer and provide services to multiple Districts which are able to share costs; and

IT IS THEREFORE RESOLVED, that if component Districts commit by Board Resolution to pay the actual costs of operating the 2024 summer program, not-withstanding State Education Department tuition rates, as indicated by written notice from those Districts, no later than August 1, 2023; CEWW BOCES will diligently analyze its ability to provide services in summer 2024, based in part, on the number of component participants and students; and

THEREFORE, BE IT FURTHER RESOLVED that if any provision of this RESOLUTION or any application of the RESOLUTION shall be found contrary to law, then such RESOLUTION or application shall not be deemed to be valid and subsisting, except to the extent permitted by law.

Please consider passing the *attached* resolution at your reorganizational meeting in July 2023 (or before) to participate in CEWW BOCES 2024 Special Education School-Age Summer School.

Thank you once again.

MCD:ks



#### CV-TEC DIVISION

Michele M. Friedman **Director of Career & Technical Education** 

friedman\_michele@cves.org

CV-TEC Plattsburgh Campus, (518) 561-0100 FAX (518) 561-0494 CV-TEC Learning Hub. (518) 561-0100 FAX (518) 942-3368 CV-TEC Mineville Campus, (518) 942-6691 FAX (518) 324-6620 CV-TEC OneWorkSource, (518) 561-0430 FAX (518) 324-3379

#### Champlain Valley Educational Services

CV-TEC Plattsburgh Campus - P.O. Box 455, Plattsburgh, NY 12901 CV-TEC Learning Hub - 1443 Military Turnpike, Plattsburgh, NY 12901 CV-TEC Mineville Campus - P.O. Box B. Mineville, MY 12956 CV-TEC OneWorkSource - 194 US Oval, Plattsburgh, NY 12903 www.cves.org

TO:

Michele M. Friedman, Director of Career & Technical Education

CV-TEC Division of CVES

June 8, 2023

FROM:

DATE:

RF:

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), 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/jlm



## CHAMPLAIN VALLEY EDUCATIONAL SERVICES (CVES)

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# 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 <u>Schroon Lake Central School District</u> and <u>Champlain Valley Educational Services</u>; 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 <u>2023-2024</u> 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 2023-2024 in Adult Education (CO-SER 103)) 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 Cen	tral School District
on,2023.	
Authorized Signature	Date
Accepted by the Champlain Valley Educational Services.	
Mark C. Davey, Ed.D.	Date
District Superintendent	
Michael St. Pierre	
CVES Board President	Date

# CHAMPLAIN VALLEY EDUCATIONAL SERVICES (CVES)

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Accepted by the Board of Education of Schroon Lake Celon	ntral School District
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

# Albany-Schoharie-Schenectady-Saratoga Counties Board of Cooperative Education Services CROSS CONTRACT FOR BOCES SERVICES

2022/2023 school year

Please note certain services require partic	rination in the hase se	rvice to be eligible for BC	CES aid		
• •	: Schroon Lake Central School District				
Address:	1125 US Rt 9				
	Schroon Lake, NY	′ 12870			
Name of Service Requested:	Cisco IP Phone E	quipment	-		
Estimated Cost:	\$13,500.51	+ 5.75% admin	\$776.28	\$14,276.79	
BOCES Providing the Service:	Albany-Schoh	arie-Schenectady-Sa	ratoga	Counties	
Date		School Superintend	ent Signature		
F	orward to local BOCE	S District Superintendent			
Date  Local BOCES name and Address:	Lo	ocal BOCES District Supe	rintendent Sig	nature	
Local BOCES name and Address:	to District Superintenc	lent of BOCES providing	service	nature	
Local BOCES name and Address:	to District Superintenc	lent of BOCES providing	service	nature	
Local BOCES name and Address:	to District Superintend	lent of BOCES providing	service	nature	
Local BOCES name and Address:  Forward  Part III To be completed by BOCE	to District Superintend S District Superinter	lent of BOCES providing	service	nature	
Forward  Part III To be completed by BOCE  rvice Title: Cisco IP Phone Equipment	to District Superintences S District Superinter ent \$14,276.79 Education policy, a 5.7	lent of BOCES providing ndent providing the ser A 75% administrative asses	service vice COSER #		
Forward  Part III To be completed by BOCE  rvice Title: Cisco IP Phone Equipme  Estimated Charge:  In accordance with Board of	to District Superintences S District Superinter ent \$14,276.79  Education policy, a 5.7 OCES and their comp	lent of BOCES providing ndent providing the ser A 75% administrative asses	service vice COSER # ctivity Code sment will be o	charged for all	
Forward Part III To be completed by BOCE rvice Title: Cisco IP Phone Equipme Estimated Charge: In accordance with Board of services furnished to other Bo	to District Superintences S District Superinter ent \$14,276.79  Education policy, a 5.7 OCES and their comp	lent of BOCES providing ident providing the ser A 75% administrative assesonent districts.	service vice COSER # ctivity Code sment will be o	charged for all	



### Northeastern Regional Information Center 900 Watervliet-Shaker Road **Albany, NY 12205**

1	-	<b>)</b>	N	E	KI	

Schroon Lake CSD To:

> Dr. Harry Brooks 518-532-7164

hbrooks@slwildcats.org

From: David Warnken - Managing Program Coordinator I

> david.warnken@neric.org 900 Watervliet-Shaker Road Albany, New York 12205 Phone: (518) 862-5375

DATE:

6/13/23

Quote #:

012263

**Delivery Information:** 

NERIC

900 Watervliet Shaker Road

Albany, NY 12077

Attn: Dave Warnken

In accordance with Capital Region BOCES Board of Education policy, a 5.75% administrative assessment will be charged for all services furnished to non-Capital Region BOCES component school districts.

If you are in agreement with what is detailed in this quote, please have your superintendent, business official or whomever else is authorized to approve this expenditure, return this signed proposal to me at the above address.

Coser/Billing		•				Total		NERIC Internal
Code	Service/Description Costs in 2022-2023	Part Number	Vendor/Quote Number	Unit	Price	Units	Amount	<b>Object Code</b>
623.000.050	Cisco UC Phone 7841	CP-7841-K9=	12263	\$	205.02	40	\$ 8,200.80	200
623.000.050	Cisco IP Phone 8851	CP-8851-K9=	12263	\$	342.50	13	\$ 4,452.50	200
623.000.050	8800 Series Audio KEM, 28 Button	CP-8800-A-KEM=	12263	\$	327.96	1	\$ 327.96	200
							\$ -	
			Subtotal				\$ 12,981.26	
623.000.270			NERIC Service Fee		4.0%		\$ 519.25	
			Total Cost				\$ 13,500.51	
			Administrative Assessment Fee		5.75%		\$ 776.28	

Name:	Signature:
Title:	Date:

I hereby affirm that the district has sufficient funds within their budget for this purchase.