

**Northern Adirondack Central School District**  
**Ellenburg, NY**  
**Minutes of the Regular Meeting of the Board of Education**  
**April 21, 2016 – 6:00 PM – District Office Conference Room**

**MEMBERS PRESENT:**

Paul Gilmore  
Mark DeCoste  
Sarah Lawrence  
Michael LaBombard  
Walter Trombley  
Phalon Miner

**ABSENT EXCUSED:** Jon Rebideau

Mr. Gilmore, President, called the meeting to order at 6:02 PM and led the Pledge of Allegiance.

Six Board of Education members were present for this evening's meeting.

A motion was made by Mr. DeCoste seconded by Mr. Miner, and passed unanimously to go into Executive Session, at 6:02 PM. The purpose of this meeting is to discuss a matter of collective negotiations pursuant to article 14 of civil service law (the Taylor Law).

All Board Members present voted yes – motion carried.

A motion was made by Mr. Trombley seconded by, Mr. DeCoste and passed unanimously to come out of Executive Session, at 6:35 PM.

All Board Members present voted yes – motion carried.

A motion was made by Mr. Miner, seconded by Mr. LaBombard to accept the meeting minutes from the previous meeting:

- March 21, 2016 –Regular Meeting
- March 21, 2016 Budget Work Session
- April 7, 2016 Special Board Meeting

Five Board Members present voted yes – Paul Gilmore – abstained – on all three, Sarah Lawrence abstained on the April 7, 2016 meeting - motion carried.

Ms. Michele Friedman Director of Career & Technical Education and Mark Davey, BOCES District Superintendent gave an overview of the Daytime Career & Technical Education Programs that are offered at CV-TEC. There are now 24 programs being offered. They also gave an overview of the inter- company cross contract services offered to the schools in the district.

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The Superintendent's Report included an overview of end of year activities and she is hoping everyone will be able to attend as many as they can.

A motion was made by Ms. Lawrence, and seconded by Mr. Miner, to accept the Schedules of Expenditures (Warrants) as presented.

All Board Members present voted yes – motion carried.

A motion was made by Mr. Trombley and seconded by Mr. LaBombard, to accept the Treasurer's Report and Budget Status Report.

All Board Members present voted yes – motion carried.

A motion was made by Mr. LaBombard, and seconded by Ms. Lawrence, to accept the CSE recommendations.

All Board Members present voted yes – motion carried.

The Board reviewed the Food Service Report. There were no updates.

The Board reviewed the Custodial – Maintenance report. There were no updates.

The Board reviewed the Student Association Report and Bank Reconciliation. There were no updates.

The Board opened the meeting for public comment. There were no comments.

There will be a Budget Hearing at 5:30 PM on Monday, May 9, 2016 with the regular Board of Education Meeting following at 6:00 PM.

A motion was made by Mr. DeCoste, and seconded by Mr. LaBombard, to adopt the proposed 2016-2017 Budget in the amount of \$21,061,514.

All Board Members present voted yes – motion carried.

A motion was made by Mr. Miner, and seconded by Mr. Trombley, to approve the Administrative Budget of the (CVES) C-E-W-W Boces for the 2016-2017 school year.

All Board Members present voted yes – motion carried.

A motion was made by Mr. DeCoste and seconded by Mr. LaBombard, to approve the election of the C-E-W-W Boces (CVES) Board Members. (See attached).

All Board Members present voted yes – motion carried.

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A motion was made by Mr. Miner, seconded by Mr. Trombley to approve the Board of Education 2016-2017 meeting dates as follows:

Tuesday, July 5, 2016	Monday, January 23, 2017
Monday, August 15, 2016	Monday, February 27, 2017
Monday, September 19, 2016	Monday, March 20, 2017
Monday, October 17, 2016	Thursday, April 20, 2017 (BOCES Vote)
Monday, November 21, 2016	Monday, May 8, 2017 (Budget Hearing)
Monday, December 19, 2016	Monday, June 19, 2017

A motion was made by Mr. LaBombard, and seconded by Ms. Lawrence, to Approve the Resolution for the Amended and Restated Municipal Cooperation Agreement . (See attached).

All Board Members present voted yes – motion carried.

A motion was made by Mr. Trombley, and seconded by Mr. DeCoste, to approve the Smart Schools Investment Plan. (SSIP).

All Board Members present voted yes – motion carried.

A motion was made by Mr. Miner, and seconded by Mr. LaBombard, to approve Land Use Permit between Northern Adirondack CSD and the Research Foundation for The State University of New York, regarding the placement of a NYS Mesonet Weather Station on District land. (See Attached).

Five Board Members present voted yes – Mark DeCosted opposed - motion carried.

A motion was made by Mr. Miner, and seconded by Mr. Trombley to table the revised Interscholastic Athletic Policy 5280 till our next meeting.

All Board Members present voted yes – motion carried.

A motion was made by Mr. LaBombard, and seconded by Ms. Lawrence to approve the revised NAC Wellness Policy 5405.

All Board Members present voted yes – motion carried.

A motion was made by Mr. DeCoste, and seconded by Mr. LaBombard, to approve the following Personnel Appointments:

Employee	Position	Department	Effective Date	Pay Rate	Comments
A. Geneva Barnaby	Spanish Teacher	MS/HS	June 30, 2016	N/A	Resignation
B. Mary Brassard	Budget Vote Coordinator	District	April 22, 2016	\$105.00	Replacing Betty Miller



Employee	Position	Department	Effective Date	Pay Rate	Comments
A. Sean Hayes	Substitute Teacher	District	April 22, 2016	\$80/day	Pending fingerprint clearance
B. Mary Jane Perry	TOC Student/Teacher Aide	District	April 22, 2016	\$9.00/hr.	Pending fingerprint clearance
C. Joshua Powers	Assistant Boys Varsity Baseball Coach	Phys Ed.	April 15, 2016	N/A	
D. Rita Santamore	Substitute Nurse	District	April 22, 2016	\$12.00/hr.	Pending fingerprint clearance

The Board opened the meeting for public comment. Mr. Harriman Sr. thanked the Board for passing the CVES Budget.

The Board President stated that a second Executive Session was not necessary.

A motion was made by Ms. Lawrence, and seconded by Mr. DeCoste to adjourn the meeting at 7:25 PM.

All Board Members present voted yes – motion carried.

Helen Yelle, District Clerk  
 N.A.C.S. Board of Education



**Champlain Valley Educational Services  
Board of Cooperative Educational Services  
Sole Supervisory District of Clinton-Essex-Warren-Washington Counties**

**BALLOT FOR ELECTION TO THE BOARD OF  
COOPERATIVE EDUCATIONAL SERVICES**

There are five vacancies on the Board of Cooperative Educational Services to be filled at the annual election to be held on April 21, 2016. The Board of Education of each component school district, by resolution, may cast one vote for each vacancy to be filled, provided that no more than one vote may be cast for any candidate. No more than one person residing in a particular component school district may be elected to serve on the Board of Cooperative Educational Services at one time, except as provided in Education Law 1950 (2-a). The district clerk, or other officer authorized to certify that a Board resolution has been adopted, shall complete the ballot by placing an "X" next to the name of each candidate for whom a vote has been cast, and by completing the attached certification. Candidates are listed in alphabetical order with their address and school district of residence.

**A Board of Education may vote for up to five (5) of the following:**

1. Name: Richard Harriman, Sr.   
Address: 748 State Route 189  
Churubusco, NY 12923  
School District of Residence – Northern Adirondack
  
2. Name: Donna LaRocque   
Address: 17 Birchwood Drive  
Peru, NY 12972  
School District of Residence – Peru
  
3. Name: Richard Malaney   
Address: Hutton Square  
Putnam Station, NY 12861  
School District of Residence – Putnam
  
4. Name: Lori Saunders   
Address: 1182 General Leroy Manor Road  
Cadyville, NY 12918  
School District of Residence – Saranac
  
5. Name: Michael St. Pierre   
Address: 644 Lake Road  
Crown Point, NY 12928  
School District of Residence – Crown Point



**RESOLUTION OF BOARD OF EDUCATION FOR  
NORTHERN ADIRONDACK CENTRAL SCHOOL DISTRICT**

WHEREAS, the Northern Adirondack Central School District (the “*District*”) has been approached by the Research Foundation for The State University of New York, a not-for-profit educational corporation (“*SUNY*”) regarding the possibility of SUNY installing a weather station on lands owned by the District in connection with the state-wide effort to improve forecasting/modeling of weather patterns across New York State; and

WHEREAS, the Board of Education of the District (the “*Board*”) has determined that the implementation of weather station on lands owned by the District is in the best educational interests of the District; and

WHEREAS, the District desires to work with SUNY to install and operate a weather station on a site owned by the District, as well as to take any and all steps necessary and required by the New York State Educational Law to permit the District to have such a system installed on its property.

**NOW, THEREFORE BE IT RESOLVED** by the Board that:

1. The Board finds that the installation of a weather station at the District is in the best educational interest of the District.
2. The Board hereby authorizes the District to: (i) work with SUNY to install and operate the a weather station on District owned property; and (ii) to take any and all steps necessary and required by the New York State Educational Law to enter into any such agreements, including but not limited to land use permit agreements to facilitate the implementation of a weather station.
3. The Superintendent, and/or members of the Board, as appropriate or as otherwise required by law, are hereby authorized, empowered and directed to execute and deliver such documents and take all such action on behalf of the District as may be deemed necessary, appropriate or advisable to carry out the intent or purposes of the foregoing resolutions.
4. The execution, delivery and performance by the Superintendent of Schools, and/or the member of the Board, as appropriate or as otherwise required by law, for and on behalf of the District, of all such further instruments and documents required in connection with use of the Property, each in form and substance approved by the Superintendent, and/or the members of the Board, as appropriate or as otherwise required by law, his or her signature thereon being conclusive evidence of such approval, are hereby in all respects approved, adopted and authorized by and on behalf of the District.
5. The foregoing resolutions shall remain in full force and effect until a copy of a subsequent resolution revoking or amending them, duly certified by the proper officers of the Board, shall be made by the Board.



6. This resolution shall be effective immediately.

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Aye \_\_\_ Nay \_\_\_ Absent \_\_\_

April \_\_, 2014

Ellenburg Depot, New York

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**AMENDED AND RESTATED  
MUNICIPAL COOPERATION AGREEMENT**

AuSable Valley Central School District	Peru Central School District
Beekmantown Central School District	Plattsburgh City School District
Chazy Central Rural School District	Saranac Central School District
Crown Point Central School District	Schroon Lake Central School District
Elizabethtown-Lewis Central School District	Ticonderoga Central School District
Keene Central School District	Westport Central School District
Moriah Central School District	Willsboro Central School District
Northeastern Clinton Central School District	Clinton-Essex-Warren-Washington
Northern Adirondack Central School District	Board of Cooperative Education Services

all of which are referred to as "Participants"

**A. PURPOSES:**

1. Article 5-G of the General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorizes municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Section 119-n of the General Municipal Law defines the term "municipal corporation" to include a county, city, town, village, fire district, school district and Board of Cooperative Educational Services;
4. The Participants in this Agreement have determined to their individual satisfaction that furnishing the health benefits for their eligible officers, eligible employees (as defined by the Internal Revenue Service codes, rules and regulations for federal tax purposes, such definition does not include independent contractors and/or consultants), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (referred to collectively as "enrollees") through a Consortium by acting in concert with one another is in their best interests as it is more cost-effective and efficient.
5. The Participants wish to reflect the current relationship of the municipal corporations and the current terms of their participation in the Clinton-Essex-Warren-Washington. School Health Insurance Consortium; the BOCES and the school districts are executing this agreement restating the terms of the existing Clinton-Essex-Warren-Washington School Health Insurance Consortium, clarifying certain terms of previous Agreements they signed, amending the previous agreement to reflect changes required through compliance with certain New York State Laws; and

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6. The Participants wish to designate themselves under this agreement as the Clinton-Essex-Warren-Washington School Health Insurance Consortium (the "Consortium") and to provide health benefits for those enrollees that each Participant individually elects to include in the Clinton-Essex-Warren, Washington School Health Insurance Consortium Medical Plan(s) (the "Plan(s)").
7. Eligibility requirements are determined by each Participant's Collective Bargaining Agreements and/or their personnel policies and procedures.

## **B. PARTICIPANTS**

1. Membership in the Consortium may be offered to Clinton-Essex-Warren-Washington BOCES and any component school district of said BOCES, if the school district or BOCES can provide satisfactory proof of its financial responsibility; provided, however, that any current Participant as of the date of this Amended Agreement shall continue to be a Participant. Membership shall be subject to the terms and conditions set forth in this Agreement and any amendments hereto.
2. Partial membership of a collective bargaining unit or employee group of a Participant (school district or BOCES) is not permitted. Any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Consortium with a collective bargaining unit or employee group will be required to: (a) remove all of the members of said collective bargaining unit or employee group, including retirees, surviving spouses, dependents, and those afforded continuation of coverage, from the Plan(s) as provided by the Consortium and (b) withdraw from the Consortium in accord with Section O herein on the next June 30; or be subject to a Risk charge as determined by the Board.
3. Initial membership of additional participants shall become effective on the 1<sup>st</sup> day of the calendar month following the adoption by the Board of Directors of the resolution to accept the entity as a Participant.
4. The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, may elect to permit a school district or BOCES which is not a component school district of the Clinton-Essex-Warren-Washington BOCES to become a Participant of the Plan subject to satisfactory proof, as determined by the Board of Directors, of the Participant's financial responsibility. Furthermore, such municipal corporation must agree to continue as a participant for a minimum of three (3) years upon entry.
5. An employer who was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Plan, may apply for re-entry after a minimum of three years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board of Directors. In order to reenter the Plan, an employer, must have satisfied in full all of its outstanding financial obligations to the Plan. Furthermore, such employer, must agree to continue as a Participant for a minimum

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of three years upon re-entry. Failure to comply with the three year participation requirement for Participant who reenter the Plan, will result in a monetary penalty equal to 25% of the Participant's most recent annualized premium contribution to the Plan. Said penalty is non-negotiable and is not subject to waiver or amendment by the Board of Directors of the Consortium.

### **C. PARTICIPANTS' LIABILITY**

The Participants shall share in the costs of, and assume the liabilities for medical, surgical, hospital, and prescription drug benefits provided under the Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment ordered by the Consortium's Board of Directors as outlined in Section K of this Agreement. The pro rata share shall be based on the Participant's cumulative "premium" contribution to the Plan as a percentage of the total cumulative "premium" contribution to the Plan during their period of participation.

In addition, any new Participant that enters the Consortium may be subject to additional financial assessments in addition to premium contributions to the Plan, as determined by the Board of Directors.

### **D. BOARD OF DIRECTORS**

1. The governing body of the Consortium, responsible for management, control and administration of the Plan, shall be a Board of Directors, ("Board of Directors"), composed of one representative of each Participant, who shall be the Chief School Officer of each Participant, except in the event one individual serves as the Chief School Officer for more than one Participant, in which case the Board of Education for each Participant may designate one Director to represent each. The District which does not designate its Chief School Officer shall designate the School Business Official or, if the District does not have such an employed position, an administrator. Such Director shall have one vote, so that each Participant has one vote.
2. Members of the Board of Directors shall receive no remuneration from the Consortium and shall serve a term from July 1 through June 30.
3. No individual shall be the representative of more than one Participant.
4. No member of the Board of Directors, or any member of the member's immediate family shall be an owner, officer, director, or partner of any contract administrator retained by the Consortium.
5. Each member of the Board of Directors shall be entitled to one vote.
6. Each Participant may select an alternate, referred to as a "designee" to attend the Board of Director's meeting when its representative on the Board of Directors cannot attend.

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The designee may participate in the discussions at the Board meeting, but shall have no official vote.

7. A majority of members of the Board of Directors shall constitute a quorum. A quorum is a simple majority (more than half) of the total number of board members. A quorum is required for the board to conduct any business. A majority of the entire board, not simply those present, is required for the board to take any official action.
8. The Board of Directors shall usually meet quarterly, but no less than once annually at a time and place designated by the Chairperson.
9. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of the Consortium, the Chairperson may send proposals regarding said actions via facsimile or e-mail to each and all of the Directors. The Directors may then fax or e-mail their approval or disapproval of said actions to the Chairperson. Upon receipt by the Chairperson of the requisite number of written approvals, the Chairperson may act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board.

#### **E. EXECUTIVE COMMITTEE**

1. The Board of Directors shall elect from among its members an Executive Committee, which shall consist of the Chairperson, the Vice-Chairperson, Secretary the BOCES's designated member of the Board of Directors. The Fiscal Officer of the Consortium and five (5) school business officials of the Participants shall also be members of the Executive Committee.
2. The Executive Committee may meet at any time between meetings of the Board of Directors. The Executive Committee will make recommendations to the Board of Directors including, but not limited to, financial matters, such as annual rate and budget adjustments, which may be recommended by consensus.
3. The Executive Committee oversees the Consortium between meetings of the Board of Directors subject to such approval by the Board of Directors as may be required by this Agreement. Members of the Executive Committee who are members of the Board of Directors may, by majority vote, approve any action.

#### **F. SPECIAL ACTIONS BY THE BOARD**

The entire Board of Directors shall mean the number of Directors when there are no vacancies. A majority of the entire Board of Directors is required to take action on the following matters:

1. To fill any vacancy in any of the officers of the Consortium.
2. To fix the frequency, time, and place of regular Board meetings and Special meetings, the Board  
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may be called by the Chairperson or any two Board Members, provided no less than 48 hours written or oral notice is given to all Board Members.

3. To designate the Recording Secretary of the Board of Directors to have custody of all reports, statements and other documents of the Consortium. The Recording Secretary will take minutes of each Board meeting.
4. To approve an annual budget for the Consortium, prior to April 1 of each year, and determine the annual premium equivalent to be paid by each Participant for each enrollee classification in the Plan.
5. To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational- reports to Participants.
6. To approve the benefits provided by the Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s), a copy of the Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
7. To annually review the performance of any Plan Consultant and to select any Plan Consultant for the upcoming Plan Year, prior to April 1 of each year.
8. To review, consider and act on any recommendations made by a Plan Consultant or Plan Administrator.
9. To establish administration guidelines for the efficient operation of the Plan.
10. To establish financial regulations for the entry of new Participants into the Consortium consistent with all applicable legal requirements and this Agreement.
11. To contract with third parties, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Plan.
12. To determine each year the insurance carrier or carriers, if any, who are to provide the stop-loss insurance coverage during the next year
13. To determine and notify each Participant by April 1<sup>st</sup> of each year of the monthly premium equivalent for each enrollee classification during the next Plan year commencing the following July 1<sup>st</sup>.
14. To designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state and insured by the FDIC.
15. To designate annually an individual, who serves on the Board of Directors, to serve as the

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Consortium's attorney-in-fact.

16. To choose the Certified Public accountant and the actuary to provide the reports required by this Agreement and any applicable law.

#### **G. OFFICERS**

1. The Board of Directors shall elect annually from its members a Chairperson, Vice Chairperson, Secretary, and Chief Fiscal Officer (Treasurer) of the Plan who should be the treasurer of the Clinton-Essex-Warren-Washington BOCES. Any vacancy in an officer's position shall be filled at the next meeting of the Board of Directors.
2. Officers of the Consortium and employees of any third party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Consortium, shall not be deemed employees of the Consortium. The Board of Directors shall not have any authority to engage the services of any person as an employee of the Consortium. Each third party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Consortium. The officers of the Consortium shall serve without compensation from the Consortium.

#### **H. PLAN ADMINISTRATOR**

The Board of Directors, by a two-thirds (%) vote of the entire Board of Directors, will designate an administrator and/or insurance company of the Plan and the other provider(s) who are deemed by the Board of Directors to be qualified to receive, investigate, and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered.

#### **I. ATTORNEY-IN-FACT**

The attorney-in-fact shall receive service of summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Consortium.

#### **J. CHIEF FISCAL OFFICER**

1. The Chief Fiscal Officer shall act as fiscal officer of the Consortium and disbursing agent for all payments made by the Plan, and shall have custody of all monies either received or expended by the Plan. The Chief Fiscal Officer shall receive no remuneration, except that the Plan will reimburse reasonable out-of-pocket expenses incurred by the Chief Fiscal Officer in connection with performance of his or her duties that relate to the Plan and the employer of the Chief Fiscal Officer may be paid a service fee.

2. All monies collected by the Chief Fiscal Officer relating to the Plan, shall be pooled and administered as a common fund. The Chief Fiscal Officer shall, subject to the provisions of

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- the General Municipal Law, make payment in accordance with procedures developed by the Plan's Board of Directors.
3. The Chief Fiscal Officer shall be bonded for all monies received from the Participants. The amounts of such bond shall be established annually by the Consortium in such principal amount as deemed adequate to protect the interests of the Consortium.
  4. All monies collected from the Participants by the Chief Fiscal Officer in connection with the Plan shall be deposited in accordance with policies of the Participant which regularly employs the Chief Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.
  5. The Chief Fiscal Officer shall account for the Plan's reserve funds separate and apart from all other funds of the Plan, and such accounting shall show:
    - (a) the purpose, source, date and amount of each sum paid into the fund;
    - (b) the interest earned by such funds;
    - (c) capital gains or losses resulting from the sale of investments of the Plan's reserve funds;
    - (d) the order, purpose, date and amount of each payment from the reserve fund; and
    - (e) the assets of the fund, indicating cash balance and schedule of investments.

#### **K. PREMIUM CALCULATIONS/PAYMENT**

1. The annual premium equivalent rates shall be based on a community rating methodology within the Consortium which shall consist of an "Individual" premium rate category, a "Family" premium rate category, and a "Medicare" premium category. Said premium rate categories are currently defined as follows and may be amended by the Board of Directors by a two-thirds (%) of the entire Board of Directors:
  - (a) Individual Premium is a rating category established for those direct officers, employees, or retirees of a Participant who are not Medicare eligible who require coverage for only themselves. This category is not to be utilized for a spouse or a dependent who is not a direct employee or retiree, unless otherwise required by State or Federal Law (e.g., COBRA), or in the case of a surviving spouse, by a Collective Bargaining Agreement or a Participant's policy and procedure.
  - (b) Family Premium is a rating category established for those direct officers, employees, or retirees of a Participant who are not Medicare eligible who require coverage for themselves and their eligible dependents as allowed by the Plan.
  - (c) Medicare Premium is a rating category established for those Medicare eligible persons who

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would be eligible for coverage under the plan as a direct retiree of a Participant. This category would include the spouse and/or dependent(s) of a retiree provided they are also Medicare eligible by age and/or disability. If a retiree or two or more of their dependents (including their spouse) are not Medicare eligible, the Participant must elect the Family Premium rating category in order to provide coverage for the whole family.

2. The Consortium shall maintain reserves and stop-loss insurance to the level and extent determined by the Board of Directors in consultation with and based on the recommendations of the Consortium's Executive Committee and Plan Consultant.

Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the 15th day of each calendar month during the Plan year (July 1<sup>st</sup> - June 30th). A late payment charge of 1% of the monthly installment then due shall be charged for any payment not received by the 15th of each month, or the next business day when the 15th falls on a Saturday, Sunday, legal holiday or day observed as a legal holiday by the Participants. Failure to make a payment, including any applicable penalties, within sixty days of the due date shall be a basis for determination of exclusion from the Plan.

The Board of Directors has the power to assess Participants for additional contributions, if actual losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds. Such assessments will be made on a pro-rata basis and must be paid within 30 days of billing.

The Board of Directors, in its sole discretion, may refund amounts in excess of reserves and surplus, as required by law, or retain such excess amounts and apply these amounts to the next year's budget for the plan.

#### **L. EMPLOYEE CONTRIBUTIONS**

If any Participant requires an enrollee's contribution for benefits provided by the Plan, the Participant shall collect such contributions at such time and in such amounts as it may require. However, the failure of a Participant to receive the enrollee contribution on time shall not diminish nor delay the payment of the Participant's monthly premium equivalent to the Consortium in the manner provided.

#### **M. ADDITIONAL BENEFITS**

Any Participant providing more benefits, coverages, or enrollment eligibility other than that provided under the Plan, may do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Plan and shall be administered solely by and at the expense of the Participant.

#### **N. REPORTING**

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The following reports shall be prepared and furnished to the Board of Directors, and made available to the Participants:

1. Annually, after the close of the Plan's fiscal year but not later than November 30<sup>th</sup>:
  - (a) a report developed by the Consortium and Consultant showing the financial condition and affairs of the Plan, in such a form and providing such other information as the Board of Directors may prescribe, together with an audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the Plan.
  - (b) an independent actuarial opinion on the financial soundness of the Plan, including the contribution or premium equivalent rates and reserves, both as paid in the current year and projected for the next fiscal year.
2. At least two times per year, a report by the Fiscal Officer, that is in such a form and providing such other information as the Board of Directors may prescribe, showing the financial condition of the Plan as of the most recent Quarter. Such reports will include a Treasurer's Report and a Trial Balance Report.

#### **O. WITHDRAWAL OF PARTICIPANT**

1. Withdrawal of a Participant, or a collective bargaining unit or an employee group of a Participant, from the Plan shall be effective only once annually on the last day of the Plan year, June 30<sup>m</sup>.
2. Notice of Intention of a Participant, or a collective bargaining unit or an employee group of a Participant, to Withdraw must be given in writing to the Chairperson of the Board of Directors and the Chief Fiscal Officer prior to April 30<sup>th</sup>. Failure to give such notice shall automatically extend the Participant's, or the collective bargaining unit's or employee group's, membership and obligations under the Agreement for another Plan's Fiscal Year, unless the Board of Directors shall consent to such withdrawal by a % vote.
3. Any withdrawing Participant shall be responsible for its pro rata share of any Plan deficit. The withdrawing Participant shall be entitled to any pro rata share of surplus that may exist on the date of the withdrawal. The Plan surplus or deficit shall be based on the sum of actual .expenses and the estimated liability of the Plan as determined by the Board of Directors. These expenses and liabilities will be determined one year after the end of the fiscal year in which the Participant last participated.
4. The surplus or deficit will include recognition of any claims/expenses incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's cumulative premium contribution to the Plan as a percentage of the total cumulative premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit attributable to the period of time the

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Participant was a Participant in the Consortium. Any pro rata surplus amount due the Participant will be paid to the Participant one year after the effective date of the withdrawal. Any pro rata deficit amount will be billed to the Participant by the Plan one year after the effective date of the withdrawal and shall be due and payable within (30) days after the date of such bill. Said deficit billing is non-negotiable and is not subject to waiver or amendment by the Board of Directors of the Consortium.

#### **P. TERMINATION**

1. If the Board of Directors determines or reasonably believes that the Plan will terminate, it shall develop a plan for closing the Plans' affairs in an orderly manner designed to result in timely payment of all benefits.
2. Upon termination of this Agreement, or the Plan, each Participant shall be responsible for its pro rata share of any Plan deficit or shall be entitled to any pro rata share of surplus that may exist, after the affairs of the Plan are closed. No part of any funds of the Plan shall be subject to the claims of general creditors of any Participant until all Plan benefits and other Plan obligations have been satisfied. The Plan's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the fiscal year in which the agreement or Plan terminates.
3. Any surplus or deficit will include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's cumulative premium contribution to the Plan as a percentage of the total cumulative premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit attributable to the period of time the Participant was a Participant in the Plan.
4. The continuation of the Consortium under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5<sup>th</sup>) anniversary of the Effective Date and on each fifth (5<sup>th</sup>) anniversary date thereafter (each a "Review Date").
  - (a) At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.
  - (b) During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1<sup>st</sup> preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Consortium until the next Review Date under the existing terms and conditions of the Agreement.

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- (c) As soon as practicable after March 1<sup>st</sup>, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1<sup>st</sup> preceding the Review Date.
- (d) Notwithstanding the foregoing, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Consortium under the existing Agreement until the next Review Date.

#### **Q. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS**

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the Participants as follows:

1. The Participant understands and acknowledges that its participation in the Consortium under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
2. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the signatory municipal corporations as to those matters within the scope of the Agreement.
3. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the collective whole may on occasion temporarily disadvantage one or more of the individual Participants.
4. The Participant represents and warrants that the Designated Board Member understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which the Consortium operates.
5. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meetings is deemed acquiescence by the absent Participant to any duly authorized Board approved action at the meeting. However, a Participant that was absent from a meeting will not be presumed to have acquiesced in a particular action taken at the meeting if, within fifteen (15) calendar days after learning of such action, the Participant delivers written notice to the Chairperson that it dissents from such action. The Participant shall also notify the other members of the Board of Directors of such dissent. The Chairperson shall direct the Secretary to file the notice with the minutes of the Board.

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6. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

## **R. RECORDS**

All records and documents, including financial records, associated with the operation of the Consortium are the property of the Consortium. Each Participant may request records and documents relative to their participation in the Consortium by providing a written request to the Chairperson and Fiscal Officer. Each request will be responded to in a reasonable time frame and shall include all information which can be legally shared. A copy of requests for data made directly to the Administrator or Insurance Company by any Participant must be delivered to the Consortium's Fiscal Officer at the time of the request.

## **S. ALTERNATIVE DISPUTE RESOLUTION ("ADR")**

1. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Fund be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section S are intended to be exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.
2. Disputes subject to ADR: Any disputes by any Participant arising out of or relating to a contention that:
  - (a) The Board, the Board's designated agents, or any Participant has failed to adhere to the terms and conditions of this Agreement;
  - (b) The Board, the Board's designated agents, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or
  - (c) Any other dispute otherwise arising out of or relating to the terms or conditions of this Agreement or requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.
3. ADR Procedure: Any dispute subject to ADR, as described in subparagraph (1), shall be resolved exclusively by the following procedure:
  - (a) Board Consideration: Within 90 days of the occurrence of any dispute, the objecting party shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then

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ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.

- i. Within 60 days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the claimant, collect such other information from any other interested party or source, form a recommendation as to whether the claimant has a valid objection or claim, and if so, suggest a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such 60 day period.
  - ii. Within 60 days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The claimant and the Executive Committee shall be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the claimant has a valid claim, and if so, what the fair resolution should be. The Board's determination shall be deemed final subject to the claimant's right to arbitrate as set forth below.
- (b) Arbitration: The Claimant may challenge any Board decision under subparagraph (U)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within 30 days of the Board's vote (a "Demand"). In the event a claimant shall fail to file a Demand within 30 days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim; provided however,
- i. In no event may the arbitrator review any action taken by the Board that occurred 3 or more years prior to when the Chairperson received notice of the claim; and
  - ii. In no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than 24 months.

#### **T. CHANGES TO AGREEMENT**

Any change or amendment to this Agreement may be made upon the approval of two-thirds (2/3) of all Participants, whose approval requires a majority vote of the entire governing body of the Participant.

#### **U. APPLICABLE LAW AND VENUE**

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This Agreement shall be construed and enforced in accordance with the Laws of the State of New York. If any litigation arises among the parties, All disputes shall be subject to resolution as set forth in Section S herein.

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All of the above is established by the signatures below of the authorized representatives of the Participants. Signed counterparts of this Agreement shall be deemed to constitute an executed Agreement in the whole.

AuSable Valley Central School District

By: \_\_\_\_\_  
President Board of Education

Peru Central School District

By: \_\_\_\_\_  
President Board of Education

Beekmantown Central School District

By: \_\_\_\_\_  
President Board of Education

Plattsburgh City School District

By: \_\_\_\_\_  
President Board of Education

Chazy Central Rural School District

By: \_\_\_\_\_  
President Board of Education

Saranac Central School District

By: \_\_\_\_\_  
President Board of Education

Crown Point Central School District

By: \_\_\_\_\_  
President Board of Education

Schroon Lake Central School District

By: \_\_\_\_\_  
President Board of Education

Elizabethtown-Lewis Central School District

By: \_\_\_\_\_  
President Board of Education

Ticonderoga Central School District

By: \_\_\_\_\_  
President Board of Education

Keene Central School District

By: \_\_\_\_\_  
President Board of Education

Westport Central School District

By: \_\_\_\_\_  
President Board of Education

Moriah Central School District

By: \_\_\_\_\_  
President Board of Education

Willsboro Central School District

By: \_\_\_\_\_  
President Board of Education

Northeast Clinton Central School District

By: \_\_\_\_\_  
President Board of Education

Clinton-Essex-Warren-Washington Counties  
Board of Cooperative Educational Services

By: \_\_\_\_\_  
President Board of Education

Northern Adirondack Central School District

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By: \_\_\_\_\_  
President Board of Education

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## Land Use Permit

This Agreement, made by and between The Research Foundation for The State University of New York, a nonprofit, educational corporation organized and existing under the laws of the State of New York, having its principal place of business located at 35 State Street, Albany, New York 12207, hereinafter referred to as "Foundation," acting for and on behalf of the University at Albany, hereinafter referred to as "SUNY", and Northern Adirondack Central School District, with its principal place of business located at P.O. Box 164, 5572 Route 11, Ellenburg Depot, New York 12935, hereinafter "District".

WITNESSETH:

**WHEREAS**, Foundation, on behalf of University at Albany, is the recipient of a New York State Division of Homeland Security and Emergency grant to support the development of the New York State Early Warning Weather Detection System; and

**WHEREAS**, the network will provide state and local government officials with access to real-time data and robust predictive models, enabling emergency management decision-makers to better plan and mitigate for extreme and devastating weather events;

**WHEREAS**, District is the fee simple owner of a certain parcel of land, more particularly described in Exhibit A attached hereto and incorporated, hereinafter referred to as the "Site", deemed suitable for locating a mesonet station; and

**WHEREAS**, the parties recognize the benefits and importance to the State of New York and its citizens of establishing New York State's first statewide mesonet network designed to observe mesoscale meteorological and environmental phenomena; and

**WHEREAS**, Foundation has requested District grant it a permit to access the Site for the installation, maintenance, operation, inspection, repair, replacement, removal, and any work which may subsequently become necessary with respect thereto, hereinafter referred to as the "Work", of a mesonet station, together with appurtenances, hereinafter collectively referred to as the "Facilities", on District land for the purpose of monitoring mesoscale meteorological and environmental phenomena, hereinafter referred to as the "Project"; and

**WHEREAS**, District desires to grant such a permit for such purposes.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. District hereby grants to Foundation, Foundation Affiliates (for purposes of this Agreement this term shall include University at Albany), its officers, agents, employees and all persons under contract with the Foundation in connection with the Project the right to access, use and occupy, at no cost, the Site for the purposes of the Project for ten (10) years from the date of execution.
2. The location and manner of installation of the Facilities shall be as shown and described on the Installation Plan attached hereto and incorporated herein as Exhibit A. Foundation's right to occupy and use the Site includes the right of ingress and egress to the Site on across and over the contiguous or adjacent land owned by District as set forth on Exhibit A, at reasonable times during non-school hours to the extent reasonably practical and following at least 48 hour advance notice to the District, except in the case on an emergency, for the purposes of the Work.
3. Installation, maintenance, operation, inspection, repair, replacement, and removal of the Facilities, and any work which may subsequently become necessary with respect thereto, shall be performed only at such time or times as may be acceptable to District or its duly authorized officer or representative. And shall at all times be subject to the approval of District which such approval shall not be unreasonably delayed, conditioned or denied. In the event, however, that repairs to or maintenance of the Facilities shall be necessary by reason of the existence of any emergency, Foundation may undertake and complete such necessary repairs or maintenance following notification to the District.
4. Foundation shall not interfere with or disturb any school activities or any presently existing underground or above ground services or facilities located upon District property, and upon completion of the Work and use of the Site, and/or upon the completion of any Work relating to the Project, Foundation shall, at its sole cost and expense, restore the Site as nearly as possible to the condition in which Foundation found it.
5. Foundation's installation, maintenance, operation, inspection, repair, replacement, and removal of the Facilities shall be undertaken in accordance with all applicable safety rules and regulations and so as not to constitute a nuisance or hazard to persons or property, and shall be in compliance with all applicable state or federal statutes, laws, ordinances, codes, rules, regulations, and orders of any governmental office, board, commission, or other body having jurisdiction over the Site, including but not limited to, the New York State Department of Education.
6. Foundation assumes all risk in connection with the Work and shall be responsible and shall indemnify and hold District harmless from any and all damages resulting from any and all accidents and injuries to persons and property directly arising out of or relating to the installation, construction, maintenance, operation, inspection, repair, replacement and/or removal of the Facilities, or work connected therewith unless the damages or loss results from the negligence or misconduct of District.
7. District shall provide Foundation with any site-specific health and safety requirements including but not limited to the existence or possible existence of hazardous worksite conditions, materials or pollutants, subsurface utilities and underground infrastructure.
8. District shall also provide the Foundation, its officers, agents, employees or persons under contract with Foundation, with any escorts required by District for access to the site.



9. Foundation agrees to construct and maintain the Facilities, including a fence enclosing all of the Facilities, in a good and workman like manor, free or any liens or encumbrances during the term of this Agreement. If any mechanic's lien relating to the construction, installation or maintenance of the Facilities is filed against the Site, Foundation shall within 30 days thereafter, cause such lien to be discharged of record by bonding or otherwise. If Foundation fails to discharge said lien(s), District may do so at Foundations expense.
10. All Facilities and appurtenances for the Project shall be, and at all times shall remain, the property of Foundation, and District shall not disturb, relocate or otherwise interfere with the Facilities or Foundation's use of the Site as provided herein.
11. This Agreement shall be binding upon the heirs, executors, administrators, assigns, successors, or any other transferees of District and upon the successors and assigns of the Foundation.
12. The Parties shall comply with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto, and the Foundation shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any local, State or Federal Governmental body having jurisdiction over the Site and the Facilities.
13. This Agreement shall not be assigned delegated, transferred, conveyed, sub-let, sublicensed or otherwise disposed for any purpose without the express prior written consent of the Parties.
14. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either Party except to the extent incorporated herein. This Agreement shall not be amended unless such amendment is reduced to writing and signed by both Parties.
15. Any notice provided for concerning this Agreement shall be in writing and deemed effective when sent by nationally recognized overnight courier or by certified or registered mail, if sent to the respective address of each party set forth at the end of this Agreement, or to such addressee as may be hereafter designated by notice. All notices become effective only when received by addressee.
16. The Foundation shall be responsible for indemnify and hold District harmless from and against any and all damages or loss by theft or otherwise of property whether such property shall belong to District or to others, and for injury to persons (including death) which may in any way result from Foundation's use of Site unless the damages or loss results from the negligence or misconduct of District.
17. This Agreement shall be interpreted according to the laws of the State of New York. The Foundation shall comply with all laws, rules, orders, regulations, and requirements of Federal, State and local governments applicable thereto.
18. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.
19. The Foundation agrees, upon request, to provide evidence of insurance protection at the following coverage limits:  
each occurrence, \$3,000,000 aggregate.  
Property Damage in the amount of \$2,000,000 combined (bodily injury and property damage) single limit-  
each occurrence, \$3,000,000 aggregate.  
Property Damage in the amount of \$500,000 each occurrence.  
Automobile Liability - (owned and non-owned vehicles) in the amount of \$1,000,000 each occurrence.  
Workers Compensation and Disability Benefits - New York statutory requirements  
District shall be named as an additional insured on each policy. All  
Certificates of Insurance or Evidence of Insurance must contain a thirty  
(30) day written notice of any cancellation, change or termination of  
coverage.
20. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by registered mail addressed to the following or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.
- |                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>TO THE DISTRICT:</b>         | <b>TO THE FOUNDATION:</b>             |
| Northern Adirondack Central     | The Research Foundation for The State |
| School District                 | University of New York                |
| P.O. Box 164                    | 1400 Washington Avenue                |
| 5572 Route 11                   | MSC 216                               |
| Ellenburg Depot, New York 12935 | Albany, New York 12222                |
| ATTN: Superintendent of Schools | ATTN: Ms. Paula M. Kaloyeros          |
21. Upon revocation of the permission hereby granted and written notice thereof served either in person or by registered mail, Foundation shall have 12 months to discontinue the use of the premises and remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Foundation commenced. This permit shall be for in force beginning May 1, 2016 and shall continue for ten (10) years, in any event, if not sooner revoked. Under no circumstances shall the State University be held liable for damages of any kind, either direct or indirect, for termination of this permit.



22. The execution and performance of this Agreement by the individual signing this Agreement for the parties is duly authorized, and this Agreement constitutes the valid and binding obligation of the parties, enforceable against the parties in accordance with its terms.
23. This Agreement is subject to and conditioned upon the approval by the District Board of Education as well as New York State Commissioner of Education.

**IN WITNESS WHEREOF**, the parties have set their hand on the day below written

IN WITNESS HEREOF, District and the Foundation has caused this instrument to be sealed and signed by its duly authorized officer.

Northern Adirondack Central School District

The Research Foundation for The SUNY

By: \_\_\_\_\_

Superintendent of Schools

By: \_\_\_\_\_

Paula M. Kaloyeros  
Assistant Vice President and Deputy Operations  
Manager at the University at Albany

Date: \_\_\_\_\_

Date: \_\_\_\_\_

