SCHROON LAKE CENTRAL SCHOOL
BOARD OF EDUCATION MEETING AGENDA
THURSDAY, SEPTEMBER 25, 2025
6:00PM SCHOOL AUDITORIUM

I. Call to Order
II. Pledge of Allegiance
III. BOE Approves Agenda

IV. Student Presentation- Trip to the Dominican Republic
Senior Trip Request

V. Executive Session (if needed and called)

VI. Approval of Minutes of Board Meetings
A. August 28, 2025

VI. Financial Reports
A. Approval of Warrant #4, # 5 & #6
B. Extra Curricular Report (July & August)
C. Approve Corrective Action Plan
D. Treasurer Report for July and August
E. Revenue Status Report July and August
F. Budget Status Report July and August
G. Payroll Distribution July and August

VII. Superintendent's Report
A. Regionalization plan

VIII. Board Discussion & Action Items
A. Approve CSE/CPSE recommendations
B. Appoint certified tutor
C. Appoint certified substitute teacher
D. Appoint non certified substitute
E. Appoint Musical Accompanist
F. Approve MOA- CSEA-Lead Cook Position
G. Approve Service Agreement for Independent Evaluation
H. Approve Data Breach Resolution-ROC
I. Approve municipal cooperation agreement-CVES Health Consortium

IX. Public Participation

X. Adjournment

VI. A
Pg. 202

DRAFT

SCHROON LAKE CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING
Auditorium
August 28, 2025 @7:00 PM

BOARD MEMBERS PRESENT:
Jared Whitley
Valerie LeBlanc
Jennifer Pitkin
Codie Aiken

OTHERS PRESENT:
Supt. Pemrick
Miranda Sheffer
Jim Belott
Laura Pitkin
Jennifer Carlson
Hayden Reidy
Melissa Whitley
Mel Belott
Lisa Welch
Amanda Drake

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.

AGENDA APPROVAL — A motion was made by Codie Aiken, second by Jennifer Pitkin to approve the agenda with the revision of moving Public Participation to the beginning of the meeting.
All Board members voted Yes- 4 No-0 motion carried

PREVIOUS MINUTES — A motion was made by Jennifer Pitkin, second by Codie Aiken to approve the minutes of July 24, 2025 as presented.
All Board Members voted Yes-4 No- 0 motion carried.

CERTIFICATION OF WARRANT — A motion was made by Jennifer Pitkin, second by Jared Whitley to approve Warrant #2 dated 7/24/2025 as presented.
All Board Members voted Yes- 4 No-0 motion carried

CERTIFICATION OF WARRANT — A motion was made by Jennifer Pitkin, second by Valerie LeBlanc to approve Warrant #3 dated 8/07/2025 as presented.
All Board Members voted Yes- 4 No-0 motion carried

Tax Warrant

RESOLUTION TO CONFIRM TAX ROLLS AND AUTHORIZE TAX LEVY

Motion made by Jared Whitley, second by Codie Aiken

WHEREAS: Chapter 73 of the laws of 1977, amended Section 1318, subdivision 1 of the Real Property tax Law: and

WHEREAS: The entire fund balance at the close of the last fiscal year must be applied in determining the amount of the school tax levy except for and amount not to exceed 4% of the current school year budget: and
WHEREAS: this latter amount may be held as surplus funds during the current school year now therefore
BE IT RESOLVED: that the Board of Education retain as surplus funds$ 416,770.00

from the total fund balance of ____thereby applying $400.000.00 to the reduction of the tax levy.
BE IT ADDITIONALLY RESOLVED AS FOLLOWS:

To the collector of SCHROON LAKE CENTRAL SCHOOL DISTRICT No.1, Towns of Schroon, North Hudson, and Chester, Counties of Essex, and Warren, New York State.

You are hereby commanded:

1. To give notice and start collection on Sept 1,2024 (in accordance with the The provisions of Section 1322 of the Real Property Tax Law).

2. To give notice that tax collection will end on Nov. 3, 2025

3. To collect taxes in the total sum of $8,401,135.00 in the same manner that collectors are authorized to collect town and county taxes in accordance with the provisions of Section 1318 of the Real Property Tax Law.

4. To make no changes or alterations in the tax warrant or the attached taxrolls but shall return the same to the Board of Education. The board may recall its omissions in accordance with the provisions of Section 1316 of the Real Property Tax Law.

5. To forward by mail to each owner of real property listed on the tax rolls within ten days after the start of collection a statement of taxes due on his property on press numbered tax bill forms provided by the school district in accordance with provisions of section 922 of the Real Property Tax Law. To forward by Mail, without interest penalties, to the office of the County Treasurer a detailed Tax bill of all state land parcels liable for taxes on the school tax rolls in accordance with provisions of Section 540 and 544 of the Real Property Tax Law.

6. To receive from each of the taxable corporation and natural persons the sum listed on the attached tax rolls without penalties when such sums Are paid before the end of the first month of the tax collection period Oct. 1, 202S. To add two per cent interest penalties to all taxes collected during the second month of tax collection and three per cent after

Nov. 1, 202S, of the tax collection period and to account for such sums as income due to the school district.

7. To issue press- numbered receipts only on forms provided by the school district in acknowledgment of receipts of payments of taxes and to retain. preserve and file exact copies of all such receipts issued as required by Section 987 of the Real Property Tax Law.
8. To promptly return the warrant at its expiration and if any taxes on the attached tax rolls shall be unpaid at that time, deliver an accounting thereof
   on forms showing by town the total assessed valuation, tax rate the total tax levy, the total amounts remaining uncollected as required by section 1330 of the Real Property Tax Law.

9. To advise School Tax Rate 2025-26 is as follows:

Schroon	$ 6.483449	per 1,000
North Hudson	$ 8.183073	per 1,000
Chester	$ 6.683968	per 1,000

The warrant is issued pursuant to Section 910,912 and 914 of the Real Property Tax Law and is delivered in accordance with Section 1306 and 1318 of this Law. It is effective immediately after it is properly signed by a majority of the Board of Education. The Warrant shall expire on the date stated above unless a renewal or extension has been endorsed on the face of this W81T81lt in writing in accordance with section 1318, subdivision 2 of the Real Property Tax Law.

	Member
Jared Whitley	Yes
Valerie LeBlanc	Yes
Codie Aiken	Yes
Jennifer Pitkin	Yes

PUBLIC PARTICIPATION	The assistant softball coach from Bolton Central School came to remind the Board of the timeline for merging spring sports. Mrs. Carlson thanked the Board for approving the merger last last year. It was unfortunate that the follow up of the approval was not followed in a timely manner and the girls missed out on a softball season. She saw where the Board approved a merger with Newcomb for all sports this school year. She came to the meeting to remind the Board that if there is not enough softball girls combined to form a team. Bolton would be interested in merging with the girls to be sure they had the opportunity to play softball next year. The procedure requires a sixty day window so the merge would have to take place no later than January. She thanked the Board for their time and hopes that any girl wishing to play softball this school year will have the opportunity. Jim Belott, president of the CSEA questioned why stipends are given to individual employees so they will make more money. Mr. Whitley asked Mr. Belott to schedule a meeting with the Superintendent to answer his questions.
SUPT REPORT	Supt. Pemrick thanked the Facilities and Building and Grounds crew for their hard work getting the building ready for the school year. There were many room changes at the last minute that created a great deal of extra work. She reported that the auditorium projector has broken down and we are in the process of getting it fixed. Supt. Pemrick shared the Capital Project Timeline for the playground. Due to safety concerns it is necessary to update the playground while making it inclusive for all students. A committee will be formed and we will partner with AIM for the project. Supt. Pemrick went over the addition of the Academic Eligibility Policy and the athletic academic standards, behavior and attendance policy. These policies will encourage progress and increase attendance, Opening day planning is underway and she is looking forward to seeing all the staff members and spending a few days preparing for our students. Supt. Pemrick gave the Board a presentation on the Portrait of a Graduate and a Deep Dive Data report that entails the results of our state and regents testing scores over the past few years.
BOE APPROVES CSE RECS	A motion was made by Jennifer Pitkin, second by Valerie LeBlanc to approve the CESE recommendations for #40179, 40166, 40297, 40302 201211, 40139, 10623, 10711,10500, 40139, 10623 and 201212 All Board members voted Yes- 4 No-0 motion carried

BOE APPROVES CSEA CONTRACT

Upon the recommendation of Supt. Pemrick, a motion was made by Jared Whitley, second by Valerie LeBlanc to approve the Memorandum of Agreement between the Schroon Lake Central School District and the CSEA dated July 21, 2025.

Mr. Whitley thanked the negotiating committee for their time.

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

BOE APPOINTS 1.0 MATH TEACHER

Upon the recommendation of Supt. Pemrick, a motion was made by Jennifer Pitkin, second by Valerie LeBlanc to appoint Jeff Cutting to as 1.0 math teacher for the 2025-2026 school year. Mr. Cutting will be compensated $59,745.00 (M+15) for the 2025-2026 school year.

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

BOE APPOINTS HALF TIME TEACHER

Upon the recommendation of Supt. Pemrick, a motion was made by Jennifer Pitkin, second by Codie Aiken to appoint Dawn Kelly as a .5 FACS teacher for the 2025-2026 school year. Ms. Kelly will be compensated $27,707.00 for the 2025-2026 school year.

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

BOE APPOINTS LONG TERM INTERIM TEACHER

Upon the recommendation of Supt. Pemrick, a motion was made by Jennifer Pitkin, second by Jared Whitley to appoint Tonya Devoe as a long term interim teacher for the 2025-2026 school year. Ms. DeVoe will be compensated a daily rate of $ 272.61 for the 2025-2026 school year.

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

BOE APPOINTS TEACHER AIDES

Upon the recommendation of Supt. Pemrick, a motion was made by Valerie LeBlanc, second by Codie Aiken to appoint Jennifer Belrose as a full time teachers aide for the 2025-2026 school year. Mrs. Belrose will be compensated $16.79 per hour

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

Upon the recommendation of Supt. Pemrick, a motion was made by Codie Aiken, second by Jennifer Pitkin to appoint Lori Slyman as a full time teachers aide for the 2025-2026 school year. Ms. Slyman will be compensated $16.79 per hour

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

BOE APPOINTS PART TIME TA/ PART TIME AIDE

Upon the recommendation of Supt. Pemrick, a motion was made by Jennifer Pitkin, second by Codie Aiken to appoint Evelyn Bevins as a part time teaching assistant ($20.96 per hour) and part time teachers aide ($19.14 per hour) for the 2025-2026 school year.

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

BOE APPOINTS TEACHING ASSISTANT

Upon the recommendation of Supt. Pemrick, a motion was made by Jennifer Pitkin, second by Codie Aiken to appoint Alexis Valenza as a full time teaching assistant through December 19, 2025 at the rate of $146.73 per day for the 2025-2026 school year.

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

BOE APPOINTS PART TIME TEACHING ASSISTANT

Upon the recommendation of Supt. Pemrick, a motion was made by Jennifer Piktin, second by Codie Aiken to appoint Megan DeZalia as a part time teaching assistant at the rate of $21.62 per hour with an anticipated start date of October 1, 2025

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

BOE APPROVES LEAVE OF ABSENCE

Upon the recommendation of Supt. Pemrick, a motion was made by Codie Aiken , second by Jared Whitley to approve the educational leave of absence request from Amanda Grey. This leave will begin in September 2025 through February 2026

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

BOE APPOINTS SUBSTITUTES

Upon the recommendation of Supt. Pemrick, a motion was made by Jennifer Pitkin, second by Codie Aiken to appoint Naomi Veverka as a non certified substitute at the daily rate of $125.00 and a substitute clerical and teachers aide at the rate of $16.00 per hour for the 2025-2026 school year. All Board members voted Yes- 4 No-0 motion carried

Upon the recommendation of Supt. Pemrick, a motion was made by Valerie LeBlanc, second by Jared Whitley to appoint Sam Startup as a non certified substitute for the 2025-2026 school year. Mr. Startup will be compensated $125.00 per day for the 2025-2026 school year.

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

BOE APPOINTS CAREER PATHERWAY COORDINATORS

Upon the recommendation of Supt. Pemrick, a motion was made by Codie Aiken, second by Jennifer Pitkin to appoint Lance Paradis and Cassaundra Britt as career pathway coordinators for the 2025-2026 school year. Both Mrs. Britt and Mr. Paradis will be compensated $1500.00 this school year.

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

BOE APPOINTS SUBSTITUTE MANAGEMENT COORDINATOR

Upon the recommendation of Supt. Pemrick, a motion was made by Jennifer Pitkin, second by Valerie LeBlanc to appoint Lisa DeZalia as the substitute management coordinator for the 2025-2026 school year. Mrs. DeZalia will be compensated $3000.00 as coordinator

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

BOE APPOINTS TEACHER MENTORS

Upon the recommendation of Supt. Pemrick, a motion was made by Codie Aiken, second by Jennifer Pitkin to appoint Rebecca Hartwell and Cassaundra Britt as teacher mentors for the 2025-2026 school year. Both Mrs. Hartwell and Mrs. Britt will be compensated $1500.00 for the 2025-2026 school year.

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

BOE APPOINTS SOCIAL MEDIA COORDINATOR

Upon the recommendation of Supt. Pemrick, a motion was made by Jennifer Pitkin, second by Codie Aiken to appoint Rebecca Hartwell as the social media coordinator for the 2025-2026 school year. Mrs. Hartwell will be compensated $1500.00 for the 2025-2026 school year.

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

BOE APPROVE SUBSTITUTE NURSE

Upon the recommendation of Supt. Pemrick, a motion was made by Jared Whitley, second by Valerie LeBlanc to appoint Mary Toomajin as a substitute nurse for the 2025-2026 school year. Mrs. Toomajin will be compensated $130.00 per day

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

BOE APPROVES 2025-2026 CODE OF CONDUCT

A motion was made by Valeri LeBlanc, second by Codie Aiken to approve the 2025-2026 code of conduct as presented. The Code will be posted on the web site after thirty days.

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

BOE APPROVES 2nd READ	A motion was made by Jared Whitley, second by Valerie LeBlanc to approve the District Wide School Safety Plan for the 2025-2026 school year. All Board members voted Yes- 4 No-0 motion carried
BOE APPROVES 2nd READ	A motion was made by Jennifer Pitkin, second by Valerie LeBlanc to approve the Ex Officio Student Board Member policy #2245 for the 2025-2026 school year. All Board members voted Yes- 4 No-0 motion carried
BOE APPROVES 2nd READ	A motion was made by Valerie LeBlanc, second by Jennifer Pitkin to approve the Extreme Temperature/ Heat Conditions policy #8113 for the 2025-2026 school year. All Board members voted Yes- 4 No-0 motion carried

BOE APPROVES 2nd READ — A motion was made by Jared Whitley, second by Jennifer Pitkin to approve the Workplace Violence Prevention Policy statement #8130 for the 2025-2026 school year.

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

BOE APPROVES 2nd READ — A motion was made by Jared Whitley, second by Jennifer Pitkin to approve the Workplace Violence Prevention Plan as presented for the 2025-2026 school year.

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

ADJOURNMENT — A motion was made by Codie Aiken, second by Jared Whitley to adjourn at 8:03 pm.
All Board members voted Yes –4 No-0 Motion Carried

_____
District Clerk

Committee Recommendations for Board of Education Review with Details (September 25, 2025)

Meeting	*Alt ID#*	*Age*	*Grade*	*Committee Reason*	*Decision*	*Disability*	*Recommended School*
08/27/2025	40297	4:5	Preschool	CPSE Requested Review	Classified Preschool	Preschool Student with a Disability	Schroon Lake Central Preschool

Program/Service	Start Date	End Date	Ratio	Freq.	Period	Duration
Special Class	09/04/2025	06/26/2026	8:1+2	1	Daily	5 hrs
Occupational Therapy	09/04/2025	06/26/2026	Individual	3	Weekly	30 mins
Physical Therapy	09/04/2025	06/26/2026	Individual	2	Weekly	30 mins
Speech/Language Therapy	09/04/2025	06/26/2026	Individual	3	Weekly	30 mins

BOE Info: Requested Review Meeting: Student continues to qualify

08/27/2025	40302	3:9	Preschool	CPSE Requested Review	Classified Preschool	Preschool Student with a Disability	Schroon Lake Central Preschool

Program/Service	Start Date	End Date	Ratio	Freq.	Period	Duration
Special Class	09/04/2025	06/26/2026	8:1+2	1	Daily	5 hrs
Occupational Therapy	09/04/2025	06/26/2026	Individual	2	Weekly	30 mins
Physical Therapy	09/04/2025	06/26/2026	Individual	2	Weekly	30 mins
Speech/Language Therapy	09/04/2025	06/26/2026	Individual	3	Weekly	30 mins
Special Class	07/07/2025	08/15/2025	12:1+2	1	Daily	5 hrs
Occupational Therapy	07/07/2025	08/15/2025	Individual	1	Weekly	30 mins
Physical Therapy	07/07/2025	08/15/2025	Individual	1	Weekly	30 mins
Speech/Language Therapy	07/07/2025	08/15/2025	Individual	2	Weekly	30 mins

BOE Info: Requested Review Meeting: Student continues to qualify

09/05/2025	2201	17:8	11	Sub CSE Amendment	Classified	Learning Disability	Schroon Lake Central School

Program/Service	Start Date	End Date	Ratio	Freq.	Period	Duration
Consultant Teacher Services	09/02/2025	06/26/2026	Direct	3	6 day cycle	39 mins
Resource Room Program	09/02/2025	06/26/2026	5:1	5	Weekly	39 mins

BOE Info: Amendment No Meeting: Student continues to qualify

09/11/2025	40232	6:9	02	Sub CSE Amendment	Classified	Learning Disability	Schroon Lake Central School

Program/Service	Start Date	End Date	Ratio	Freq.	Period	Duration
Consultant Teacher Services	09/02/2025	06/26/2026	Direct	2	Daily	39 mins

Resource Room Program	09/02/2025	06/26/2026	5:1	3	6 day cycle	30 mins
Occupational Therapy	09/02/2025	06/26/2026	Individual	8	Monthly	30 mins
Psychological Counseling Services	09/02/2025	06/26/2026	Small Group	3	Monthly	30 mins
Psychological Counseling Services	09/02/2025	06/26/2026	Individual	1	Monthly	30 mins
Specialized Reading	09/02/2025	06/26/2026	Small Group (5:1)	3	6 day cycle	30 mins
Speech/Language Therapy	09/02/2025	09/11/2025	Individual	7	Monthly	30 mins

BOE Info: AMendment No Meeting Meeting: Student continues to qualify

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09/15/2025 10780 8:5 03 Sub CSE Amendment Classified Other Health Impairment Schroon Lake Central School

Program/Service	Start Date	End Date	Ratio	Freq.	Period	Duration
Occupational Therapy	09/02/2025	06/26/2026	Individual	8	Monthly	30 mins
Physical Therapy	09/02/2025	06/26/2026	Individual	4	Monthly	30 mins
Psychological Counseling Services	09/02/2025	06/26/2026	Individual	3	Monthly	30 mins
Psychological Counseling Services	09/02/2025	06/26/2026	Small Group	1	Monthly	30 mins
Speech/Language Therapy	09/02/2025	09/15/2025	Individual	6	Monthly	30 mins
Speech/Language Therapy	09/16/2025	06/26/2026	Small Group	6	Monthly	30 mins

BOE Info: Amendment No Meeting: Student continues to qualify

September 5, 2025

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE SCHROON LAKE CENTRAL SCHOOL DISTRICT
AND
THE CSEA, LOCAL 1000 AFSCME, AFL-CIO
SCHROON LAKE CENTRAL SCHOOL DISTRICT UNIT #6813-00
ESSEX COUNTY EDUCATIONAL LOCAL 816

WHEREAS, the Schroon Lake Central School District ("District") and the CSEA, Local 1000 AFSCME, AFL-CIO, Schroon Lake Central School District Unit #6813-00, Essex County Educational Local 816 (the "Association"), are parties to a Collective Bargaining Agreement commencing July 1, 2022 through June 30, 2025 (the "Agreement"); and

WHEREAS, the Association is the exclusive bargaining agent for those titles identified in *Article II, Recognition* of the parties' Agreement; and

WHEREAS, the District is need of an employee the kitchen of the cafeteria to perform responsibility and leadership duties consistent with a "Lead Cook" stipend position; and

WHEREAS, the Association and the District have discussed and agreed upon a Lead Cook stipend commencing effective with the 2025-2026 school year.

NOW, THEREFORE, it is agreed as follows:

1. The District shall establish a Lead Cook stipend commencing with the 2025-2026 school year in the amount of $5,792.00 and shall appoint Vicki Peterson to such position. The stipend established herein shall be in addition to the base salary and any other contractual benefits available to Ms. Peterson under the parties' Agreement.

2. The duties and responsibilities of this stipend position shall include, but are not limited to: overseeing cafeteria operations, ensuring compliance with food service, health, and safety standards, and coordinating with school administration and BOCES associates, as needed.

3. This Memorandum shall become effective on September 2, 2025, and shall sunset on June 30, 2026, unless otherwise extended, modified, or rescinded by mutual agreement. Any extension of the stipend position of Lead Cook beyond June 30, 2026 must be mutually agreed to by the Association and the District.

4. This memorandum is without precedent. That is to say, this memorandum shall not be held to have any precedential value, nor shall it constitute the establishment of a "past practice" by either party.

5. This Memorandum constitutes the entire agreement between the parties, supersedes all prior agreements between the parties, and may not be altered, amended, or modified except by a writing executed by both parties.

6. This Memorandum may not be altered except by consent and a writing signed by both parties.

7. All other provisions of the Agreement shall remain unchanged and in full force and effect, unless modified and agreed to by both parties in writing.

8. This Memorandum is subject to the approval of the Board of Education of the District.

9. This Memorandum is effective upon approval of the Board of Education of the District.

FOR THE DISTRICT

Kemm Pemrick 9/5/25
Kemm Pemrick
Superintendent of Schools

FOR THE ASSOCIATION

CSEA President 9-5-25

Service Agreement

This Service Agreement (hereinafter, the "Agreement"), is dated as of 7/25/2025 (hereinafter, the "Effective Date"), and is entered into by and between the following parties:

SCHROON LAKE CENTRAL SCHOOL DISTRICT of 1125 US-9, Schroon Lake, NY 12870, 518-531-7164 (hereinafter, the "Client"),

And

Jodi Facteau-St.Gelais of 2 Carriage Run, Burnt Hills, NY 12027, 518-275-7766 and 3DEduPlanning@gmail.com (hereinafter, the "Contractor").

1. SERVICES

During the term of the Agreement, Jodi Facteau-St.Gelais shall perform the services described in the attached Exhibit for SCHROON LAKE CENTRAL SCHOOL DISTRICT (hereinafter, the "Services").

2. PAYMENT AMOUNT AND METHOD

The Client agrees to pay the Contractor as follows:

- Total amount of $2,500 upon execution of this Agreement.

In addition to any other right or remedy provided by law, the failure of SCHROON LAKE CENTRAL SCHOOL DISTRICT to pay for the Services when due shall be considered a material breach of this contract, and Jodi Facteau-St.Gelais may terminate this Agreement and/or seek legal remedies.

3. TERM

This Agreement will commence on the Effective Date and shall continue until completion of the Services by the Contractor, unless earlier terminated as provided herein, or unless extended by mutual agreement expressed in writing signed by both parties prior to the completion of the Services by the Contractor.

4. OWNERSHIP OF WORK

The Client acknowledges and agrees that all intellectual property and related material, including but not limited to any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (hereinafter, the "Work Product"), performed under this Agreement by the Contractor will be the exclusive property of the Contractor.

If requested by the Contractor, the Client will provide and execute all necessary documentation to confirm the ownership of the Contractor to the Work Product.

5. INDEPENDENT CONTRACTOR

The Contractor certifies that, in providing the Services under this Agreement, she is acting as an independent contractor and not as an employee or an agent.

6. NON-EXCLUSIVE CLAUSE

The Parties hereby acknowledge that this Agreement is non-exclusive, and nothing herein shall prevent either Party from entering into similar or same agreements with third parties.

7. INDEMNIFICATION

To the extent permitted by applicable laws and without prejudice to any other rights and obligations of the parties, each party hereby agrees to indemnify, defend, and hold the other party harmless from and against any and all claims, demands, losses, costs, liabilities or damages of any kind (including reasonable attorneys' fees and costs) arising out of or in connection with the breach of this Agreement, and/or its negligence or willful misconduct.

The obligations of indemnification will apply during the term of this agreement.

8. EVENTS OF DEFAULT

The occurrence of any of the following events shall constitute and is hereinafter referred to as an "Event of Default":

a. If either party fails to make a required payment when due.

b. If either party becomes unable to perform its duties and fails to make available or deliver the Services in the time and manner provided for in this Contract.

c. If either party becomes or is declared insolvent or bankrupt.

9. REMEDIES

In the event that either party (hereinafter, the "Defaulting Party") fails to perform any of its material obligations under this contract, or if any one of the hereinabove described Events of Default occurs which causes damage to the other Party (hereinafter, the "Non-defaulting Party"), it shall be considered a material breach of this agreement.

In such an event, the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract within 14 working days from the effective date of such notice. If the Defaulting Party fails to cure the default(s) within such period of time, this agreement will be automatically terminated.

The Defaulting Party shall be liable for any such breach pursuant to the applicable laws.

10. DISPUTE RESOLUTION

In the event a claim, dispute, or controversy arises out of or in connection with this Agreement, the parties agree to attempt to resolve the claim, dispute or controversy by conducting good faith negotiations.

11. ENTIRE AGREEMENT

This document constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter of this Agreement.

12. SEVERABILITY

This Agreement will be enforced to the fullest extent permitted by applicable law.

If for any reason any term or provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision of this Agreement. However, the parties shall cease performing such invalid or unenforceable provisions and negotiate in good faith to replace such invalid or unenforceable provisions with a valid, legal, and enforceable provision consistent with the original intent.

13. AMENDMENTS

This Agreement may be amended or modified as needed. However, any modification, variation, or amendment of this Agreement shall only be valid if made in writing form and duly signed by the parties obligated under the amendment.

14. GOVERNING LAW

This Agreement shall be governed, construed and interpreted in accordance with the Laws of the State of New York.

15. NOTICES

Any and all notices, requests, demands or other communications to be given under this Agreement must be (i) given in writing and (ii) personally delivered or mailed by certified or registered mail, return receipt requested, or transmitted by electronic mail transmission to the party to whom such notice or communication is directed, to the mailing address or the electronic mail address of such party as set forth in the opening paragraph of this Agreement, or to such other address or email address as any party may from time to time notify the other.

16. WAIVER

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

17. ASSIGNMENT

This Agreement and all rights and obligations hereunder may not be assigned by either party without prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Service Recipient:

By: _____ Date: 9/16/25

Service Provider:

By: _____ Date: 7/25/2025

RESOLUTION OF BOARD OF EDUCATION

WHEREAS, four (4) BOCES (Onondaga-Cortland-Madison BOCES, Albany-Schoharie-Schenectady-Saratoga BOCES, Madison-Oneida BOCES and Broome-Tioga BOCES) have collaborated and entered into an Article 5 General Municipal Law intermunicipal arrangement for the purpose of improving vendor management and data security and privacy practices for school districts and/or BOCES statewide known as the RIC ONE Risk Operations Center (the "ROC");

WHEREAS, the Board of Education of the _____, through its affiliation with a locally based Regional Information Center, participates with the ROC and desires, for the 2025-2026 fiscal year, to authorize the ROC to enter into Data Privacy Agreements and related exhibits (DPAs) with vendors and third-party contractors that include the requirements of, and compliance with, New York State Education Law Section 2-d and Part 121 Regulations (collectively, "Ed Law 2d") related to student personally identifiable information (PII) and certain Teacher and Principal APPR data;

WHEREAS, the ROC also partners with NYSED, the Access4Learning Student Data Privacy Consortium (SDPC) and The Education Cooperative (TEC), to negotiate and approve Ed Law 2-d compliant DPAs;

WHEREAS, the DPAs are presented to school districts and/or BOCES for final execution and do not require the expenditure of funds beyond those budgeted; and

BE IT RESOLVED, Board of Education of the _____ authorizes the attorneys designated by the ROC to negotiate and approve of DPAs for software and/or technology resources; and,

BE IT FURTHER RESOLVED, the _____ Board of Education grants the ROC and its designated attorneys the authority to negotiate the terms and conditions of DPAs and take such actions so as to effectuate the purposes and intent of this resolution.

CERTIFICATION

It is hereby certified that the above motion was approved by the _____ Board of Education at its meeting, duly noticed, held on _____.

Dated _____, 2025

_____
Board Clerk

SLCS

DeZalia, Lisa <ldezalia@slwildcats.org>

Fwd: 25-26 SDPC BOE Resolution needed

1 message

Pemrick, Kemm <kpemrick@slwildcats.org> Wed, Sep 17, 2025 at 7:37 AM
To: Lisa DeZalia <ldezalia@slwildcats.org>

This will need to be in the board packet as a resolution as well

Kemm E. Pemrick
Superintendent of Schools
(518) 532-7164

Ask me about: The Anxious Generation: How the Great Rewiring of Childhood is Causing an Epidemic of Mental Illness by Jonathan Haidt

Schroon Lake Central School

---------- Forwarded message ---------
From: **NERIC Data Security Privacy** <dsp@neric.org>
Date: Tue, Sep 16, 2025 at 9:50 AM
Subject: 25-26 SDPC BOE Resolution needed
To:

Hello,

Just a friendly reminder that we are still looking for a copy of your 2025-2026 BOE Resolution. Please email a copy to dsp@neric.org.

Recently, the Chief Privacy Officer of the New York State Education Department ("NYSED"), sought to make New York Education Law 2-d contracting and negotiating easier for our school districts. As a result, an intermunicipal collaborative was created to improve vendor management, data security, and data privacy practices for school districts and BOCES statewide. This collaborative is known as the RIC One Risk Operations Center (the "ROC").

The attached resolution is provided so that your district may authorize the ROC to negotiate Data Privacy Agreements (DPAs) with vendors and third-party contractors on behalf of your school district. In order for your district to participate with the ROC, this resolution must be presented to, and approved by, your Board of Education. This process is similar to the annual resolution BOCES approved to participate in the Erie 1 NYS Instructional Technology Contract Consortium.

Once your district approves the resolution, and the ROC finalizes a DPA with a vendor, the district will be able to use the DPA as a part of a master service agreement. Currently, there are data privacy agreements associated with almost 900 products. Before executing a specific DPA, between your district and a vendor, your agency will have the opportunity to download and review the standardized DPA language specific to that agreement. Although, at this point, these

DPAs cannot be modified or adjusted, districts always have the opportunity to review each DPA with their legal counsel before signing and moving forward with each vendor.

By participating with the ROC, your district can benefit from the following:

- **Enhanced data privacy protection:** One of the ROC's purposes is to ensure the DPAs it negotiates are compliant with New York State Education Law Section 2-d and Part 121 Regulations, safeguarding student personally identifiable information (PII) and certain Teacher and Principal APPR data.
- **Reduced administrative burden:** The ROC, through its legal network and attorneys, will handle the negotiation and approval of DPAs, saving your district time and resources.
- **Access to expert guidance:** The ROC partners with NYSED, the Access4Learning Student Data Privacy Consortium (SDPC), and The Education Cooperative (TEC) to provide expert advice and support on data privacy matters.

We believe that this resolution is a valuable step towards protecting your students' privacy and ensuring the security of your district's data. Should you have additional questions regarding the ROC or this resolution, please contact your local Regional Information Center.

Please return a signed copy of the Resolution of Board of Education document to dsp@neric.org.

Thank you for your time and consideration.

Sincerely,

Dr. Michael J. Doughty

Assistant Superintendent

Northeastern Regional Information Center

Capital Region BOCES

900 Watervliet-Shaker Road

Albany, NY, 12205

(518) 862-5424

Michael.Doughty@neric.org

http://neric.org

DSP Team

NERIC Data Security & Privacy Team

(518) 862-5403

dsp@neric.org

Follow us on Twitter @DpsRic

25-26 ROC BOE RESOLUTION.docx
22K

BOE APPOINTS CERTIFIED TUTOR

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by _____to appoint Laura Corey as a certified tutor for the 2025-2026 school year. Ms. Corey will be compensated $45.00 per hour for tutoring

All Board members voted Yes- No- motion carried

BOE APPOINTS CERTIFIED SUBSTITUTE

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by _____to appoint Lisa Fabin as a certified substitute teacher for the 2025-2026 school year. Ms. Fabin will be compensated $135.00 per day.

All Board members voted Yes- No- motion carried

BOE APPOINTS NON CERTIFIED SUBSTITUTE

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by _____to appoint Mary Cameron as a non certified substitute teacher for the 2025-2026 school year. Ms. Cameron will be compensated $125.00 per day.

All Board members voted Yes- No- motion carried

BOE APPOINTS MUSICAL ACCOMPANIST

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by _____to appoint Tony Kosteki as the musical accompanist for the 2025-2026 school year. Mr. Kosteki will be compensated $30.00 per hour.

All Board members voted Yes- No- motion carried

BOE APPROVES MOA- LEAD COOK

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by _____to approve the MOA with CSEA regarding the lead cook position as presented.

All Board members voted Yes- No- motion carried

BOE APPROVES SERVICE AGREEMENT

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by _____to approve the service agreement with Jodi Facteau- St. Gelais as presented. Mrs. Facteau-St. Gelais will be compensated $2500.00 upon the completion of the independent evaluation.

All Board members voted Yes- No- motion carried

BOE APPROVES SERVICE AGREEMENT

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by _____to approve the resolution with the RIC ONE Operations Center. The resolution allows them to authorize the terms and conditions of Data Privacy Agreements.

All Board members voted Yes- No- motion carried

BOE APPROVES CVES HEALTH CONSORTIUM AGREEMENT

Upon the recommendation of Supt. Pemrick, a motion was made by _____, second by _____to approve the CVES Health Consortium Agreement resolution to govern the participation in the Agreement.

.All Board members voted Yes- No- motion carried

Schroon Lake Central School District

1125 U.S. Rt. 9 PO Box 338 Schroon Lake, N.Y. 12870
Phone (518) 532-7164 Fax (518) 532-0284

WHEREAS, the Board of Directors of the Clinton-Essex-Warren-Washington Health Insurance Consortium (the "Consortium") has prepared an Amended and Restated Municipal Cooperation Agreement (the "Amended MCA") to govern each district's participation in the Consortium; and to replace the 2019 agreement that currently governs Consortium operations; and

WHEREAS, the (Board of Education)/(Board of Cooperative Educational Services) has reviewed the Amended MCA and has concluded that it would be in the interests of the (School District)/(Board of Cooperative Educational Services) to remain a participant in the Consortium subject to the Amended MCA; now therefore, be it

RESOLVED, that the (School District)/(Board of Cooperative Educational Services) recognizes that effective January 1, 2026 its participation in the Consortium is to be bound by the Amended MCA; and it is further

RESOLVED, that (name of Superintendent or other authorized official) be and hereby is authorized and instructed to execute the Amended MCA on behalf of the (School District)/(Board of Cooperative Educational Services).

A motion was made by _____and seconded by _____to adopt the above resolution by the Board of Education of the Schroon Lake Central School District at a meeting on

September 25, 2025.

District Clerk

Board of Education

(Seal)

_____

Lisa DeZalia
September 25, 2025

CLINTON-ESSEX-WARREN-WASHINGTON
HEALTH INSURANCE CONSORTIUM

The CEWW Health Insurance Consortium continues to work toward a sustainable future for our health insurance plan. Through strong financial planning and investments, the CEWW Health Insurance Board of Directors has successfully built reserves that now position the plan to move to a self-funded arrangement for our prescription drug (RX) program.

Transitioning to a self-funded model under an Article 47 framework and the adjustments it allows our consortium to make are projected to save more than $15 million over three years. This approach provides greater cost stability, increased purchasing power, transparency, control over drug costs, access to additional governmental programs, maximizing rebates, and positions us well for a full self-funded model in the future.

To prepare for this change we must adopt a series of updates to the current Municipal Cooperative Agreement "MCA". These changes are designed to:

- Strengthen the long-term stability of the plan
- Ensure compliance with NYS Insurance Laws and regulations of CMS and DFS.
- Provide clarity and function of the Consortium's governing structure.

These revisions reflect our shared commitment to maintaining a high-quality, cost-effective health insurance program that serves the diverse needs of our members.

Current MCA Requirement

- Our current MCA Indicates that the document must be reviewed by the Board of Directors every five years and updated as necessary. The last update was completed in 2019.

Summary of the key changes:

Plan Design Flexibility

- Includes language to operate on a self-funded basis as a Municipal Cooperative Health Benefit Plan under Article 47 and obtain a Certificate of Authority.
- The ability to add additional benefit offerings under the Consortium.
- Clarification on the rate methodology statements to ensure long-term sustainability and the ability to accommodate an Employer Group Waiver Plan "EGWP" and other future programs to enhance sustainability, cost savings, and member programming to the Plan.

Board and Committee Design

- Amended MCA provides updates to the current practices and structure of the Consortium. Board of Directors, Executive Committee, Advisory Committee.
    - Clarifies roles Chief Fiscal Officer and Treasurer Roles
    - Addition of the role of the Advisory Committee and structure of the Executive Committee
    - Addition of the roles of the Benefits Coordination Office and required reporting.
    - Specifies the Attorney-In-Fact to assure correspondence is received
    - Meeting requirements and clarifies ratification and execution language

Reporting

- Lists specific reporting requirements needed for a Municipal Cooperative under Article 47

Withdrawal & Termination

- Clarifies rules on withdrawing from the Consortium and financial requirements of such a withdrawal.
- Added data protection language and confidentiality requirements
- Added language for DFS notification on termination of the Plan

Dispute Resolution

- Updated language for Alternative Dispute Resolution.
- Clarification of the procedures to follow in the event that changes to the MCA are required.

Next Steps: Board Approval of the Revised Municipal Cooperative Agreement

As we continue to move toward a sustainable future for our health insurance plan, the next step in this process is for each participating district's Board of Education to formally approve and adopt the revised Municipal Cooperative Agreement. **Due October 17, 2025**

- Each district will receive the finalized agreement and summary of changes.
- Boards are asked to review the document and place it on an upcoming meeting agenda for official action.
- Once approved, each district should submit a certified copy of the resolution or board minutes confirming adoption to the Recording Secretary Jessie Moulton by October 17, 2025.

This step is essential to ensure full compliance and participation under the updated agreement, which reflects our collective efforts to maintain a sustainable, flexible, and cost-effective health insurance program for all members, school districts, and BOCES.

For questions, assistance with the approval process, or to request a copy of the resolution template, please contact Vicki Giroux – Benefits Director at 518-957-2214 or Giroux_vicki@cves.org

GLEASON, DUNN, WALSH & O'SHEA
Attorneys at Law

300 Great Oaks Boulevard, Suite 321
Albany, NY 12203
(p) 518 432 7511 (f) 518 432 5221

Richard C. Reilly, Principal
rreilly@gdwo.net / www.gdwo.com

MEMORANDUM

TO: **BOARD OF DIRECTORS, CLINTON-ESSEX-WARREN-WASHINGTON HEALTH INSURANCE CONSORTUIM**

CC: **VICKI DEMARSE-GIROUX, BENEFITS DIRECTOR**
VANESSA FLYNN, VICE-PRESIDENT & SR. CONSULTANT -- SEGAL

FROM: **RICHARD C. REILLY, ESQ.**

DATED: **SEPTEMBER 16, 2025**

RE: **AMENDED AND RESTATED MUNICIAPL COOPERATION AGREEMENT**

Enclosed for your consideration is the Amended and Restated Municipal Cooperation Agreement ("Agreement") that the Board of Directors unanimously recommended be adopted for the Clinton-Essex-Warren-Washington Health Insurance Consortium (the "Consortium"). The Board of Directors is asking that the Board of Education for each participating school district act on the Agreement by October 17, 2025.

As we have discussed, many of the revisions that are reflected in the proposed Agreement are intended to ensure that—in the event the New York State Department of Financial Services ("DFS") grants the Consortium a Certificate of Authority to offer some or all of its health benefits as a Municipal Cooperative Health Benefit Plan ("MCHBP") under Article 47 of the New York State Insurance Law—its Municipal Cooperation Agreement (the "Agreement") is compliant with Article 47. Some amendments are intended to confirm that the provisions of the Agreement are consistent with the manner in which the Cooperative's operations have evolved over the years. Others are simply intended to reorganize the document in a more logical manner; use certain terminology more consistently; and clarify several provisions.

To make the revisions that are being proposed as easy to track and understand as possible, we are also enclosing a "redline" of the Cooperative's existing (2019) "Second" Amended and Restated Municipal Cooperation Agreement. Please note, however, that where we have simply updated the formatting of the document, we have not tracked those amendments. Similarly, to avoid confusion between any substantive and non-substantive changes that we recommend, we do not show (through redlining) those few instances where we have reordered Sections—so that

Sections relating to the same topic (such as the "Board of Directors" and "Officers" of the Consortium) appear together. A summary of the proposed amendments is as follows:

With respect to the "WHEREAS" clauses (taken from "Section A. Purposes" of the existing Agreement), we have added language that sets forth the basis for the Consortium's authority to operate an MCHBP under Article 47. We have also defined several terms that are used throughout the Agreement; and attempted to clarify some of the other provisions.

Article 1 (previously, "B. Participants") is amended to correctly reference the "Consortium"—as opposed to the health benefit "Plan(s) that it makes available to its Participants. In addition, a reference to representation on the Board of Directors is eliminated because it is duplicative of other language in the Agreement. (See, Section 3.1).

Article 2 (previously, "C. Participants' Liability) is amended to recognize that the benefits offered through the Consortium are not limited to "medical, surgical, hospital and prescription drug benefits." (We understand that the Consortium currently offers Employee Assistance Program benefits, for example). In addition, language that is required under Article 47 is added—to make clear that each Participant is liable for its pro-rata share of obligations of the Consortium (incurred during its period of participation); and that DFS may order an additional Assessment if there is a shortfall.

Article 3 (previously, "D. Board of Directors") is amended to clarify representation on the Board of Directors. In accordance with Insurance Law Sections 4705(a)(8) and 4705(c)(1), language is added to make clear that unions representing covered employees "shall establish and agree to the procedures by which" their representation on the Board of Directors is selected. Several sections are consolidated or moved (for deleted Section 3.4, for example, see new Section 9.3; for deleted Section 3.7, see new Section 3.4). In addition, language is added to clarify the manner in which Meetings can be called or conducted (including by video conferencing).

Article 4 (previously, "F. Special Action By the Board") is amended to create a new Section 4.1, which sets forth the *discretionary* authority of the Board of Directors. Again, language is revised, consolidated and/or moved for clarity. (For deleted Section 4.1(c), see new Section 5.4). And Sections 4.1(p) and (q) are added to make clear the Board of Directors' plenary power to take actions that are necessary to operate the Consortium in accordance with applicable law.

In addition, Article 4 is also amended to add a new Section 4.2. This Section sets forth a number of actions that the Board of Directors will be *required to take* in the event the Consortium is issued a Certificate of Authority to operate an MCHBP. Although several of the actions are similar to actions that the Board of Directors *may* take under Section 4.1, in the context of an MCHBP, organized and operated under Article 47 of the Insurance Law, the actions are mandatory.

Article 5 (previously, "G. Officers") is amended to provide additional clarity regarding the roles and responsibilities that the Officers of the Consortium have (including the Treasurer and Recording Secretary). In addition, language is added to make clear that the Chief Fiscal Officer and Treasurer should be BOCES employees; and that both should be bonded. Language regarding

the Consortium's lack of employees is moved to a new Section 21.1—because it is applicable to all persons assisting in the operation of the Consortium, not just Officers.

Article 6 (previously, "J. Chief Fiscal Officer") is amended to clarify several provisions and add specific references to the Treasurer. The authority of the Chief Fiscal Officer to invest the Consortium's assets is confirmed. In addition, language is added to make clear that the Chief Fiscal Officer is obligated to assist with the preparation of any Reports that are required—pursuant to either the Agreement or, in the event a Certificate of Authority is issued, Article 47.

Article 7 (previously, "E. Executive Committee") is amended to broaden the membership on the Executive Committee. In particular, additional Chief School Officers and a Labor Representative—all with authority to vote and/or approve actions by the Executive Committee—are added.

Article 8 is added to specifically reference the Advisory Committee—and to set forth, in general terms, the Advisory Committee's role and responsibilities in connection with the operation of the Consortium. Additional details concerning the Advisory Committee, and the manner in which it functions, are intentionally left to the Consortium's Bylaws and any Memoranda of Understanding that are entered into.

Article 9 (previously, "H. Plan Administrator") is amended to note that in addition to a "Plan Administrator" (such as Anthem), the Consortium may also retain other "Consultants" (such as Siegel Co.) to assist with the administration of the Consortium and it benefit Plan(s). Language that had previously appeared under Article 3 (Board of Directors) is added.

Article 10 (previously, "I. Attorney-In-Fact") is amended to specify that the Superintendent of BOCES shall be the Attorney-In-Fact for the Consortium. This ensures that the Consortium will have an Attorney-In-Fact—as required for an MCHBP—even if the Board of Directors does not formally appoint one.

Article 11 (previously, "K. Premium Calculations/Payment") is amended to recognize that in the event a Certificate of Authority is issued, the Consortium's rate methodology will be subject to review and approval by DFS. Specific definitions for the Consortium's current premium rate categories are eliminated—to allow the Board of Directors to implement any agreed-upon changes (for example, to accommodate "EGWP") that are necessary. In addition, reference is made to reserves and stop-loss insurance that may be required (rather than discretionary) for a MCHBP.

Article 14 (previously, "N. Reporting") is amended to specify certain Reports—described in a new Section 14.2—that will be required in the event a Certificate of Authority to operate an MCHBP is issued. Although these Reports are similar to reports that the Board of Directors has already historically generated, the Reports are mandatory under Article 47. In addition, Article 47 sets forth a number of specific requirements for the distribution of the Reports that the new Section 14.2 addresses.

Article 15 (previously, "O. Withdrawal of Participant") is amended to confirm that in the event a Participant school district decides to withdraw from the Consortium, it must withdraw all of its bargaining units and employees. It is not permitted to withdraw on a piece-meal basis. In

addition, language is added to make clear that a withdrawing Participant is entitled to reports and data, as approved by the Board of Directors; and that such data shall be safeguarded to address any Protected Health Information.

Article 16 (previously, "P. Termination") is amended to state that in the event the Board of Directors determines to terminate the Consortium's operations—after a Certificate of Authority has been issued by DFS—it will need to notify DFS and submit a plan for that termination. In addition, a new Section 16.3 is added to permit the Board of Directors (by ¾ vote) to expel a Participant from the Consortium under certain limited circumstances.

Article 18 (previously, "R. Records") is amended to recognize the right of employees, retirees and dependents who are covered by the Consortium's Plan(s) to confidentiality in their medical records. This language is specifically required in the event a Certificate of Authority is issued by DFS.

Article 19 (previously, "S. Alternative Dispute Resolution ("ADR")") is amended to eliminate the references to alternative dispute resolution—and require that any dispute, that cannot be mediated, be resolved in the Supreme Court, Clinton County. We have found that alternative dispute resolution may not present the cost savings and efficiencies that it once did. In addition, the lack of a right to appeal from an adverse decision is concerning.

Article 20 (previously, "T. Changes to Agreement") is amended to require that any changes to the Agreement be approved by the participating districts—not just the Board of Directors. Currently changes only require a two-thirds (2/3) vote of the Board,

Finally, new Articles 21 and 22 are added to incorporate several general terms that apply to the Agreement and the Consortium's operations. In addition, the requirements for approval, ratification and execution of the Agreement or specified.

Please let us know if you have any questions or comments regarding this proposed Agreement—and the changes to the existing document that we recommend. Please also feel free to pass along my contact information to the attorney representing your Participant school district. We would be happy to speak with them directly.

AMENDED AND RESTATED MUNICIPAL COOPERATION AGREEMENT

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

all of which are referred to as "Participants

WITNESSETH:

WHEREAS, Article 5-G of the New York State General Municipal Law (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; and

WHEREAS, Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan; and

WHEREAS, 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;

WHEREAS, Article 47 of the New York State Insurance Law (the "Insurance Law"), and the rules and regulations of the New York State Department of Financial Services (the "DFS") set forth certain requirements for governing self-insured municipal cooperative health insurance plans; and

WHEREAS, Section 4702(f) of the Insurance law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and

WHEREAS, the Participants in this Agreement have determined to their individual satisfaction that furnishing some or all of the health benefits they offer (including, but not limited to, medical, surgical, hospital and prescription drug benefits) to 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 those eligible officers, employees and retirees (referred to collectively as "Enrollees"), through a municipal cooperative that is organized and operated for the purpose of purchasing group health insurance and/or self-insuring for some or all of those

benefits is in their best interests and more cost-effective and efficient than providing the benefits on their own; and

WHEREAS, the Participants having designated themselves as the Clinton-Essex-Warren-Washington Health Insurance Consortium (the "Consortium"), wish to reflect the current relationship of their respective municipal corporations and the relationship of the Consortium with the Clinton-Essex-Warren-Washington BOCES; and are executing this agreement to restate and clarify certain terms of previous Agreements they have signed, in order to reflect changes they have agreed upon and to comply with certain New York State Laws; and

WHEREAS, the Participants wish to continue to provide health benefits to their respective Enrollees, subject to the eligibility requirements set forth in this Agreement; the benefit plan(s) (the Plan(s)") offered by the Consortium; any applicable "Certificate of Coverage" under a group health insurance policy offered through the Consortium; any policies and procedures of the Board of Directors; and, as applicable, each Participant's respective Collective Bargaining Agreements and/or personnel policies and procedures.

NOW, THEREFORE, the Participants agree as follows:

1. PARTICIPANTS

1.1 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 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.

1.2 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(s) offering(s) 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 15 herein on the next June 30th; or be subject to a "Risk Charge" as determined by the Board of Directors.

1.3 Initial membership of additional Participants in the Consortium shall become effective on the 1st day of the calendar month following the adoption by the Board of Directors of the resolution to accept the entity as a Participant.

1.4 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 in the Consortium subject to satisfactory proof, as determined by the Board of Directors, of the Participant's financial responsibility. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.

1.5 An employer who was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Consortium, may apply for re-entry after a minimum of three (3) 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 Consortium, the employer must have satisfied in full all of its outstanding financial obligations to the Consortium. Furthermore, such employer must agree to continue as a Participant for a minimum of three (3) years upon re-entry. Failure to comply with the three-year participation requirement for a Participant who reenters the Consortium, will result in a monetary penalty equal to twenty-five percent (25%) of the Participant's most recent annualized premium contribution to the Consortium. Said penalty is non-negotiable and is not subject to waiver or amendment by the Board of Directors.

1.6 In the event two (2) or more Participants undertake merger, consolidation or annexation in accord with the New York State Education Law, the District formed by such action shall be deemed a Participant as of July 1st of the calendar year such action becomes effective, and any Districts dissolved as a result of such action shall cease to be a Participant on June 30th of that same year. Under such circumstances, Section 15 of this Agreement shall be superseded and any pro rata share of a Consortium surplus or deficit that may be due to the dissolving Districts shall be transferred to the new Participant.

2. PARTICIPANT LIABILITY

2.1 The Participants shall share in the costs of, and assume the liabilities for benefits (including, but not limited to medical, surgical, hospital and prescription drug benefits) provided under the Plan(s) offered through the Consortium to Enrollees. Each Participant shall pay on demand such Participant's share of any assessment ordered by the Consortium Board of Directors as outlined in Section 11 of this Agreement or as ordered by the Superintendent of DFS under Article 74 of the Insurance Law. The pro rata share shall be based on the Participant's cumulative "premium" contribution to the Consortium as a percentage of the total cumulative "premium" contribution to the Consortium during the Participant's period of participation.

2.2 Any new Participant that joins the Consortium may also be subject to additional financial assessments in addition to standard premium contributions to the Consortium, as determined by the Board of Directors, in its sole discretion. Any such additional financial obligations and any related terms and conditions associated with participation in the Consortium shall be determined by the Board of Directors; and shall be disclosed to the new Participant prior to its admission.

2.3 Each Participant shall also be liable, on a pro rata basis, for any additional assessment that may be required in the event the Consortium funding falls below those levels required by the Insurance Law.

(a) In the event the Consortium does not have admitted assets (as defined in Insurance Law § 107) at least equal to the aggregate of its liabilities, reserves and minimum surplus required under any applicable section of the Insurance Law, the Board of Directors shall, within thirty (30)

days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro rata share of such assessed amount.

(b) Each Participant that participated in the Consortium at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board of Directors shall, if notified of the Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance. This provision shall survive termination of the Agreement of withdrawal of a Participant.

(c) For purposes of this Section 2.3, a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

3. BOARD OF DIRECTORS

3.1 The governing body of the Consortium, responsible for management, control and administration of the Consortium and the Plan(s) that it offers, shall be a Board of Directors, composed of one representative of each Participant, who shall be the Chief School Officer of each Participant, plus a slate of up to four (4) Directors representing unions (the "Unions") which are the exclusive collective bargaining representatives of employees covered by the Plan(s) (collectively "Labor Representatives"). The Unions shall establish and agree to the procedures by which the Labor Representatives are selected.

3.2 Members of the Board of Directors shall receive no remuneration from the Consortium and shall serve a term from July 1st through June 30th (the "Plan Year").

3.3 No individual shall be the representative of more than one Participant. In the event one individual serves as the Chief School Officer for more than one Participant, 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.

3.4 Each member of the Board of Directors shall be entitled to one vote. A simple majority (more than half) of the entire Board of Directors when there are no vacancies shall constitute a quorum. A quorum is required for the board to conduct any business. A majority of the entire Board of Directors, not simply those present, is required for the board to take any official action.

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

3.6 The Board of Directors shall meet on a regular basis (usually quarterly), but no less than once annually at a time and place in the Clinton-Essex Warren-Washington BOCES region designated by the Chairperson.

3.7 Special meetings of the Board of Directors may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) days' notice to all other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) days' notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.

3.8 While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may, if appropriate video conferencing technology that allows for real time audio and visual participation and voting is available and remote participation is approved by the Chairperson, attend a meeting utilizing the approved technology. Under such circumstances, any Director(s) participating remotely shall count towards a quorum and be entitled to vote.

3.9 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 Recording Secretary. Upon notification by the Recording Secretary that written approvals have been received from each Director, 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.

4. AUTHORITY AND OBLIGATIONS OF THE BOARD OF DIRECTORS

4.1 In addition to any other powers given to it under this Agreement or the Insurance Law, the Board of Directors shall *have the specific authority to take action on* the following matters:

(a) To fill any vacancy in any of the Officers of the Consortium.

(b) To fix the frequency, time, and place of regular meetings of the Board of Directors and any special meetings that are scheduled in advance.

(c) To approve an annual budget for the Consortium, prior to April 1st of each year, and determine the annual premium equivalent to be paid by each Participant for each Enrollee classification in any Plan(s) offered by the Consortium.

(d) To notify each Participant by April 1st of each year of the monthly premium equivalent for each Enrollee classification during the next fiscal year commencing the following July 1st.

(e) To audit receipts and disbursements of the Consortium and provide for independent audits, and periodic financial and operational reports to be provided to Participants.

(f) To approve the benefits provided by any Plan(s) offered by the Consortium as well as any plan document(s), insurance certificate(s), and/or summary plan description(s).

(g) To select any Plan Consultant and/or Administrator for the upcoming Plan Year (prior to April 1st of each year) and to annually review the performance of any Plan Consultant and/or Administrator.

(h) To review, consider and act on any recommendations made by any Plan Consultant and/or Plan Administrator.

(i) To establish administration guidelines for the efficient operation of the Consortium and the Plan(s) that it offers.

(j) To establish financial regulations for the entry of new Participants into the Consortium consistent with all applicable legal requirements and this Agreement.

(k) 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 Consortium and the Plan(s) that it offers.

(l) To determine each year the insurance carrier or carriers, if any, who are to provide the stop-loss or other insurance coverage(s) during the next year, if applicable.

(m) To designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in the State of New York, duly chartered under federal law or the laws of New York and insured by the Federal Deposit Insurance Corporation, or any successor thereof.

(n) To designate annually an individual, who serves on the Board of Directors, to serve as the Consortium's Heath Insurance Portability and Portability Act ("HIPPA") Compliance Officer.

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

(p) To take all necessary action to secure and maintain any necessary Certificate of Authority required for the Consortium.

(q) To take any other action that is necessary to ensure that the Consortium is operated and administered in accordance with applicable law; and to accomplish the purposes of this Agreement.

4.2 In the event the Consortium is issued a Certificate of Authority by DFS to operate a Municipal Cooperative Health Benefit Plan ("MCHBP") in accordance with Article 47 of the Insurance Law the Board of Directors shall also *be required to act on* the following matters, subject to the voting and quorum requirements set forth in this Agreement:

(a) To approve an annual budget for the MCHBP, which shall be prepared and approved prior to April 1st of each year, and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in any Plan(s) offered by the MCHBP, in accordance with Insurance Law § 4705(d)(5). (Premium equivalent rates shall be calculated using a community rating methodology that is filed with. and approved by, DFS.)

(b) To audit receipts and disbursements of the MCHBP and provide for independent audits and periodic financial and operational reports to Participants, in accordance with Insurance Law § 4705(e)(1).

(c) To establish a joint fund or funds to finance all MCHBP expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses, in accordance with Insurance Law § 4705(d)(4).

(d) To designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in the State of New York, duly chartered under federal law or the laws of New York and insured by the Federal Deposit Insurance Corporation, or any successor thereof, in accordance with Insurance Law § 4705(d)(5).

(e) To select and approve the benefits provided by any Plan(s) offered by the MCHBP as well as the plan document(s), insurance certificate(s) and or summary plan description(s) in accordance with Insurance Law § 4709.

(f) To contract with third parties, if appropriate, which may include one or more Participant(s), for the furnishing of all goods and services reasonably needed for the efficient operation and administration of the MCHBP, (such as accounting services; legal counsel; contract administration services; consulting services; the purchase of insurance and actuarial services; etc.), in accordance with Insurance Law § 4705(d)(2). (The charges, fees and other compensation for any such contracted services shall be clearly stated in a written administrative services contract, as required in § 92-a(6) of the General Municipal Law; payment for contracted services shall be made only after such services are rendered; and all such agreements shall otherwise comply with the requirements of the General Municipal Law).

(g) To purchase, as necessary, stop-loss insurance on behalf of the MCHBP and determine each year the insurance carrier or carriers who are to provide the stop-loss insurance coverage during the next fiscal year, in accordance with Insurance Law §§ 4707 and 4705(d)(3).

(h) To choose a certified public accountant and an actuary to provide the reports required by this Agreement and any applicable law, in accordance with Insurance Law § 4705(e)(1).

5. OFFICERS

5.1 The Board of Directors shall elect annually from its Members a Chairperson, Vice-Chairperson and Secretary—who shall each serve for a term of one (1) year or until their successors are elected and qualified. The Chief Fiscal Officer of the Consortium shall be the Deputy Superintendent of Clinton-Essex-Warren-Washington BOCES (or another BOCES employee designated by the Board of Directors); and the Treasurer of the Consortium shall be the Treasurer of Clinton-Essex-Warren-Washington BOCES. Any vacancy in an officer's position shall be filled at the next meeting of the Board of Directors.

5.2 The Chairperson shall be the Chief Executive Officer of the Consortium and shall preside at all meetings of the Board. In the absence of the Chairperson, the Vice-Chairperson shall perform all duties related to that office.

5.3 The Secretary shall have overall responsibility for the custody of all reports, statements and other documents of the Consortium, which shall be maintained at Clinton-Essex-Warren-Washington BOCES, and ensure that minutes of each Board meeting are taken and transcribed by the Recording Secretary.

5.4 The Board of Directors shall also designate a recording secretary ("Recording Secretary"). Except as otherwise set forth herein, the Recording Secretary's duties shall be determined by the Secretary to whom they/them will report.

5.5 Officers shall serve at the pleasure of the Board of Directors and may be removed or replaced upon a two-thirds (2/3) vote of the entire Board of Directors. Officers shall serve without compensation from the Consortium.

6. CHIEF FISCAL OFFICER; TREASURER

6.1 The Chief Fiscal Officer shall act as fiscal officer of the Consortium and disbursing agent for all payments made by the Consortium, including any Plan(s) that it offers, and shall have custody of all monies either received or expended by the Consortium.

6.2 Except as otherwise set forth herein or determined by the Board of Directors, the Treasurer shall work at the direction of, and report to, the Chief Fiscal Officer.

6.3 Neither the Chief Fiscal Officer nor the Treasurer shall receive remuneration from the Consortium, except that the Consortium will reimburse Clinton-Essex-Warren-Washington

BOCES for the reasonable expenses incurred in connection with the performance of their respective duties that relate to the Consortium .

6.4 All monies collected by the Chief Fiscal Officer relating to the Consortium, shall be pooled and administered as a common fund. The Chief Fiscal Officer shall, subject to the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Board of Directors.

6.5 Both the Chief Fiscal Officer and Treasurer shall be bonded for all monies received from the Participants or any other sources. 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 and as may be required by DFS.

6.6 All monies collected from the Participants by the Chief Fiscal Officer in connection with the Consortium 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.

6.7 The Chief Fiscal Officer may invest money not required for immediate expenditure in the types of investments specified in the General Municipal Law for temporary investments or as otherwise expressly permitted by DFS.

6.8 The Chief Fiscal Officer shall account for the Plan's reserve funds separate and apart from all other funds of the Consortium, 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 Consortium'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.

6.9 The Chief Fiscal Officer shall prepare, or assist with the preparation of, as the case may be, the Reports that are required to be presented to the Board of Directors and made available to the Participants pursuant to Section 14.1 of this Agreement.

6.10 In the event the Consortium is issued a Certificate of Authority by DFS to operate an MCHBP, the Chief Fiscal Officer shall prepare, or assist with the preparation of, as the case may be, the Reports that are required to be furnished to the Participants and any unions which are the exclusive bargaining representatives of Enrollees, and filed with DFS, pursuant to Section 14.2 of this Agreement.

7. EXECUTIVE COMMITTEE

7.1 The Executive Committee of the Consortium shall consist of the Chairperson; the Vice-Chairperson; the Chief Fiscal Officer; the three (3) longest tenured (with contiguous service) Chief School Officers on the Board of Directors (other than the Chairperson and/or Vice Chairperson); the longest tenured (with contiguous service) Labor Representative on the Board of Directors (other than the Chairperson and/or Vice Chairperson); and the longest tenured school business official of a Participant serving on the Advisory Committee (with contiguous service). In the event of a tie in tenure such that more than one (1) person is eligible for a position on the Executive Committee, the Board of Directors shall select the member of the Executive Committee from among the tied Chief School Officers, Labor Representatives or school business officials.

7.2 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, regarding financial matters (such as annual rate and budget adjustments), appeals and eligibility issues/matters, which may be recommended by consensus.

7.3 The Executive Committee shall manage 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.

8. ADVISORY COMMITTEE

8.1 There shall be an Advisory Committee of the Consortium appointed by the Board of Directors. The role of the Advisory Committee shall be to facilitate communication and the distribution of information concerning the Consortium and any Plan(s) that it offers to Enrollees. The Advisory Committee shall have no decision-making authority concerning the operation of the Consortium or its Plan(s), but may be asked to review changes concerning Plan(s) design and structure; and provide recommendations to the Board of Directors and Executive Committee.

9. PLAN ADMINISTRATOR; CONSULTANTS

9.1 The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, will designate an administrator and/or insurance company to assist with the administration and management of the Plan(s) offered by the Consortium and such other service provider(s) as are deemed necessary and determined by the Board of Directors to be qualified to receive, investigate, and recommend or make payment of claims.

9.2 Charges, fees and other compensation for any contracted services to a plan administrator or other consultant 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.

9.3 No member of the Board of Directors, or any member of such member's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Consortium. All contracts for a contract administrator shall conform to the requirements of Section 92-a(6) of the General Municipal Law.

10. ATTORNEY-IN-FACT

10.1 There shall be an "Attorney-in-Fact" for the Consortium who is authorized to 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. The Attorney-in-Fact shall be the District Superintendent of Clinton-Essex-Warren-Washington BOCES.

11. PREMIUM CALCULATIONS/PAYMENT

11.1 The annual premium equivalent rates shall be based on a community rating methodology within the Consortium approved by the Board of Directors.

11.2 The Consortium shall maintain reserves and/or stop-loss insurance to the level and extent as required by Insurance Law § 4706 (in the event the Consortium is issued a Certificate of Authority by DFS to operate a MCHBP) and as otherwise determined by the Board of Directors in consultation with and based on the recommendations of the Executive Committee and any plan consultant retained by the Board of Directors.

11.3 Unless modified or waived by the Board of Directors, each Participant's monthly premium equivalent, by Enrollee classification, shall be paid by the 15th day of each calendar month during the Consortium's fiscal year (July 1st - June 30th). A late payment charge of one percent (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 (60) days of the due date shall be a basis for determination of exclusion from the Consortium.

11.4 The Board of Directors has the power to, and shall to the extent required by law, 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 thirty (30) days of billing.

11.5 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.

12. EMPLOYEE CONTRIBUTIONS

12.1 If any Participant requires an Enrollee's contribution for benefits provided by the Consortium, 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.

13. ADDITIONAL BENEFITS

13.1 Any Participant providing more benefits, coverages, or enrollment eligibility other than those provided through the Consortium, may do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility; and the additional benefits and the payment for such additional benefits, shall not be part of any Plan(s) offered through the Consortium and shall be administered solely by and at the expense of the Participant.

14. REPORTING

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

(a) Annually, after the close of the Consortium's fiscal year but not later than December 31st:

(i) a report developed by the Consortium and its consultants showing the financial condition and affairs of the Consortium and any Plan(s) that it offers, 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 Consortium and its Plan(s).

(ii) an independent actuarial opinion on the financial soundness of the Consortium and any Plan(s) that it offers, including the contribution or premium equivalent rates and reserves, both as paid in the current year and projected for the next fiscal year.

(iii) At least two (2) times per year, a report by the Chief 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 Consortium and any Plan(s) that it offers as of the most recent Quarter. Such reports will include a Treasurer's Report and a Trial Balance Report.

14.2 In the event the Consortium is issued a Certificate of Authority by DFS to operate an MCHBP, the Board of Directors, through its officers, agents or delegates (including the Clinton-Essex-Warren-Washington BOCES Benefits Coordination Office), shall ensure that the following reports are prepared, furnished and filed, as necessary (including to Participants, unions which are the exclusive collective bargaining representatives of Enrollees and DFS):

(a) Annually after the close of the fiscal year, but not later than one-hundred twenty (120) days after the close of the fiscal year, a report showing the financial condition and affairs of the MCHBP, including an annual independent financial audit statement and independent audit opinion, as of the end of the preceding fiscal year.

(b) Annually after the close of the fiscal year, a statement and independent actuarial opinion on the financial soundness of the MCHBP and any Plan(s) that the MCHBP offers, including with respect to the contribution or premium equivalent rates and reserves, both as paid in the current fiscal year and projected for the next fiscal year.

(c) Annually after the close of the fiscal year, a report of the MCHBP and its condition. Said report shall also be made available for review to all Enrollees.

(d) Within forty-five (45) days of the end of each quarter during a fiscal year, a report describing the Consortium's then current financial status, which report is to be filed with DFS within that same timeframe.

(e) A report describing any material changes in any information originally provided in the Certificate of Authority. Such reports, in addition to the reports described above, shall be filed with DFS and in such form, and containing such additional content, as may be required by DFS.

15. WITHDRAWAL OF PARTICIPANT

15.1 Withdrawal of a Participant, or a collective bargaining unit or an employee group of a Participant, from the Consortium shall be effective only once annually on the last day of the Consortium's fiscal year.

15.2 Notice of Intention 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 30th. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another fiscal year, unless the Board of Directors shall consent to such withdrawal by a two-thirds (2/3) vote.

15.3 Any withdrawing Participant shall be responsible for its pro rata share of any deficit of the Consortium. The withdrawing Participant shall be entitled to any pro rata share of surplus that may exist on the date of the withdrawal. Any surplus or deficit of the Consortium shall be based on the sum of actual expenses and the estimated liability of the Consortium as determined by the Board of Directors. These expenses and liabilities will be determined one (1) year after the end of the fiscal year in which the Participant last participated.

15.4 The surplus or deficit shall 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 Consortium as a percentage of the total cumulative premium contributions to the Consortium during the period of participation. This percentage amount may then be applied to the surplus or deficit attributable to the period of time the Participant was a Participant in the Consortium. Any pro rata surplus amount due the Participant will be paid to the Participant one (1) year after the effective date of the withdrawal. Any pro rata deficit amount will be billed to the Participant by the Consortium one (1) year after the effective date of the withdrawal and shall be due and payable within thirty (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 .

15.5 Withdrawing Participants shall be provided with reports and data as deemed necessary and prudent by the Board of Directors to facilitate the transition. Appropriate safeguards and/or agreements may be necessary prior to the issuance of any reports and/or data which may be considered to be Protected Health Information ("PHI") as defined by HIPPA.

16. TERMINATION; PERIODIC REVIEW; EXPULSION

16.1 The Board of Directors may at any time, by two-thirds (2/3) vote of the entire Board of Directors, determine that the Consortium shall be dissolved and terminated. If such a determination is made, the Board of Directors shall develop a plan for winding down the Consortium's affairs in an orderly manner designed to result in timely payment of all benefits.

(a) Upon the determination to dissolve the Consortium at a time when it has been issued a Certificate of Authority by DFS to operate an MCHBP, the Board of Directors shall provide prompt notice of its determination to DFS; and submit its plan for winding down the Consortium's affairs to DFS for approval.

(b) Upon termination of this Agreement, or the Consortium, each Participant shall be responsible for its pro rata share of any Consortium deficit or shall be entitled to any pro rata share of surplus that may exist, after the affairs of the Consortium are closed. No part of any funds of the Consortium shall be subject to the claims of general creditors of any Participant until all Plan benefits and other Consortium obligations have been satisfied. The Consortium's surplus or deficit shall be based on actual expenses. These expenses will be determined one (1) year after the end of the fiscal year in which this Agreement or the Consortium terminates.

(b) 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 Consortium as a percentage of the total cumulative premium contributions to the Consortium 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 Consortium.

16.2 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 (5th) anniversary of the Effective Date and on each fifth (5th) 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 1st 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.

(c) As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section 19 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 a special meeting shall be held on or before July 1st preceding the Review Date.

(d) Notwithstanding the foregoing, if at the Annual Meeting following any scheduled Review Date the Board of Directors 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.

16.3 The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Consortium.

(a) In the event the Board of Directors determines that: (i) a Participant has acted inconsistently with the provisions of this Agreement in a way that threatens the financial well-being or legal validity of the Consortium; or (ii) a Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Consortium, or toward any individual Participant concerning matter relating to the Consortium, the Board Directors may vote, by seventy-five percent (75%) of the

Directors, to conditionally terminate said Participant's membership in the Consortium.

(b) Upon such a finding, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board of Directors. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board of Directors may expel the Participant by a second affirmative vote of seventy-five percent (75%) of the Participants (exclusive of the Participant under consideration).

(c) Any liabilities associated with the Participant's departure from the Consortium under this provision shall be determined by the procedures set forth in Section 15 of this Agreement.

17. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS

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

(a) 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.

(b) The Participant understands and acknowledges that the duly authorized decisions of the Board of Directors constitute the collective will of each of the signatory municipal corporations as to those matters within the scope of this Agreement.

(c) The Participant understands and acknowledges that the decisions of the Board of Directors made in the best interests of the Consortium may on occasion temporarily disadvantage one or more of the individual Participants.

(d) The Participant represents and warrants that its designated Board Member understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which the Consortium operates.

(e) 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 of Directors 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 and Secretary 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 of Directors.

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

18. RECORDS; CONFIDENTIALITY

18.1 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, Secretary, Recording Secretary and Chief Fiscal Officer. Each request will be responded to in a reasonable time frame and shall include all information which can be legally shared.

18.2 Nothing contained in this Agreement shall be construed to waive any right an Enrollee possesses with respect to the confidentiality of medical records. Such right may only be waived upon the written consent of such Enrollee.

19. DISPUTE RESOLUTION

19.1 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 Consortium 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 19 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.

19.2 Disputes subject to Dispute Resolution. Any disputes by any Participant arising out of or relating to a contention that:

(a) The Board of Directors, the Board of Director's designated agents, or any Participant has failed to adhere to the terms and conditions of this Agreement;

(b) The Board of Directors, the Board of Director'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 procedure set forth in paragraph 19.3 below.

19.3 Dispute Resolution Procedure. Any dispute subject to Dispute Resolution, as described in subparagraph 19.2, shall be resolved exclusively by the following procedure:

(a) Board of Directors Consideration: Within ninety (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 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 sixty (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 of Directors in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.

(ii) Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board of Directors 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 of Directors. The Board of Directors 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 of Directors shall vote on whether the claimant has a valid claim, and if so, what the fair resolution should be. The Board of Director's determination shall be deemed final, subject to the claimant's right to arbitrate as set forth below.

(b) Litigation: The Claimant may challenge any Board of Directors decision under subparagraph 19(3)(a)(ii) by commencing an action in New York State Supreme Court, Clinton County, within thirty (30) days of the Board of Director's vote (a "Demand"). In the event a claimant shall fail to commence an action within thirty (30) days, the Board of Director's decision shall automatically be deemed final and conclusive. In the event the Participant commences a timely action, the Supreme Court may consider the claim; provided however,

(i) In no event may the Court review any action taken by the Board of Directors that occurred three (3) or more years prior to when the Chairperson received notice of the claim; and

(ii) In no event may the Court award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

20. CHANGES TO AGREEMENT

20.1 Any change or amendment to this Agreement may be made upon the approval of each of the Participants, whose approval requires a majority vote of the entire governing body of the Participant.

20.2 Adding or substituting Participants in accord with the terms of this Agreement shall not be a change to this Agreement, notwithstanding the fact that the named Participants shall change.

21. MISCELLANEOUS PROVISIONS

21.1 This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Consortium. This instrument supersedes any previous Agreement, whether oral or written.

21.2 No member of the Board of Directors, Officer of the Consortium, employee of any Participant or employee of any third-party vendor, shall be deemed an employee 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.

21.3 Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purpose of this Agreement.

21.4 If any Article, Section, Subdivision, Paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such Article, Section, Subdivision, Paragraph sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this

Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

21.5 This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section 19(3)(b), except to the extent otherwise limited therein, shall be governed by New York substantive law.

21.6 All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.

21.7 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the Resolution of the legislative body approving this Agreement and authorizing its execution.

21.8 The provisions of Section 19 shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Consortium.

21.9 Article and Section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.

22. APPROVAL, RATIFICATION AND EXECUTION

22.1 As a condition precedent to execution of this Agreement and membership in the Consortium, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality's governing body.

22.2 Prior to execution of this Agreement by a Participant the Participant shall provide the Chairperson with the Resolution approving the municipality's participation in this Consortium and expressly approving the terms and conditions of this Agreement. Each presented Resolution shall be maintained on file with the Consortium.

22.3 By executing this Agreement, each signatory warrants that they/them has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AuSable Valley Central School District

By: _____
President Board of Education

Beekmantown Central School District

By: _____
President Board of Education

Boquet Valley Central School District

By: _____
President Board of Education

Chazy Central Rural School District

By: _____
President Board of Education

Crown Point Central School District

By: _____
President Board of Education

Ticonderoga Central School District

By: _____
President Board of Education

Moriah Central School District

By: _____
President Board of Education

Northeastern Clinton Central School District

By: _____
President Board of Education

Northern Adirondack Central School District

By: _____
President Board of Education

Peru Central School District

By: _____
President Board of Education

Plattsburgh City School District

By: _____
President Board of Education

Saranac Central School District

By: _____
President Board of Education

Schroon Lake Central School District

By: _____
President Board of Education

Keene Central School District

By: _____
President Board of Education

Willsboro Central School District

By: _____
President Board of Education

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

By: _____
President Board of Education