

**SCHROON LAKE CENTRAL SCHOOL
BOARD OF EDUCATION MEETING AGENDA
THURSDAY, MAY 30, 2024
SCHOOL LIBRARY
7:00 PM**

- I. Call the meeting to order
- II. Pledge of Allegiance
- III. Approval of the Minutes of the Board Meetings
 - A. April 25, 2024 Regular meeting
 - B. May 9, 2024 Budget Hearing
 - C. May 21, 2024 Budget results
- IV. Public Participation
- VI. Financial Reports
 - A. Approval of Warrant # 10
 - B. Treasurer's Report
 - C. Extra-Curricular Report
- V. Superintendent's Report
 - A. Educational Highlight- Essex County Resolution
 - B. Set Organization date in July (recommend July 9)
 - C. Financial Projections
- VI. Board Discussion and Action Items
 - A. CSE/CPSE/504 recommendations
 - B. Accept 2024-2025 contracts for OT and PT
 - C. Accept Business Manager resignation
 - D. Accept substitute bus driver resignation
 - E. Approve Soccer/ Basketball merger- 2024-2025 school year with Newcomb
 - F. Approve HHHN services agreement
- VII. Public Participation
- VIII. Executive Session (if needed and called)
- IX. Adjournment

III.A
DRAFT

SCHROON LAKE CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING
Library
April 25, 2024 @ 7:00 PM

BOARD MEMBERS PRESENT:

Bruce Murdock
Valerie LeBlanc
Codie Aiken
Susan Repko
Jared Whitley

BOARD CLERK
Lisa DeZalia

OTHERS PRESENT:

Supt. Pemrick Lee Silvernail
Matt Curren Sarah Silvernail
Michelle Crandall Tabitha Gillings
Melissa Whitley Brett Bernhard
Beth Wissner Kelli Hafner
Suzanne Hurtado Rich Hafner
Laura Corey
Jill Horey

MEETING
TO ORDER

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

Those present pledged allegiance to the flag.

BOE
APPROVES
AGENDA

A motion was made by Susan Repko, second by Bruce Murdock to
to approve the agenda as presented.
All Board members voted Yes- 5 No-0 motion carried

PREVIOUS
MINUTES

A motion was made by Bruce Murdock, second by Codie Aiken
to approve the minutes of March 28, 2024 as presented.
All Board members voted Yes-5 No- 0 motion carried

PREVIOUS
MINUTES

A motion was made by Bruce Murdock, second by Codie Aiken
to approve the minutes of April 18, 2024 as presented.
All Board members voted Yes-5 No- 0 motion carried

PUBLIC
PARTICIPATION

There were no concerns at this time

TREASURER'S
REPORT

A motion was made by Bruce Murdock, second by Valerie LeBlanc
to accept the Treasurer's Report dated 4/16/24 as presented.
All Board Members voted Yes- 5 No- 0 motion carried.

CERTIFICATION
OF WARRANT

A motion was made by Bruce Murdock, second by Codie Aiken
to approve Warrant #9 dated 4/10/24 as presented
All Board Members voted Yes- 5 No-0 motion carried

EXTRA
CURRICULAR
REPORT

A motion was made by Susan Repko, second by Codie Aiken to accept the Extra Curricular Report dated 3/31/24
All Board members voted Yes- 5 No-0 motion carried.

SUPT
REPORT

Mrs. Pemrick reported on the first run of Computer Based Testing for New York State tests. Overall, the feedback was positive from both students and staff. She thanked Terri Morse and Susan Repko for organizing the Community Conversations presentation that had a good turn out from the community. Mrs. Pemrick thanked the Adirondack Foundation for their generous grants to fund Career Pathways and One Book One School for next school year. She congratulated the Flag Football team on their success and wished them luck as they competed in sectionals.

BUDGET INFO

Mrs. Pemrick and Mr. Curren gave a budget update. With the state aid available it now allows the district to move forward with the 6th grade hybrid model. It is important to support the middle school transition and teachers are very supportive of this model. It would be necessary to hire an additional elementary teacher to allow the program to be successful. It will be necessary to amend the amount of the 2024-2025 budget to allow the district to continue to offer current programs and add the additional position.

BUS
BOND
RESOLUTION

At a meeting of the Board of Education of the Schroon Lake Central School District, New York (the "School District"), duly held in Schroon Lake, New York on the 25th day of April 2024

Bruce Murdock presented the following resolution and moved that it be adopted:

BOND RESOLUTION DATED APRIL 25, 2024 OF THE BOARD OF EDUCATION OF THE SCHROON LAKE CENTRAL SCHOOL DISTRICT AUTHORIZING NOT TO EXCEED \$160,500 AGGREGATE PRINCIPAL AMOUNT OF SERIAL GENERAL OBLIGATION BONDS TO FINANCE THE COST OF THE ACQUISITION OF A SCHOOL BUS AT AN ESTIMATED MAXIMUM COST OF \$160,500, LEVY OF TAX IN ANNUAL INSTALLMENTS IN

**PAYMENT THEREOF, THE EXPENDITURE OF SUCH
SUM FOR SUCH PURPOSE, AND DETERMINING OTHER
MATTERS IN CONNECTION THEREWITH.**

WHEREAS, the qualified voters of the Schroon Lake Central School District, Schroon Lake, New York (the "School District"), at the annual meeting of such voters duly held on the 16nd day of May, 2023, duly approved a proposition authorizing the issuance of serial general obligation bonds in an aggregate principal amount of not to exceed \$160,500, to finance the acquisition of one (1) sixty-six passenger school bus, the expenditure of such sum for such purpose, and the levy of the necessary tax therefor, to be levied upon the taxable property of the School District and collected in annual installments as provided by Section 416 of the Education Law;

NOW THEREFORE, BE IT RESOLVED BY this BOARD OF EDUCATION AS FOLLOWS:

Section 1. The School District shall acquire one (I) sixty-six passenger school bus at a maximum amount of not to exceed \$160,500, as more particularly described in Section 3 hereof and as generally outlined to and considered by the voters of the School District at the annual District meeting of May 16, 2023.

Section 2. The School District is hereby authorized to issue its serial general obligation bonds (the "Bonds") in the aggregate principal amount of not to exceed \$160,500 pursuant to the Local Finance Law of New York, in order to finance the class of objects or purposes described herein.

Section 3. The classes of objects or purposes to be financed pursuant to this Resolution {the collectively, the "Purpose") is the acquisition of one (I) sixty-six passenger school bus (the "Purpose").

Section 4. It is hereby determined and declared that (a) the maximum cost of the Purpose, as estimated by the Board of Education, is \$160,500, (b) no money has heretofore been authorized to be applied to the payment of the cost of the Purpose, and (c) the School District plans to finance the cost of the Purpose from funds raised by the issuance of the Bonds and bond anticipation notes hereinafter referred to.

Section 5. It is hereby determined that the Purpose is one of the class of objects or purposes described in Subdivision 29 of Paragraph a of Section 11.00 of the Local Finance Law, and that the period of probable usefulness of the Purpose is five (5) years.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the sale of the Bonds, including renewals of such notes, is hereby delegated to the President of the Board of Education, the chief fiscal officer.

Section 7. The power to further authorize the issuance of the Bonds and bond anticipation notes and to prescribe the terms, form and contents of the Bonds and bond anticipation notes, including the consolidation with other issues and the use of substantially level or declining debt service, subject to the provisions of this Resolution and the Local Finance Law, and to sell and deliver the Bonds and bond anticipation notes, is hereby delegated to the President of the Board of Education. The President of the Board of Education is hereby authorized to sign and the District Clerk is hereby authorized to attest any Bonds and bond anticipation notes issued pursuant to this Resolution, and the District Clerk is hereby authorized to affix to such Bonds and bond anticipation notes the corporate seal of the School District.

Section 8. The faith and credit of the School District are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds and bond anticipation notes as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall be levied annually on all taxable real property of the School District, **a tax** sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 9. This Resolution shall constitute the declaration of the School District's "official intent" to reimburse expenditures authorized by Section I with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 10. This Resolution, or a summary hereof, shall be published in full by the District Clerk together with a notice in substantially the form prescribed by Section 81.00 of said

Local Finance Law, and such publication shall be in each official newspaper of the School District. The validity of the Bonds or of any bond anticipation notes issued in anticipation of the sale of the Bonds may be contested only if such obligations are authorized for an object or purpose for which the School District is not authorized to expend money, or the provisions of law which should be complied with at the date of publication of this Resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or if said obligations are authorized in violation of the provisions of the Constitution.

Section 11. This Resolution shall take effect immediately upon its adoption.

This Motion having been duly second by Susan Repko was adopted and the following votes cast:

<u>AYES</u>	<u>NAYS</u>	<u>ABSENT</u>
Jared Whitley		
Susan Repko		
Bruce Murdock		
Codie Aiken		
Valerie LeBlanc		

CSE RECS APPROVED A motion was made by Codie Aiken, second by Valerie LeBlanc to approve the CSE/504/CPSE recommendations as presented for # 40297, 10008, 20116, 10505, 40271, 40229, 10551, 40282, 40223, 10573, 10440, 10768,10189,10496, 40290, 10632,10560, 10746, 10630, 10008, 40179, 10460, 2201, 10491 and 10761. All Board members voted Yes- 5 No-0 motion carried

BOE ACCEPTS PETITIONS A motion was made by Valerie LeBlanc, second by Susan Repko to accept the Board of Education petitions presented by Codie Aiken and Bruce Murdock All Board members voted Yes- 3 No-0 Abstain- Bruce Murdock and Codie Aiken.

BOARD GRANTS TENURE PROPOSED RESOLUTION GRANTING TENURE-DRAKE

Motion was made by Bruce Murdock, second by Valerie LeBlanc "RESOLVED, that in compliance with the provisions of Section 3013 of Board of Education Law and Part 30.3 of the rules the Board of Regents and upon the recommendation of Superintendent Pemrick that Amanda Drake a

probationary teacher having been appointed to the position of Special Education teacher by resolution of this Board dated April 22, 2021 be appointed to position of teacher in the Special Education tenure area. It having been shown that Mrs. Drake holds a valid New York State Certificate to teach subject in the foresaid tenure area and it further having been shown that the probationary period of Amanda Drake to teach in this district will expire on June 30, 2024. The Board of Education of the Schroon Lake School District does hereby grant tenure and appoint to tenure Mrs. Amada Drake effective September 1, 2024 to the position of teacher in the Special education tenure area.

All members voted Yes- 5 No-0 Motion passed

**BOARD
GRANTS
TENURE**

PROPOSED RESOLUTION GRANTING TENURE-HAFNER

Motion was made by Bruce Murdock, second by Susan Repko

"RESOLVED, that in compliance with the provisions of Section 3013 of Board of Education Law and Part 30.3 of the rules the Board of Regents and upon the recommendation of Superintendent Pemrick, that Kellie Hafner a probationary teacher having been appointed to the position of Elementary teacher by resolution of this Board dated April 26, 2021 be appointed to position of teacher in the Elementary tenure area. It having been shown that Mrs. Hafner holds a valid New York State Certificate to teach subject in the foresaid tenure area and it further having been shown that the probationary period of Kellie Hafner to teach in this district will expire on September 1, 2024. The Board of Education of the Schroon Lake School District does hereby grant tenure and appoint to tenure Mrs. Kellie Hafner effective September 1, 2024 to the position of teacher in the Elementary tenure area.

All members voted Yes- 5 No-0 Motion passed

BOE Appoints Director of Pupil Services and Special Education Director

Upon the recommendation of Supt. Pemrick, a motion was made by Susan Repko, second by Bruce Murdock to appoint Michele Crandall as the Director of Pupil Services and Special Education Director effective July 1, 2024. Ms. Crandall will be compensated \$110,500 for the 2024-2025 school year. The Board approves Ms. Crandall's contract as presented

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

BOE Accepts Resignation

Upon the recommendation of Supt. Pemrick, a motion was made by Bruce Murdock, second by Codie Aiken to accept the resignation of Kat Otruba as Elementary Teacher effective June 30, 2024. Mr. Whitley thanked her for her service.

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

BOE Appoints Election Tellers

Upon the recommendation of Supt. Pemrick, a motion was made by Valerie LeBlanc, second by Codie Aiken to appoint Sharon Smith, Danielle Fosella, Pricilla Gould and Fran Mahler as election tellers for the annual budget vote. Tellers will be compensated \$15.00 per hour.

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

BOE Appoints Volunteer Drivers

Upon the recommendation of Supt. Pemrick, a motion was made by Bruce Murdock, second by Susan Repko to appoint Lee Silvernail, Mike Tracy, Anita Masiello and Lyle Hartwell as Volunteer Drivers waiving the drug test and the annual physical for the remainder of the 2024 school year.

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

Appoints Non Certified Long Term Substitute

Upon the recommendation of Supt. Pemrick, a motion was made by Codie Aiken second by Bruce Murdock to appoint Melissa Whitley to a non certified long term substitute appointment beginning April 25, 2024 through mid May. Mrs. Whitley will be compensated \$185.00 per day. Upon certification she will be compensated \$241.38 per day

All Board members voted Yes-4 No-0 Abstain- 1 (Jared Whitley) motion carried

BOARD A motion was made to amend the motion of March 28, 2024 to adopt the
ADOPTS 2024-2025 budget in the amount of \$9,635,270 and to adopt the new 2024-2025
2024-2025 budget total in the amount of \$9,790,377 due to the final state aid runs.
BUDGET All Board members voted Yes- No-0 motion carried

PUBLIC There were no concerns at this time
PARTICIPATION

ADJOURNMENT A motion was made by Valerie LeBlanc, second by Codie Aiken
to adjourn at 8:59 pm.
All Board members voted Yes – 5 No- 0 motion carried

Board Clerk

DRAFT

SCHROON LAKE CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
BUDGET HEARING
May 9, 2024 @ 7:00 PM
Auditorium

BOARD MEMBERS PRESENT:

Bruce Murdock
Jared Whitley
Susan Repko

OTHERS PRESENT:

Supt. Pemrick Matt Curren
Mark LaPlainte Joan LaPlante
Nicole Curren Lynn Donaldson
Rick Gero Lee Silvernail
Michael Welsh Jaff Bartkoski
Justin Kirchberger Steve Gratto
Glen Repko

BOARD CLERK

Lisa DeZalia

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

Those present pledged allegiance to the flag.

The district clerk read a copy of the annual notice.

Supt. Pemrick presented an overview of the 2024-2025 budget

She explained that the formula for the state tax cap came in at 2.38%. It will be necessary this year to exceed the cap which means we need a supermajority vote of 60% to pass this year's budget. The tax rate will still remain one of the lowest in the state.

Mr. Welsh questioned why a sixth grade teacher was necessary. He feels the needs should be addressed earlier. The use of fund balance was discussed, some felt more of the fund balance should be used toward the overall budget. It would also be a good idea to use fund balance to reduce debt.

Mrs. Pemrick showed the estimated tax impact with an average home of \$250,000 costing the taxpayer an estimated tax change of around \$100.

Mrs. Pemrick stated the candidates for the Board seat as Bruce Murdock and Codie Aiken.

Voting will take place in the auditorium hallway on May 21st between the hours of noon and 8PM

A motion was made by Bruce Murdock, second by Susan Repko to adjourn at 8:30 PM
All Board members voted Yes -3 No-0 Motion Carried

Lisa DeZalia

0-11

SECRET

CONFIDENTIAL
EXCLUDED FROM AUTOMATIC
DOWNGRADING AND
DECLASSIFICATION

1. The purpose of this document is to provide information regarding the activities of the [redacted] in the [redacted] area.

2. The information contained herein is classified as [redacted] and is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

3. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

4. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

5. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

6. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

7. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

8. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

9. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

10. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

11. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

12. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

13. The information contained herein is to be controlled in accordance with the provisions of the [redacted] and the [redacted].

III C
DRAFT

SCHROON LAKE CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
May 21, 2024

BOARD MEMBERS PRESENT:

Bruce Murdock
Susan Repko
Codie Aiken
Valerie LeBlanc

OTHERS PRESENT:

Supt. Pemrick
Matt Curren

BOARD CLERK

Lisa DeZalia

MEETING
TO ORDER

Vice President Susan Repko called the meeting to order at 8:40 pm

BOE
ACCEPT
RESULTS

A motion was made by Bruce Murdock, second by Valerie LeBlanc to
accept the results of the Budget /Vote as follows:
Budget- Yes- 158 No- 89
Total percentage of votes approving the budget 62.6 %
All Board members voted Yes- 4 No-0 motion carried

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

Codie Aiken- 212
Bruce Murdock 202
Mike Welsh- 1
Naomi Veverka- 2
Sharon Smith -1
Sharon Phibbs-1
Donald Trump 3

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

ADJOURNMENT

A motion was made by Susan Repko, second by Codie Aiken
to adjourn at 8:45 pm.
All Board members voted Yes -4 No-0 motion Carried

District Clerk

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

Board of Education

Jared Whitley, President
Susan Repko, Vice President
Valerie Le Blanc, BOE Member
Bruce Murdock, BOE Member
Codie Aiken, BOE Member



District Officials

Kemm Pemrick, Superintendent
Michelle Rawson, Interim Principal
Mattalyn Carollo, School Counselor
Lisa DeZalia, District Clerk
Matthew Curren, School Business Manager

AGREEMENT BETWEEN KATHRYNE KITCHEN SNIDE And THE SCHROON LAKE CENTRAL SCHOOL BOARD OF EDUCATION

KATHRYNE KITCHEN SNIDE and the SCHROON LAKE CENTRAL SCHOOL BOARD OF EDUCATION do hereby enter into a contract for the 2024/2025 school year.

Kathryne Kitchen Snide will provide twenty one (21) hours of Occupational Therapy a week at the rate of ninety dollars (\$90.00) per hour, starting September 3, 2024 concluding June 27, 2025

Should occasions occur when more than twenty one (21) hour per week is required, pre-approval by the Superintendent is required.

Should either party desire to terminate the agreement prior to June 27, 2025, a thirty (30) day notice, in writing, is required.

Kathryne Kitchen Snide

Mrs. Kemm Pemrick, Superintendent
Schroon Lake Central School

Dated this _____ day of _____, 2024

**Schroon Lake Central School District
Physical Therapy Agreement
Regular School Year 2024-2025**

The Schroon Lake Central School District, hereinafter known as SLCSO and Higgins Adventure Group, LLC agree as follows:

WITNESSETH:

WHEREAS, Higgins Adventure Group, LLC agrees to provide Physical Therapy Services to SLCSO; and

WHEREAS, SLCSO desires to enter into an agreement with Higgins Adventure Group, LLC for the performance of such services; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein it is mutually agreed by and between the respective parties as follows:

SCOPE OF WORK:

1. Higgins Adventure Group, LLC agrees to provide SLCSO seven (7) hours of Physical Therapy Services per week, whose personnel shall be certified by the University of the State of New York, for Professional Practice, in New York State, as a Physical Therapist. Higgins Adventure Group, LLC shall provide Physical Therapy Services within the SLCSO agency setting, or the offices of Higgins Adventure Group, LLC. SLCSO agrees that the seven (7) hours will include travel to and from the District from personnel's home District of Lake Placid. The following are examples of activities which will be performed by Higgins Adventure Group, LLC:

I. Activities at School

- a. Direct therapeutic services with the children (evaluation, screening, or treatment);
- b. Participation in School Based Committee meetings and IEP meetings; c. Instructing personnel in management and follow-through activities such as positioning and feeding programs;
- d. In-service Education Programs for school personnel as arranged by the educational director;
- e. Consultation regarding: adaptations of environment, or materials; special

equipment; activity programs such as adaptive physical education; resources available for the child;

- f. Conferences with parents (may be done in their home);
- g. Conferences with teachers regarding progress.

II. Activities that may occur at Higgins Adventure Group, LLC Offices: a.

- Writing of reports and evaluations;
- b. Making interagency contracts for resources and information;
- c. Writing progress notes and maintaining a medical record;
- d. Holding parent conferences as needed;
- e. Following-up on special services such as orthopedic clinic;
- f. Providing direct therapeutic services when deemed appropriate; g.
- Maintaining necessary statistical records.

III. For Homebound Students, Services May Be Provided at the Child's Home. Higgins Adventure Group, LLC shall also perform the following services:

- a. Handle all fiscal operations of the program;
- b. Provide qualified professional and administrative supervision of all activities undertaken by Higgins Adventure Group, LLC's personnel;
- c. Maintain written records of all client contact, at Higgins Adventure Group, LLC's offices, with duplicate records furnished to SLCSO on request;
- d. Assure that all activities performed by Higgins Adventure Group, LLC's personnel shall conform with current New York State Physical Therapy Practice Acts;
- e. Be liable for actions made in performance of duties by those personnel hired by Higgins Adventure Group, LLC, and by SLCSO;
- f. Provide SLCSO with a monthly statement of services and charges showing client contact and hours worked;
- g. Provide Malpractice Insurance at Higgins Adventure Group, LLC's cost and expense, in an amount of at least one million dollars for each claim, and three million dollars in aggregate, and SLCSO shall receive a copy of all policies of insurance. The Malpractice Insurance shall cover all personnel of Higgins Adventure Group, LLC performing services for SLCSO;
- h. Each party agrees to defend, indemnify and save harmless the other from any and all claim(s) arising out of services performed or obligations created hereunder by the other party, including those specifically arising out of the negligent acts or omissions (including the cost for legal services and the defense for any claims by either party).

2. SLCSO shall provide adequate and appropriate operational space for Higgins Adventure

Group, LLC to provide appropriate services.

3. Both Higgins Adventure Group, LLC and SLCSD shall mutually agree on the following:

- a. The clients who are to receive services;
- b. The schedule through which services shall be provided;
- c. The scheduling of personnel.

4. Higgins Adventure Group, LLC shall conform to all Provisions of New York State Education laws and Commissioner's Regulations.

5. Neither party may assign any rights, or delegate any duties hereunder, other than as provided for herein, without the express prior written consent of the other.

6. Higgins Adventure Group, LLC is retained by SLCSD only for the purposes and to the extent set forth in this Agreement, and Higgins Adventure Group, LLC's relation to SLCSD shall, during the period services hereunder, be that of an Independent contractor.

7. This writing contains the entire Agreement between the parties.

8. The failure of either party to this Agreement to object to or take affirmative action with respect to any conduct of the other, which is in violation of the terms of the Agreement, shall not be construed as a waiver of the violation or breach, or any future violation, breach, or wrongful conduct.

9. Higgins Adventure Group, LLC shall be responsible for Workers' Compensation and Disability Benefits Insurance's, on themselves and any personnel that they employ. SLCSD shall not be responsible for any State and Withholding and Social Security Taxes, which will be the responsibility of Higgins Adventure Group, LLC. SLCSD shall not be responsible to provide any fringe benefits to Higgins Adventure Group, LLC, or their personnel, that are available to the regular employees of SLCSD, and Higgins Adventure Group, LLC, PT waives any and all claims therefore.

TERM:

The term of this contract will be for the period of **September 1st, 2024 through on or about June 28th, 2025** provided however, that either party may terminate this Agreement on thirty (30) days notice given in writing by Certified Mail Return Receipt Requested, addressed to

the parties at the address listed above.

PAYMENT:

SLCSD shall pay Higgins Adventure Group, LLC the sum of One Hundred Dollars (\$100.00), per hour. Work under the Agreement shall also include dictation and any other work done in support of SLCSD, during the contractual period. SLCSD shall pay the amount due, pursuant to said statement, by the 10th day following receipt by SLCSD of the Statement.

TERMINATION:

Either SLCSD or Higgins Adventure Group, LLC may terminate this agreement at any time by giving thirty (30) days written notice to the other contracting party. All payments and liability therefore by Higgins Adventure Group, LLC shall end on the date of termination and shall include all services performed up to the date of termination.

IN WITNESS WHEREOF, this agreement has been duly executed.

Kemm Pemrick,
Superintendent of Schools
Schroon Lake Central School District

Gwendolyn Sturges ,PT,
NPI# 1902982374
NYS License # 009720-1
Director Higgins Adventure Group, LLC

5/2/2024

Dear Superintendent Pemrick,

Please accept this letter as a formal notification of my resignation from my position as District Treasurer / Business Manager with Schroon Lake Central School District.

My last working day will be June 28, 2024. I ask for some flexibility on this date, such that if an individual were hired sooner things could be negotiated, as the role I have accepted remains vacant until I am able to fulfill the role.

It is my intention to continue to perform my duties as District Treasurer / Business Manager as assigned during my remaining time at Schroon Lake CSD.

I would like to thank you and the Board of Education for your support and belief in me as I have served in this role. I am confident that Schroon Lake CSD will continue to grow, be a strong pillar of the community, and be a place where students and staff will thrive.

Respectfully,

A handwritten signature in black ink, appearing to read 'Matthew Curren', followed by a long horizontal flourish line.

Matthew Curren



DeZalia, Brent <bdezalia@slwildcats.org>

Resignation from Substitute Bus Driver Position

1 message

Stephen Gratto <stephengratto@hotmail.com>

Sat, Apr 27, 2024 at 8:30 AM

To: "bdezalia@slwildcats.org" <bdezalia@slwildcats.org>, Kemm Pemrick <kpemrick@slwildcats.org>

Dear Mr. DeZalia and Ms. Pemrick,

It has been my pleasure to serve the Schroon Lake Central School District as a substitute bus driver. I am writing to let you know that I will be resigning from my position effective June 30th, 2024.

Best Wishes,
Stephen Gratto

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

Board of Education

Jared Whitley, President
Susan Repko, Vice President
Valerie Le Blanc, BOE Member
Bruce Murdock, BOE Member
Codie Aiken, BOE Member



District Officials

Kemm Pemrick, Superintendent
Michelle Rawson, Interim Principal
Mattalyn Carollo, School Counselor
Lisa DeZalia, District Clerk
Matthew Curren, School Business Manager

Section VII

This merger application allows Newcomb to participate in the sports listed below. Without this merger, Newcomb would be unable to field their own teams. Schroon Lake can form their own basketball teams but would face challenges in fielding soccer teams at every level.

Girls Modified Soccer
Boys Modified Soccer
Boys Varsity Soccer
Girls Varsity Soccer
Boys Modified Basketball
Boys Varsity Basketball

Thank you for your consideration.

Lee Silvenail
Athletic Director
Schroon Lake Central School

SECTION VII COMBINING OF TEAMS APPLICATION

- A. Completed by EACH school involved in the sport
- B. Reviewed and approved by the Athletic Conference(s) involved
- C. Submitted for approval to the Section VII Athletic Council after "A" & "B" have been completed and prior to the beginning of that sport season.
- D. Submitted directly to the Section VII Athletic Council only if the activity DOES NOT involve conference play

PART I

School: Schroon Lake

Address: 1125 US RTE 9

Schroon Lake NY 12870

Zip: 12870

Other Schools Involved: Bolton

Sport to be Combined: Boys Modified & Varsity basketball

BEDS ENROLLMENT NUMBER OF THIS SCHOOL: 59

BEDS ENROLLMENT NUMBER OF OTHER SCHOOLS INVOLVED: 18

TOTAL ENROLLMENT: 77

Conditions, which prompted your school to file for a merger (Please do not use continuation as a condition.):

See attached statement

List the number of students from your school that participated in this sport. Use zero (0) if your school has not sponsored the activity in the past.

DATES	GRADES			
	9	10	11	12
LAST SCHOOL YEAR <u>23-24</u>	<u>5</u>	<u>1</u>	<u>4</u>	<u>1</u>
CURRENT SCHOOL YEAR <u>24-25</u>	<u> </u>	<u>5</u>	<u>1</u>	<u>4</u>

What will be the name of the combined team? Wild Huskies

Where will practices be held? Schroon and Newcomb

Where will home competitions be held? Schroon and Newcomb

Which school will be responsible for administering the program?

Schroon Lake and Newcomb

Name of Athletic Director responsible for administering the program:

Millie Winslow and Lee Silvernail

NAME

SCHOOL

Other information, which may assist in reaching a decision on this application:

SIGNATURES:

SUPERINTENDENT OF SCHOOLS: _____

BOARD OF EDUCATION PRESIDENT: _____

ATHLETIC DIRECTOR: Lee Silvernail

DATE OF APPLICATION: _____

PLEASE FORWARD THIS FORM TO THE EXECUTIVE OFFICER OF THE LEAGUE IN WHICH THE PROPOSED MERGER TEAM WILL PARTICIPATE FOR ACTION.

1. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

NAME	ADDRESS	CITY	STATE	ZIP
JOHN DOE	12345	ABC	DEF	GHI
JANE DOE	67890	JKL	MNO	PQR

2. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

3. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

4. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

5. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

6. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

7. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

8. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

9. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

10. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

11. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

12. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

13. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

[Redacted]

[Redacted]

[Redacted]

14. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

15. The student's name, address, and telephone number, as well as the name of the school, should be typed in the space provided.

PART II – LEAGUE ACTION

NAME OF LEAGUE

This request for cooperative sponsorship is (approved / not approved).

Vote of member schools: YES: _____ NO : _____ ABSTAIN: _____

SIGNATURE OF EXECUTIVE SECRETARY: _____

DATE: _____

If the request is approved:

LEAGUE EXECUTIVE OFFICER: PLEASE FORWARD THIS FORM TO THE SECTION VII OFFICE

If the request is not approved:

LEAGUE EXECUTIVE OFFICER: PLEASE RETURN THIS FORM TO THE ATHLETIC ADMINISTRATOR OR SUPERINTENDENT OF THE SCHOOL INVOLVED AT THE ADDRESS INDICATED IN PART ONE OF THIS FORM WITH AN ATTACHED LIST OF REASONS . THANK YOU.

PART III – ACTION OF THE SECTION VII ATHLETIC COUNCIL

The above request for cooperative sponsorship is (approved / not approved) for the sport of _____ for the school year of _____.

CLASSIFICATION OF THE MERGED TEAM:

Signature of Section VII President: _____ Date: _____

If not approved, reason (s):

SECTION VII COMBINING OF TEAMS APPLICATION

- A. Completed by EACH school involved in the sport
- B. Reviewed and approved by the Athletic Conference(s) involved
- C. Submitted for approval to the Section VII Athletic Council after "A" & "B" have been completed and prior to the beginning of that sport season.
- D. Submitted directly to the Section VII Athletic Council only if the activity DOES NOT involve conference play

PART I

School: Schroon Lake

Address: 1125 US RTE 9
Schroon Lake NY 12870 Zip: 12870

Other Schools Involved: Bolton

Sport to be Combined: Boys modified & varsity soccer

BEDS ENROLLMENT NUMBER OF THIS SCHOOL: 59

BEDS ENROLLMENT NUMBER OF OTHER SCHOOLS INVOLVED: 18

TOTAL ENROLLMENT: 77

Conditions, which prompted your school to file for a merger (Please do not use continuation as a condition.):

See attached statement

List the number of students from your school that participated in this sport. Use zero (0) if your school has not sponsored the activity in the past.

	DATES	9	10	GRADES 11	12
LAST SCHOOL YEAR	_____	_____	_____	_____	_____
CURRENT SCHOOL YEAR	_____	_____	_____	_____	_____

What will be the name of the combined team? _____

Where will practices be held? Schroon and Newcomb

Where will home competitions be held? Schroon and Newcomb

Which school will be responsible for administering the program?

Schroon Lake and Newcomb

Name of Athletic Director responsible for administering the program:

Millie Winslow and Lee Silvernail

NAME

SCHOOL

Other information, which may assist in reaching a decision on this application:

SIGNATURES:

SUPERINTENDENT OF SCHOOLS: _____

BOARD OF EDUCATION PRESIDENT: _____

ATHLETIC DIRECTOR: Lee Silvernail

DATE OF APPLICATION: 5/17/24

PLEASE FORWARD THIS FORM TO THE EXECUTIVE OFFICER OF THE LEAGUE IN WHICH THE PROPOSED MERGER TEAM WILL PARTICIPATE FOR ACTION.

2002-2003

PART II – LEAGUE ACTION

NAME OF LEAGUE

This request for cooperative sponsorship is (approved / not approved).

Vote of member schools: YES: _____ NO : _____ ABSTAIN: _____

SIGNATURE OF EXECUTIVE SECRETARY: _____

DATE: _____

If the request is approved:

LEAGUE EXECUTIVE OFFICER: PLEASE FORWARD THIS FORM TO THE SECTION VII OFFICE

If the request is not approved:

LEAGUE EXECUTIVE OFFICER: PLEASE RETURN THIS FORM TO THE ATHLETIC ADMINISTRATOR OR SUPERINTENDENT OF THE SCHOOL INVOLVED AT THE ADDRESS INDICATED IN PART ONE OF THIS FORM WITH AN ATTACHED LIST OF REASONS . THANK YOU.

PART III – ACTION OF THE SECTION VII ATHLETIC COUNCIL

The above request for cooperative sponsorship is (approved / not approved) for the sport of _____ for the school year of _____.

CLASSIFICATION OF THE MERGED TEAM:

Signature of Section VII President: _____ **Date:** _____

If not approved, reason (s):

SECTION VII COMBINING OF TEAMS APPLICATION

- A. Completed by EACH school involved in the sport
- B. Reviewed and approved by the Athletic Conference(s) involved
- C. Submitted for approval to the Section VII Athletic Council after "A" & "B" have been completed and prior to the beginning of that sport season.
- D. Submitted directly to the Section VII Athletic Council only if the activity **DOES NOT** involve conference play

PART I

School: Schroon Lake

Address: 1125 US RTE 9
Schroon Lake NY 12870 Zip: 12870

Other Schools Involved: Bolton

Sport to be Combined: Girls modified & Varsity Soccer

BEDS ENROLLMENT NUMBER OF THIS SCHOOL: 59

BEDS ENROLLMENT NUMBER OF OTHER SCHOOLS INVOLVED: 18

TOTAL ENROLLMENT: 77

Conditions, which prompted your school to file for a merger (Please do not use continuation as a condition.):

See attached statement

List the number of students from your school that participated in this sport. Use zero (0) if your school has not sponsored the activity in the past.

DATES	9	10	GRADES 11	12
LAST SCHOOL YEAR _____	_____	_____	_____	_____
CURRENT SCHOOL YEAR _____	_____	_____	_____	_____

What will be the name of the combined team? _____

Where will practices be held? Schroon and Newcomb

Where will home competitions be held? Schroon and Newcomb

Which school will be responsible for administering the program?

Schroon Lake and Newcomb

Name of Athletic Director responsible for administering the program:

Millie Winslow and Lee Silvernail

NAME

SCHOOL

Other information, which may assist in reaching a decision on this application:

SIGNATURES:

SUPERINTENDENT OF SCHOOLS: _____

BOARD OF EDUCATION PRESIDENT: _____

ATHLETIC DIRECTOR: Lee Silvernail

DATE OF APPLICATION: _____

PLEASE FORWARD THIS FORM TO THE EXECUTIVE OFFICER OF THE LEAGUE IN WHICH THE PROPOSED MERGER TEAM WILL PARTICIPATE FOR ACTION.

of students with you. Check in a part assigned to this group. Use this for your assignment.

GRADUATES	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
NAME OF STUDENT																			
ADDRESS																			
CITY																			
STATE																			
ZIP																			
DATE																			

NAME OF STUDENT

NAME OF STUDENT

NAME OF STUDENT

NAME OF STUDENT

PART II – LEAGUE ACTION

NAME OF LEAGUE

This request for cooperative sponsorship is (approved / not approved).

Vote of member schools: YES: _____ NO : _____ ABSTAIN: _____

SIGNATURE OF EXECUTIVE SECRETARY: _____

DATE: _____

If the request is approved:

LEAGUE EXECUTIVE OFFICER: PLEASE FORWARD THIS FORM TO THE SECTION VII OFFICE

If the request is not approved:

LEAGUE EXECUTIVE OFFICER: PLEASE RETURN THIS FORM TO THE ATHLETIC ADMINISTRATOR OR SUPERINTENDENT OF THE SCHOOL INVOLVED AT THE ADDRESS INDICATED IN PART ONE OF THIS FORM WITH AN ATTACHED LIST OF REASONS . THANK YOU.

PART III – ACTION OF THE SECTION VII ATHLETIC COUNCIL

The above request for cooperative sponsorship is (approved / not approved) for the sport of _____ for the school year of _____.

CLASSIFICATION OF THE MERGED TEAM:

Signature of Section VII President: _____ Date: _____

If not approved, reason (s):



GEORGE PURDUE
ADMINISTRATIVE BUILDING

9 CAREY ROAD
QUEENSBURY, NY 12804

518-761-0300
WWW.HHHN.ORG

April 15, 2024

Ms. Kemm Pemrick Superintendent
Schroon Lake Central School District
1125 US Route 9, PO Box 338
Schroon Lake, New York 12870

Dear Superintendent Pemrick,

Enclosed is our proposed Director of School Health Services Agreement for health care services to be provided by Hudson Headwaters Health Network to the Schroon Lake Central School District for the 2024-2025 school year.

Please note the new contract reflects a 3.5% increase.

As a community-based organization, we are committed to keeping health care affordable and accessible for our patients. We are privileged to be the care provider for the Schroon Lake School District, and we look forward to continuing our service to children and families.

Sincerely,

A handwritten signature in blue ink that reads 'Laura Pasco, CFO'.

Laura Pasco
Chief Financial Officer

**DIRECTOR OF SCHOOL HEALTH SERVICES AGREEMENT
SCHROON LAKE CENTRAL SCHOOL DISTRICT**

THIS DIRECTOR OF SCHOOL HEALTH SERVICES AGREEMENT entered into as of the 1st day of July, 2024, by and between **HUDSON HEADWATERS HEALTH NETWORK** ("HHHN"), a New York not-for-profit corporation whose principal administrative place of business is located at 9 Carey Road, Queensbury, NY 12804, and **SCHROON LAKE CENTRAL SCHOOL DISTRICT**, whose principal administrative office is located at 1125 US Route 9, Schroon Lake, NY 12870 (the "District").

RECITALS

WHEREAS, HHHN is a IRC §501(c)(3) tax exempt corporation, licensed under Article 28 of the New York State Public Health Law, and a community health center receiving funds pursuant to Section 330 of the Public Health Service Act, 42 USCA Section 256; and

WHEREAS, HHHN serves rural communities in upstate northeastern New York and in many communities is the main or only provider of health care services; and

WHEREAS, District desires to contract with HHHN and HHHN has agreed to provide a qualified health professional to serve as the Director of School Health Services for the District ("Health Director"), for its school situated at 1125 US Route 9, Schroon Lake, New York (the "School") to comply with District's obligations under New York Education Law, Article 19, Section 901 and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

I. Scope of Services.

A. Health Director. HHHN shall provide the professional services of Nicole Robinson, M.D., to serve as the Health Director and provide services set forth in this Section I (the "Services"). In the event that the designated Health Director becomes unavailable for any reason, including termination of employment with HHHN, HHHN shall designate a replacement health professional to serve as the Director of School Health Services and notify the District. HHHN may, in its sole discretion, provide the services of other health professionals in its employ to assist the Health Director in performing the Services pursuant to this Agreement. To the extent permitted by applicable laws and regulations, the Health Director may delegate and oversee the performance of such Services to other HHHN health professionals. The Health Director and any other health professional employed by HHHN are referred to as "HHHN Providers".

B. Student Physical Examinations and General Care. HHHN Providers shall provide annual physical examinations for students in grades Pre-K or K, 1, 3, 5, 7, 9, and 11, and where applicable, ensure physical examinations provided by student's private physician are adequate. HHHN Providers shall provide physical examinations for student working permits. The Health Director or another HHHN Provider shall act as a liaison, where needed, between the District and the student's private physician. In addition, HHHN Providers shall follow up the School Nurse (as defined thereafter), as needed, for exclusion or readmission of students in connection with any

infections or contagious diseases. HHHN Providers shall also assist the District in determining appropriateness of special accommodations for children with bona fide medical needs, such as one-on-one monitors, door-to-door transportation, home instruction, chronic school absenteeism, school refusal, or behavioral and mental health concerns that pose a threat to a student or school community.

C. Physical Examinations for School Personnel. HHHN Providers shall perform, as applicable, 19-A bus driver physical examinations and Cafeteria Personnel physical examinations.

D. Athletic Program. HHHN Providers shall assist in implementation of Athletic Advanced Placement and Mixed Competition Process. HHHN Providers shall, in accordance with applicable state law and regulations: examine participants in competitive sports; assist in developing or reviewing return to play protocols and provide sideline management; provide athletic trainer oversight; and participate in the implementation of the District's concussion management program. HHHN Providers shall also assist in developing and reviewing standards for participation in physical education and interscholastic sports for athletes with special health care needs or disabling conditions.

E. Special Education. HHHN Providers shall review files of students with significant medical needs and conduct examinations where needed. HHHN Providers shall assist the Committee on Special Education ("CSE") with student referrals/reviews and, where appropriate, follow up with School Nurse regarding examinations of students with special medical needs. In addition, the Health Director or another HHHN Provider shall attend CSE meetings up to once a year, where requested by the District and where required by the applicable state regulations, and HHHN Providers shall be available to consult student needs with CSE and student's private physicians, where needed.

F. Preventive Guidance. HHHN Providers shall consult with the District, where requested by the District, regarding sanitation and safety guidelines for School buildings and grounds. HHHN Providers shall also consult with the District in matters concerning health education, public health issues and related medical concerns, and emergency treatment procedures.

G. Health Services Personnel. HHHN Providers shall be accessible to consult with nursing staff and athletic trainers on medical issues and consult with the District, as needed, to develop or review health practice and procedures. The Health Director or another HHHN Provider shall serve as a Medical Director in connection with the Automated External Defibrillator (AED) Program.

H. Public Health. HHHN Providers shall consult with the District, as needed, regarding issues of public health and will serve and be part of a crisis management team, including but not limited to, pandemic planning, emergency sheltering and evacuation of students with special health care needs. HHHN Providers shall consult with the District, as needed, regarding nursing staff development programs; parent education meetings; policies relating to health and safety; and exposure control program for blood borne pathogens. Further, HHHN Providers shall advise the District on the validity of requests for medical exemptions to vaccinations.

I. 913 Medical Exam. HHHN Providers will be available to perform, or coordinate the performance of, up to one 913 Medical Exam per year for the District.

II. HHHN Representation and Additional Terms.

A. Qualifications: HHHN warrants and represents that the Health Director and other HHHN Providers, as applicable, shall be duly licensed and qualified to perform the Services contemplated in this Agreement under applicable state and federal laws and regulations.

B. Diagnosis and Treatment. The diagnosis and treatment of medical problems discovered during the course of any physical examination are not covered by this Agreement. If a medical problem is discovered by a HHHN Provider, the medical issue shall be documented in detail on the school physical form and delivered to the School Nurse. It is the District's responsibility to ensure further follow-up and notifications to the parent or guardian of the student.

C. Availability. HHHN Providers shall consult with the District regarding physical referrals and physical examination evaluations received from other health care providers.

III. District's Obligations.

A. Facilities and Resources. District shall provide office and clinical space, furniture, supplies, equipment, and office personnel as are reasonably necessary and appropriate for the HHHN Providers to perform the Services pursuant to this Agreement.

B. Medical Records: Subject to any federal or state confidentiality laws, HHHN Providers shall have reasonable access to such records in order to assist in the provision of the Services and to comply with any applicable law or regulation.

C. Maintenance of Records: District shall maintain all records, claims and reports required under this Agreement and to comply with any and all applicable state and federal laws and regulations.

D. School Nurse. The District shall employ and designate at least one registered professional nurse ("School Nurse") for the District who shall cooperate with and support the HHHN Providers. The School Nurse shall also perform all other obligations and duties as required to fulfill the requirements of applicable law and regulations, including without limitation, New York State Education Article 19 and 8 NYCRR Part 136.

E. Physical Examinations. All student physical examinations, as stated in Section I(B)(1)-(2) above, shall be performed at the School. In the event that the physical examinations cannot be performed at the School, including extenuating circumstances that prevent a student from attending scheduled physical examination date at the School, HHHN Providers shall perform up to ten (10) physical examinations per school year at one of HHHN's Health Centers. HHHN will bill the District separately for physicals performed at HHHN's Health Centers in excess of ten per school year per Section IV.A below. If any physical needs to be conducted at an HHHN Health Center, it is the responsibility of the District to notify the parents or guardian of the student with the letter provided in **Attachment A**. All Bus Driver and Cafeteria Personnel physicals will be performed at the School unless a mutually agreeable time cannot be established and then they will take place at a HHHN Health Center. Physicals do not include special and ancillary lab work. Working papers, if needed, will be completed as part of the regularly scheduled physical.

F. Scheduling. The District representative shall coordinate with HHHN's Scheduling Coordinator to schedule times for all student physical examinations; physical examinations for participation in sports; bus driver physicals; and cafeteria staff physicals. The District shall provide sufficient notice to HHHN (normally a minimum of four (4) months), for all physical examinations. In the event that sufficient notice is not given, HHHN reserves the right to schedule the physical examinations at times determined by HHHN's availability and mutually agreed to by the parties.

G. General. The District and the Health Director shall meet periodically to review the operation of this Agreement and the coordination of their activities and responsibilities to fulfill their respective obligations under this Agreement.

IV. Compensation and Payment Terms.

A. Compensation and Payment Terms: In consideration for Services provided to the District by HHHN, District shall pay HHHN a total fee of Seven Thousand Six Hundred and Twenty-Two Dollars (\$7,622.00) for the 2024-2025 school year, payable in two equal installments of Three Thousand Eight Hundred and Eleven Dollars (\$3,811.00). The first installment is due on or before December 31, 2024. The second installment is due on or before May 1, 2025. For physical examinations at one of HHHN's Health centers in excess of ten (10) examinations per school year, District shall compensate HHHN at a rate of \$100 per additional physical examination. HHHN shall invoice District for the additional physical examinations, where applicable, and District shall pay HHHN within 30 days of such invoice.

B. Compliance of Payment Terms: HHHN and the District have freely negotiated the payment terms provided in this Agreement and neither party has offered or received any inducement or other consideration from the other party for entering into this Agreement, except as stated in this Agreement. The compensation to be paid has been negotiated through an arms-length transaction, and is consistent with fair market value of the Services. The parties further agree that: (i) the District is not under any express or implied obligation to refer patients to HHHN; (ii) no payment under this Agreement is made for the referral of patients and no payment is intended to act as an inducement for referrals; and (iii) the transactions performed under this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any applicable state or federal law.

V. Insurance

A. Commercial General Liability Insurance: District shall maintain, at its own expense, during the term of this Agreement a policy of general liability insurance with an insurance carrier reasonably acceptable to HHHN or coverage through a program of self-insurance, in an amount not less than \$1,000,000 per claim and occurrence, and \$3,000,000 in aggregate. Upon HHHN's request, District shall provide HHHN with evidence of such insurance.

B. Professional Liability Insurance: HHHN shall obtain and maintain, at its own expense, professional liability medical malpractice coverage for the HHHN Providers providing Services under this Agreement. Upon District's request, HHHN shall provide District with evidence of such insurance.

VI. General Terms

A. Independent Contractor: None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create any relationship between the parties other than that of independent entities, contracting solely for the purposes of effecting the provisions of this Agreement. Neither party nor any of its employees or personnel shall be construed to be the partner, employee or representative of the other.

B. Confidentiality: The parties agree to observe all applicable state and federal laws and regulations regarding the confidentiality and disclosure of information pursuant to this Agreement, including the Family Educational Rights and Privacy Act ("FERPA"). Each party agrees to protect the confidentiality of any patient information exchanged between the parties in accordance with all applicable state and federal laws. The District acknowledges that HHHN is a "covered entity" subject to compliance with the Health Insurance Portability and Accountability Act, as amended, and regulations promulgated thereunder ("HIPAA").

C. Non-Assignment: This Agreement may not be assigned by either party, without the prior written consent of the other party.

D. Term and Termination: This Agreement shall commence as of the date first written above and continue for a term of one (1) year, unless earlier terminated by delivery of at least 90 days' prior written notice of termination by either party to the other party, with or without cause. Upon termination or expiration of this Agreement, neither party shall have any further obligations under the terms of this Agreement, except for liabilities and obligations accrued through the date of termination and any right or obligation, which by its nature, should survive termination or expiration of this Agreement.

E. Waiver: Any party's waiver or failure to take action with respect to another party's failure to comply with any term or provision of this Agreement shall not be deemed to be a waiver of a party's right to insist on future compliance with such term or provision.

F. Non-Discrimination: Each party agrees not to discriminate in the provision of services under this Agreement on any basis, including but not limited to: age, sex, race, creed, color, religion, national origin, marital status, economic status, physical or mental disability, sexual orientation or type of illness or condition consistent with all state and federal laws. Each party agrees to comply with the Americans with Disabilities Act of 1990 and §504 of the Rehabilitation Act of 1973.

G. Choice of Law; Venue: This Agreement shall be governed by the laws of the State of New York. Any suits, actions, proceedings or any judgment entered by any court with respect to this Agreement shall be brought in New York State courts at law or in equity in Warren County, New York and all parties hereto accept the exclusive personal jurisdiction of such court. Each party knowingly, intentionally and irrevocably waives, to the fullest extent permitted by Laws, any objection that it now or later may have to a jury trial or to the venue in New York State courts in Warren County.

H. Arbitration. In the event of a dispute between the parties regarding any controversy or claim arising out of, or relating to, this Agreement or the breach hereof, including any dispute as to

whether a material breach has occurred or been cured, the matter shall be submitted to final and binding arbitration as specified in this Section. Such arbitration shall be settled in Warren County, New York, in accordance with the commercial rules of the American Arbitration Association; provided, however, that the arbitrator selected shall be satisfactory to both the District and HHHN, and judgment upon the award rendered shall be final and binding on the Parties and their successors and assigns and may be entered in any court having jurisdiction thereof. The arbitrator shall also have the authority and discretion to award reasonable attorneys' fees and costs to the prevailing Party in the arbitration proceeding.

I. Notices: All notices and requests required pursuant to this Agreement shall be in writing and shall be delivered, by personal delivery, overnight courier, or by certified or registered mail, return receipt requested, all with proof of delivery to the addresses set forth below, or such other addresses as a party may designate by prior notice to the other:

To HHHN: Laura Pasco, CFO
Hudson Headwaters Health Network
9 Carey Road
Queensbury, NY 12804

To District: Superintendent
Schroon Lake Central School District
1125 US Route 9
Schroon Lake, NY 12870

Notices shall be deemed given upon receipt or refusal of receipt.

J. Non-Exclusion: Each party represents and warrants that it (i) is not excluded from participation in any federal health care program, as defined under 42 U.S.C. § 1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (ii) has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Each party represents and warrants that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e (g), has occurred against it or to its knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

K. Entire Agreement: This Agreement represents the entire understanding of the parties, with respect to its subject matter. There are no other representations, agreements or understandings between the parties, either oral or written, relating to the rights and obligations. Any amendments to this Agreement shall be in writing and signed by all parties.

[signatures appear on the following page]

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

Hudson Headwaters Health Network

Schroon Lake Central School District

By: Laura Pasco, CFO
Name: Laura Pasco
Title: Chief Financial Officer

By: _____
Name: Kemm Pemrick
Title: Superintendent