

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
Sole Supervisory District of Clinton, Essex, Warren and Washington Counties

**AGENDA FOR BOARD MEETING TO BE HELD AT THE YANDON-DILLON CENTER IN MINEVILLE
ON MAY 9, 2018 – PROPOSED EXECUTIVE SESSION AT 6:30 PM – MEETING AT 7:30 P.M.**

- | | |
|-----------|--|
| Action | 1. CALL TO ORDER: PRESIDENT BARCOMB |
| | a. The Pledge of Allegiance |
| | b. Roll Call of Board Members |
| Action | 2. APPOINTMENT OF VACANT BOARD MEMBER SEATS/Oath of Office |
| No Action | 3. EXECUTIVE SESSION |
| No Action | 4. INTRODUCTION OF ALL PRESENT |
| No Action | 5. OPINIONS AND CONCERNS FROM THE AUDIENCE |
| | (Each speaker shall be limited to a maximum of 3 minutes. The entire public participation period shall be limited to no more than 30 minutes.) |
| No Action | 6. STRATEGIC PLAN SURVEY RESULTS – Jane Landry |
| No Action | 7. FACILITIES ADVISORY COMMITTEE UPDATE & RECOMMENDATIONS – |
| | --Dr. Mark Davey, Dr. Hollis Palmer & Garrett Hamlin, Tetra Tech Architects & Engineers |
| | 8. MINUTES OF PREVIOUS MEETING |
| Action | a. April 11, 2018 Annual Board Meeting (Enc. 1) |
| Action | b. April 11, 2018 Regular Board Meeting (Enc. 2) |
| | 9. CONSENT AGENDA FINANCIAL |
| Action | a. Certification of Warrant (Enc. 3) |
| Action | b. Treasurer’s Report (Enc. 4) |
| Action | c. Donations (Enc. 5) |
| Action | d. Budgets (Enc. 6) |
| Action | e. General Staffing Agreement (Enc. 7) |
| Action | f. Agreement (Enc. 8) |
| Action | g. CVES Total Budget (Enc. 9) |
| | 10. OLD BUSINESS |
| No Action | a. None this month |
| | 11. CONSENT AGENDA PERSONNEL |
| Action | a. Resignation for the Purpose of Retirement (Enc. 10) |
| Action | b. Resignation (Enc. 11) |
| Action | c. Leave of Absence (Enc. 12) |
| Action | d. Voluntary Decrease (Enc. 13) |
| Action | e. Salary Increase (Enc. 14) |
| Action | f. Tenure Appointments (Enc. 15) |

- Action g. Permanent Appointment (Enc. 16)
- Action h. Intern Appointment (Enc. 17)
- Action i. Facilitator (Enc. 18)
- Action j. Substitutes (Enc. 19)
- Action k. 2018 Summer Work (Enc. 20)

12. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- Action a. Memorandum of Agreement with CVES 12-Month Support Staff (Enc.21)
- No Action b. Revised Policies – 1st Reading (Enc. 22)
- Action c. Requests for Approval to Attend Conference/Workshop (Enc. 23)
- Action d. 2018-19 CVES Board Meeting Dates (Enc. 24)

13. NEW BUSINESS

- Action a. SEQRA Resolution (Enc. 25)

No Action 14. SUPERINTENDENT'S UPDATE – Dr. Mark Davey

No Action 15. OTHER

No Action 16. NEXT BOARD MEETING

Wednesday, June 13, 2018, at the Instructional Services Center in Plattsburgh – Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.

No Action 17. REPORTS FROM DIRECTORS (Enc. 26)

Action 18. ADJOURNMENT

MOTIONS TO ENTER INTO EXECUTIVE SESSION

1. A MATTER WHICH WILL IMPERIL THE PUBLIC SAFETY IF DISCLOSED
2. A MATTER WHICH MAY DISCLOSE THE IDENTITY OF A LAW ENFORCEMENT AGENT OR INFORMER
3. A MATTER OF INFORMATION RELATING TO A CURRENT OR FUTURE INVESTIGATION OR PROSECUTION OF A CRIMINAL OFFENSE WHICH WOULD IMPERIL EFFECTIVE LAW ENFORCEMENT IF DISCLOSED
4. A MATTER OF DISCUSSION REGARDING PROPOSED, PENDING OR CURRENT LITIGATION
5. A MATTER OF COLLECTIVE NEGOTIATIONS PURSUANT TO ARTICLE 14 OF CIVIL SERVICE LAW (THE TAYLOR LAW)
6. A MATTER OF THE MEDICAL, FINANCIAL, CREDIT OR EMPLOYMENT HISTORY OF A PARTICULAR PERSON OR CORPORATION, OR MATTERS LEADING TO THE APPOINTMENT, EMPLOYMENT, PROMOTION, DEMOTION, DISCIPLINE, SUSPENSION, DISMISSAL OR REMOVAL OF A PARTICULAR PERSON OR CORPORATION.
7. A MATTER OF THE PREPARATION, GRADING OR ADMINISTRATION OF EXAMINATIONS
8. A MATTER OF THE PROPOSED ACQUISITION, SALE OR LEASE OF REAL PROPERTY OR THE PROPOSED ACQUISITION OF SECURITIES, OR SALE OR EXCHANGE OF SECURITIES HELD BY THE SCHOOL DISTRICT IF SUCH DISCUSSION PUBLICITY WOULD SUBSTANTIALLY AFFECT THE VALUE THEREOF
9. A MATTER RELATED TO A SPECIFIC STUDENT OF THE DISTRICT

CHAMPLAIN VALLEY EDUCATIONAL SERVICES

VISION

TO MEET THE NEEDS AND EXPECTATIONS OF COMPONENT SCHOOLS, COMMUNITIES, AND ALL LEARNERS WHO ARE EFFECTED BY OUR SERVICES.

MISSION

CVES, IN PARTNERSHIP WITH LOCAL SCHOOL DISTRICTS AND THEIR COMMUNITIES, THE BOARD OF REGENTS AND THE COMMISSIONER OF EDUCATION, WILL BE A LEADER IN PROVIDING QUALITY, COST-EFFECTIVE PROGRAMS AND SERVICES THAT SUPPORT SCHOOL DISTRICTS AND THEIR COMMUNITIES TO ACHIEVE HIGHER STANDARDS THROUGH ENHANCED EDUCATIONAL OPPORTUNITIES.

IMPORTANT DATES

May 9, 2018	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
May 15, 2018	NTHS Ceremony – Rainbow Banquet Hall, Altona – 7:00 p.m.
May 23, 2018	NTHS Ceremony – Moriah High School Auditorium – 7:00 p.m.
May 30, 2018	SkillsUSA Awards – Butcher Block – 6:00 p.m.
June 7, 2018	No. Country Loggers Awards Banquet – 7:00 p.m.
June 8, 2018	Special Ed Career Pathways Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 9, 2018	HSED Graduation – Westside Ballroom – 1:00 p.m.
June 13, 2018	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
June 19, 2018	CV-TEC Graduation Ceremony – SUNY Field House – Plattsburgh – 7:00 p.m.
June 20, 2018	CV-TEC Graduation Ceremony – Moriah Central School – 7:00 p.m.

ENC. 1

Recommend that the Board approve the Draft Minutes from the April 11, 2018 Annual Board meeting.
(attached)

ENC. 2

Recommend that the Board approve the Draft Minutes from the April 11, 2018 Regular Board meeting.
(attached)

ENC. 3

Recommend that the Board approve the Certification of Warrant for March 26, 2018 to April 27, 2018.
(attached)

ENC. 4

Recommend that the Board approve the Treasurer's Report from March 31, 2018. (attached)

ENC. 5

Recommend that the Board approve the following Donations:

1. For our Student Stipend Fund:

United Way (March 2018)	31.86
Pepsi (April 2018)	86.26
United Way (April 2018)	<u>31.86</u>
TOTAL	- \$149.98

2. Donation of a 1986 Invader 187 Runabout Boat for the purpose of re-sale, from Lawrence Lanwehr, with an estimated value of \$2,300.00. This donation will benefit the students of the Marine Tech Program at the Mineville Campus.

3. Donation of a 1987 Century 3500 LX Runabout Boat for the purpose of re-sale, from Beate Tobin, with an estimated value of \$1,200.00. This donation will benefit the students of the Marine Tech Program at the Mineville Campus.

4. Donation of a 1999 Glastron SX 175 Runabout Boat for the purpose of re-sale, from Sarah Hoagland, with an estimated value of \$5,200.00. This donation will benefit the students of the Marine Tech Program at the Mineville Campus.

5. Donation of a 1989 Chris Craft 210 Bowrider Boat for the purpose of re-sale, from Watch Point, LLC, with an estimated value of \$2,400.00. This donation will benefit the students of the Marine Tech Program at the Mineville Campus.

ENC. 1

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
ANNUAL MEETING

April 11, 2018
Instructional Services Center, Plattsburgh, New York

2018 MINUTES

The Annual Meeting was called to order at 8:05 p.m. by President [redacted]. The following people were present:

DRAFT

C.V.E.S Board Members

Larry Barcomb
Linda Gonyo-Horne
Richard Harriman, Sr.
Donna LaRocque
Ed Marin
Thomas McCabe
Bruce Murdock
Lori Saunders
Florence Sears
Michael St. Pierre

Executive Officer

Dr. Mark C. Davey

Board Clerk

Meaghan Rabideau

Other Present

Teri Calabrese-Gray
Michael Horne
Jennifer Parker
Daniel Mayberry
Christine Myers
Reginald McDonald
Michele Friedman
Hollis Palmer
James R. McCartney III
Rod Sherman
Garrett Hamlin
Betsy Laundrie
Mark Allen
Dal Valentioi
Christine Crowley
Michael Shusda
Eric Bell

President Barcomb requested nominations from the floor to elect a Chairperson for the Annual Meeting. Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, to nominate Mr. St. Pierre as Chairperson for the Annual Meeting. All Board Members present voted yes—motion carried. Mr. St. Pierre assumed Chairmanship of the meeting, and asked that the meeting begin.

Chairman St. Pierre turned the meeting over to Dr. Davey. Dr. Davey welcomed everyone and reviewed the purpose of the Annual Meeting. Dr. Davey provided an introduction to the 2018-19 budget presentation. He highlighted the major funding areas for education of the recently approved 2018 NYS Budget and shared amounts of the 17 component districts Foundation Aid increases for 2018-19. Dr. Davey introduced Dr. Hollis Palmer, Interim Assistant Superintendent of Management Services, who summarized the major points of CVES' 2018-19 budget. He highlighted the impact of the health insurance premium rate increase, the increased overall administrative capital budget with respect to retirees, where most other areas of the budget had limited overall increases. He also noted the annual budget vote on April 26, 2018 for the component districts & May 9, 2018 where it will be recommended that the CVES Board approve the 2018-19 budget. Teri Calabrese-Gray, Reggie McDonald, and Michele Friedman then presented report card information for their respective divisions.

There being no further business, Mrs. LaRocque moved, seconded by Mrs. Gonyo-Horne, that the Annual Meeting be adjourned at 9:07 p.m. All Board Members present voted yes--motion carried.

Meaghan Rabideau, Board Clerk

DRAFT

DRAFT

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
Board of Cooperative Educational Services
Sole Supervisory District of Clinton, Essex,
Warren and Washington Counties

DATE: April 11, 2018
KIND OF MEETING: Regular Board Meeting
PLACE: Instructional Services Center, Plattsburgh, NY

Board Members Present:

Larry Barcomb
Linda Gonyo-Horne
Richard Harriman, Sr.
Donna LaRocque
Ed Marin
Thomas McCabe
Bruce Murdock
Lori Saunders
Florence Sears
Michael St. Pierre

Board Members Absent:

Leisa Boise
Evan Glading
Mark R. Henry
Richard Malaney
Paul Mudie

District Superintendent

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Others Present:

Teri Calabrese-Gray
Michael Horne
Jennifer Parker
Daniel Mayberry
Christine Myers
Reginald McDonald
Michele Friedman
Hollis Palmer
James R. McCartney III

Rod Sherman
Garrett Hamlin
Betsy Laundrie
Mark Allen
Dal Valentioi
Christine Crowley
Michael Shusda
Eric Bell

MEETING
TO ORDER

President Barcomb called the meeting to order at 6:36 p.m.

CV-TEC PLANT
SALES
ANNOUNCEMENT

Jennifer Parker, CV-TEC co-teacher of Environmental Conservation and Forestry, informed the Board that the students of the program are wrapping up the maple sugaring season and heading into the plant season. Their annual plant sale will begin on May 1st and will run every Tuesday and Thursday through May 31st. The plant sale brochure was shared with the Board including a list of sale times, dates and plants available for purchase.

EXECUTIVE
SESSION

Mrs. Gonyo-Horne moved, seconded by Mrs. LaRocque, that the Board go into Executive Session at 6:43 p.m. for the following reasons: #4 - A matter of discussion regarding proposed, pending or current litigation; #5 - A matter of collective negotiations pursuant to article 14 of civil service law (the Taylor Law); #6 - A matter of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;; #9 - A matter related to a specific student of the district. In Executive Session, the District Superintendent reviewed and discussed the evaluation timeline and confirmed its process. Next, several contractual items were discussed and an update was provided on a CVES administrative search underway. Several personnel matters were discussed and a labor relations update was provided. Lastly, a matter of potential student discipline was shared with the Board. All Board Members present voted yes—motion carried.

Mr. Murdock moved, seconded by Mrs. LaRocque, to come out of Executive Session at 8:02 p.m. All Board Members present voted yes—motion carried.

OPINIONS &
CONCERNS FROM
THE AUDIENCE

Dr. Palmer informed the Board that Jim McCartney has been in contact with a local factory that is closing, and is in conversation regarding potential donations of equipment to CVES. Mr. McCartney was thanked for his efforts on this matter. Mrs. Friedman invited each Board member to attend CV-TEC open house at the Plattsburgh Campus on April 17th and at the Mineville Campus on April 18th. Mrs. Teri Calabrese-Gray shared a heroic story on behalf of Mr. McDonald and his wife who recently came across a four-car accident while traveling in Kentucky. Mr. McDonald and his wife bravely pulled a woman from a burning car and were able to help others in the wreckage as well.

FINANCING A
POTENTIAL
BOCES CAPITAL
PROJECT
PRESENTATION

The financial advisors for the potential BOCES Capital Project from Fiscal Advisors & Marketing, Inc. were present to provide a presentation to the CVES Board. Ms. Christine Crowley, CIPMA, Vice President/Municipal Advisor and Mr. Michael Shusda, Accounting Services, shared the PowerPoint presentation titled “A Proposed Capital Project Financing Overview”. The presentation detailed the potential timeline for both pre-referendum and post-referendum steps by CVES and how best to maximize aidability of a potential project. Ms. Crowley and Mr. Shusda informed the Board of the two types of finance options for the project. First, they explained the Dormitory Authority of the State of New York (DASNY) option. The second option of financing is where each component district can finance their share of the project independently, and that each option had their share of advantages and disadvantages. Finally, they presented a hypothetical cost scenario of the cost to each district based on their current resident weighted average daily attendance (RWADA).

FACILITIES
ADVISORY
COMMITTEE
UPDATE

Dr. Mark Davey and Dr. Hollis Palmer updated the Board on the most recent Facilities Advisory Committee (FAC) meeting held on March 28, 2018. During this meeting, the committee came to a consensus recommendation regarding the potential purchase of the Satellite campus, if in the future, the CVES Board recommends moving forward with the potential Capital Project. Next, the FAC committee reviewed several priority items to be considered in the Capital Project, including, but not limited to a new roof at the Plattsburgh main campus, new energy efficient windows and renovated bathrooms to meet current students needs. The next FAC meeting will be held on April 23, 2018. The FAC committee hopes to conclude their discussions and finalize their draft recommendations to be shared with the CVES Board on May 9, 2018. Lastly, Garrett Hamlin of Tetra Tech Architects & Engineers, presented a potential timeline for the BOCES Capital Project if approved later this year. Mr. Hamlin addressed critical need items, scope considerations and preliminary sketches. Mrs. Lori Saunders inquired about CVES’ plan to communicate to the community and component districts. She wanted to insure that CVES had a thorough and extensive public relations approach involving both in-house and external PR assistance available to educate our BOCES-wide stakeholders including school districts, superintendents, parents and community members throughout our 17 component districts.

PREVIOUS
MINUTES

Mrs. Gonyo-Horne moved, seconded by Mrs. LaRocque, that the Board approve the minutes of the March 22, 2018 Regular Board meeting as presented. All Board Members present voted yes—motion carried.

CONSENT
AGENDA
FINANCIAL

Mrs. LaRocque moved, seconded by Mrs. Gonyo-Horne, to approve the following consent agenda Financial items 9a – 9g as presented. All Board Members present voted yes—motion carried.

CERTIFICATION
OF WARRANT

(9a) Certification of Warrant for March 5, 2018 to March 23, 2018, be accepted as presented.

TREASURER’S
REPORT

(9b) Approve the Treasurer’s Report from February 28, 2018.

DONATION

(9c) Approve the following Donation:

1. Donation of a Rolling Job Box from Mike Ryan, with an estimated value of \$2,000.00. This donation will benefit the students of the Electrical Design Classroom.

CROSS-
CONTRACT
BUDGETS

(9d) Approve the following Cross-Contract Budgets:

1. Recruitment Component with Frontline Education – Franklin-Essex-Hamilton BOCES budget in the amount of \$30,000 for the 2017-2018 school year, to accommodate a cross contract with FEH BOCES and Beekmantown. (Co-Ser 626 – Management Services)

2. Transportation CTE Shuttles – Washington-Saratoga-Warren-Hamilton-Essex BOCES budget in the amount of \$100 for the 2017-2018 school year, to accommodate a cross contract with WSWHE BOCES and Schroon Lake. (Co-Ser 652 – Management Services)

CROSS-
CONTRACT
BUDGET
INCREASE

(9e) Approve the following Cross Contract Budget Increase:

1. Substitute Coordination – Franklin-Essex-Hamilton BOCES budget from \$3,400 to \$22,900, for the 2017-2018 school year, to accommodate for increased service requests with FEH BOCES. (Beekmantown, Schroon Lake) (Co-Ser 618 – Management Services)

COMMUNICATION
SITE CONTRACT

(9f) Approve the following Communication Site Contract:

1. Contract between Clinton-Essex-Warren-Washington BOCES and Wendland Communications, LLC for the purpose of leasing telecommunications space in the Town of Monkton, Vermont for a period of three years beginning April 1, 2018 and ending March 31, 2021. Commencing with the initial contract term of April 1, 2018 through March 31, 2019 the rent shall be \$4,600. For the second and third contract term the base rent shall remain the same, with Consumer Price Index (CPI) increases allowed. (ISC)

INDEPENDENT
AUDITOR
APPOINTMENT/
MANAGEMENT
LETTER

(9g) Appoint West & Company, CPAs, PC, of Gloversville, NY, as the CEWW BOCES Independent Auditor for the 2017-18 audits (to be conducted during the 2018-19 school year) and approve the engagement letter (attached). The fee for the 2017-18 audit is \$16,500.

CONSENT
AGENDA
PERSONNEL

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, to approve the following Consent Agenda Personnel items 11a –11j as presented. All Board Members present voted yes— motion carried.

RESIGNATION
FESSETTE

(11a) Accept the following letter of Resignation:

1. April Fessette, Typist, effective April 6, 2018.

LEAVE OF
ABSENCE CROMP-
TESTO

(11b) Leave of Absence:

1. Kimberly Crompt-Testo, unpaid leave of absence, effective March 13, 2018 – May 29, 2018.

TERMINATION
PATRIE

(11c) Terminate the following person in accordance with Civil Service Law:

1. Thomas Patrie, Teacher Aide/ Student Aide, Effective February 20, 2018.

CIVIL SERVICE
PROBATIONARY
APPOINTMENT
FOX

(11d) Appoint the following person(s) to a 52-week Civil Service Probationary Appointment as follows:

1. Jennie Fox, Teacher Aide/Student Aide, Effective April 12, 2018, Annualized Salary of \$15,976.00 (Prorated), Actual Earned Salary of \$4,174.53 (2017-2018).

PERMANENT
APPOINTMENT
NGUYEN

(11e) Grant a Permanent Appointment (Civil Service) to the following person:

1. Nhi Nguyen, Teacher Aide/Student Aide, effective May 11, 2018.

AMEND
TEMPORARY
APPOINTMENT
SCOVILLE-
UPHAM

(11f) Amend the effective date to *April 23, 2018* through June 30, 2018 (from April 16, 2018 through June 30, 2018) that was approved at the March 22, 2018 Board meeting whereby the Board granted a Temporary appointment to Douglas Scoville-Upham as a Special Education Teacher.

ADULT
EDUCATION
INSTRUCTOR

(11g) Approve the following Adult Education Course Instructor for the 2017-2018 school year:

Adult Education Instructor – Contract (\$37.00/hour)
Katie Brooks

FACILITATOR

(11h) Approve the following list of Facilitators for the period of March 23, 2018 through June 30, 2018:

Facilitator (\$30.00/hour)
Theresa Crowningshield

TEMPORARY
GRANT
APPOINTMENTS

(11i) Approve the following Temporary Grant appointments through December 31, 2018 as follows:

1. Brenden Lawliss, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour
2. Danielle Stevens, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour.
3. Biandi Batu-Tiako, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour.
4. Brandon Bouchard, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour.
5. Eric Serlock, Work Study Student, not to exceed 160 hours, at the rate of \$10.40/hour.

SUBSTITUTES

(11j) Approve the following list of substitutes:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Location</u>
Eric Cassavaugh	Temp on Call Teacher Aide/Student Aide	\$73.00/day	WAF
Eric Cassavaugh	Sub Teaching Assistant	\$80.00/day	WAF
Emily Hogan	Temp on Call Teacher Aide/Student Aide	\$73.00/day	WAF

APPROVAL TO
ATTEND
CONFERENCE

Mr. Murdock moved, seconded by Mrs. Saunders, that the Board approve the following Request for Approval to attend conference/workshop as follows:

1. Linda Gonyo-Horne, Rural Schools Association Meeting, July 8-10, 2018 in Cooperstown (overnight accommodations needed).
2. Richard Harriman, Sr., Rural Schools Association Meeting, July 8-10, 2018 in Cooperstown (overnight accommodations needed).

All Board Members present voted yes—motion carried.

UNUSED SNOW
DAY

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, that the Board approve the following resolution:

WHEREBY there is an excess of snow/emergency closure days in the calendar and that (2) days be deleted from the scheduled work year at the Plattsburgh Campus due to unused snow/emergency closure days;

UNUSED SNOW
DAY CONTINUED

THEREFORE, BE IT RESOLVED, that May 25 and 29, 2018 will be designated as unused snow/emergency closure days for all 10-Month employees at the Plattsburgh Campuses and employees will not be required to report to work; **AND**,

WHEREBY, a side letter of agreement will also be formulated with the Administrative, Managerial, Confidential, and 12-Month Support Staff Units that will allow them the following with the understanding that it can be approved or disapproved on a year-to-year basis;

For all 12-Month employees at the Plattsburgh Campuses, May 25 and 29, 2018 will be designated as unused snow/emergency closure days and employees will not be required to report to work. All Board Members present voted yes—motion carried.

CVES REPORT
CARD

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, that the Board approve the CVES Report Card as presented at the Annual Meeting. All Board Members present voted yes—motion carried.

PROPOSAL

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board accept a proposal submitted by Chazen Companies of Queensbury NY for Wetland Investigation and Endangered Species Review for the anticipated Capital Project. Reviews will take place at the Plattsburgh Main Campus, the Plattsburgh Satellite Campus, and the Mineville Campus for the total amount of \$10,305. The commencement date for services is April of 2018. Be it further recommended that the CVES Board President be granted authority to enter into a service agreement contract contingent upon CVES' attorney approval. Note: No additional proposals were received. All Board Members present voted yes—motion carried.

TEMPORARY
APPOINTMENT
FORD-JOHNSTON

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, that the Board appoint the following person to a Temporary Appointment as follows:

1. Cynthia Ford-Johnston, Interim Principal, Effective April 12, 2018 through June 30, 2018, Salary of \$450/day. All Board Members present voted yes—motion carried.

STRATEGIC PLAN
UPDATE

Dr. Davey informed the Board that the 5th Annual Strategic Plan Online Survey is currently being administered to all staff from April 9th – April 20th. All staff is being encouraged to participate as their feedback is important. The Annual CVES Survey presentation will be shared with the Board on May 9, 2018 during the next monthly meeting.

SUPERINTENDENT'S
UPDATE

Dr. Davey shared with the Board a brief overview of the 2018-19 NYS Approved Budget Highlights. Next, he informed the Board that the first round of interviews for the Assistant Superintendent of Management Services (ASMS) search will be held on April 16, 2018. Third, Dr. Davey updated the Board on the ADK P-TECH program's recent decisions and next steps. Next, the Board was reminded of the upcoming 2018-19 CVES Administrative & Capital Budget component district's Boards of Education and CVES Board member election on April 26, 2018. Finally, Dr. Davey updated the Board on his most recent component visits as well as indicated the upcoming schedule of component districts to visit.

NEXT BOARD
MEETING

The next Board Meeting will be held on Wednesday, May 9, 2018, at the Yandon-Dillon Center in Mineville, a Proposed Executive Session will begin at 6:30 p.m., with the regular monthly meeting to follow.

ADJOURNMENT

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, to adjourn the meeting at 10:35 p.m. All Board Members present voted yes—motion carried.

Meaghan Robideau, Board Clerk

DRAFT

ENC. 3

MEMO

To: Meaghan Rabideau, BOCES Board Clerk
Clinton-Essex-Warren-Washington BOCES
From: Angela Jenette, Claims Auditor
Date: April 30, 2018
Re: Report for Board Agenda for May 9, 2018 Meeting

The following warrant claims were reviewed from March 26, 2018 to April 27, 2018:

<u>Warrant No. & Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #40 - 03/28/2018	*Check Nos: 218238-218240** 218286-218375**	\$ 103,292.12
W #41 - 03/30/2018	*Wire Only	\$ 7,648.28
W #42 - 04/12/2018	*Check Nos: 218423-218541**	\$ 931,795.70
W #43 - 04/19/2018	*Check Nos: 218543-218630**	\$ 733,370.88
W #44 - 04/26/2018	*Check Nos: 218678-218770	\$ 91,425.95

*Note Includes electronic wire transaction transfers for CVES Disbursements as listed below:

IRS-EFTPS: PR #20- Wire #941-033018- Warrant #42;
PR #21- Wire #941-041318- Warrant #43;

NYS Department of Tax & Finance:
PR#-Wire #

NYS Promptax: PR #20- Wire #NYS-033018- Warrant #42;
PR #21- Wire #NYS-041318- Warrant #43;

Omni Financial Group: PR #20- Wire #OMN-033018- Warrant #40;
PR #21- Wire #OMN-041318- Warrant #42;
PR #22- Wire #OMN-043018- Warrant #44;

NYS Office of Comptroller ERS Retirement & Loans: PR#19&20- Wire#ERSMAR18- Warrant#41;

Health Insurance Consortium Payments:

3/29/18	\$ 1,282,962.79
4/5/18	\$ 1,256,595.43
4/12/18	\$ 1,566,019.55
4/19/18	\$ 1,552,922.54
4/26/18	\$ 1,552,922.54

****A sequence of all checks including payroll has be verified.**

Internal Claims Auditor
(Signature) _____

Angela Jenette

CC: Hollis Palmer
Christine Myers

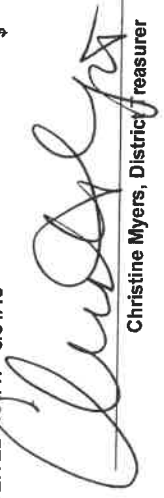
<u>Date</u>	<u>Warrant</u>	<u>Vendor #</u>	<u>Claim Audit Finding:</u>	<u>Summary Business Office Response:</u>	<u>Resolution/Options:</u>
03/27/18	Pending W#40	957	Invoice over 60 days.	Backlog in Accounts Payable due to Cross training staff.	Approved for final warrant.
03/27/18	Pending W#40	6106	Two different rates being paid for same conference stay at hotel.	Arrangements made by separate staff members, they each got different rates. Will allow check due to restricted time availability to issue. In future, all reservations for same conference should be done on one Purchase Order. Notified division and will follow-up with email. Will also have Accounts Payable contact hotel to see if rate adjustment and refund may be available.	Approved for final warrant.
03/28/18	Final W#40				\$103,292.12
03/28/18	Pending W#41		No findings, Wire Only.		Approved for final warrant.
03/28/18	Final W#41				\$7,648.28
04/11/18	Pending W#42	2741	Significant increase in purchases of unhealthy snacks.	Will notify both Assistant Superintendents of increase. Wellness policy procedure on Unhealthy snacks being developed by Directors.	Approved for final warrant.
04/11/18	Pending W#42	14723	Incorrect address.	Address corrected.	Approved for final warrant.
04/11/18	Pending W#42	9588	Service s without Purchase Order request.	Was addressed by Purchasing Agent for discussion with teacher.	Approved for final warrant.
04/12/18	Final W#42				\$931,795.70
04/18/18	Pending W#43	150301	Event occurred before Purchase Order was requested.	Purchasing Agent will remind Program Coordinator of need to have Purchase Order in place ahead of time for these types of events.	Approved for final warrant.
04/18/18	Pending W#43	13460	Per Wellness Policy items in questions; Pringles.	Due to multiple violations of unhealthy snacks, situation to be addressed by Assistant Superintendent and at Cabinet meetings.	Approved for final warrant.
04/19/18	Final W#43				\$733,370.88
04/25/18	Pending W#44	4665	Different rates same conference for hotel. Separate Purchase Orders.	Will follow-up with hotel to see why rates are different.	Removed from final warrant.
04/25/18	Pending W#44	219000	Purchase Order requested over a month after event occurred.	Was uncertain which BOCES was providing, overlooked entering by division ahead of time.	Approved for final warrant.
04/26/18	Final W#44				\$91,425.95

**CLINTON-ESSEX-WARREN-WASHINGTON BOCES
TREASURER'S REPORT - MARCH 31, 2018**

	Cash Balance February 28, 2018	Cash Receipts March	Cash Disbursements March	Cash Balance March 31, 2018	Cash Receipts Year To Date	Cash Disbursements Year To Date	Cash Balance March 31, 2018
I. CHECKING ACCOUNTS							
TD Bank - Depository							
General Fund	\$ 3,516,916.42	\$ 3,400,782.89	\$ 3,492,648.50	\$ 3,425,050.81	\$ 34,410,118.47	\$ 33,700,757.06	\$ 3,425,050.81
Special Aid Fund	\$ (65,542.39)	\$ 127,532.07	\$ 122,067.29	\$ (60,077.61)	\$ 2,145,041.47	\$ 1,707,694.99	\$ (60,077.61)
Trust & Agency Fund	\$ 396,707.94	\$ 27,615.23	\$ -	\$ 424,323.17	\$ 494,431.66	\$ 148,062.90	\$ 424,323.17
School Lunch Fund	\$ (34,214.97)	\$ 3,439.83	\$ 5,976.36	\$ (36,751.50)	\$ 26,368.88	\$ 80,040.71	\$ (36,751.50)
Capital Fund	\$ 34,000.95	\$ -	\$ 25,876.34	\$ 8,124.61	\$ -	\$ 47,705.58	\$ 8,124.61
Private Purpose Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,608.87	\$ -
TD Bank - Operating							
General	\$ 291,757.80	\$ 3,622,760.48	\$ 3,575,157.27	\$ 339,361.01	\$ 35,241,503.11	\$ 35,102,251.44	\$ 339,361.01
SAVINGS ACCOUNTS							
NYCLASS							
Trust Fund Non-Expendable	\$ 11,199.97	\$ 13.29	\$ -	\$ 11,213.26	\$ 88.46	\$ -	\$ 11,213.26
Private Purpose Trust Fund	\$ 12,276.87	\$ 14.66	\$ -	\$ 12,291.53	\$ 97.25	\$ -	\$ 12,291.53
TOTAL CASH ON HAND	\$ 4,163,102.59			\$ 4,123,535.28	\$ 72,317,649.30	\$ 70,789,121.55	\$ 4,123,535.28

	March 31, 2018 Bank Balance	Add: Deposits in Transit	Less: Outstanding Checks	March 31, 2018 Cash Balance
II. RECONCILIATION TO BANK STATEMENTS				
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 485,374.09	\$ -	\$ (146,013.08)	\$ 339,361.01
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 3,760,669.48	\$ -	\$ -	\$ 3,760,669.48
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 674.99	\$ -	\$ -	\$ 674.99
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 673.62	\$ -	\$ -	\$ 673.62
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,213.26	\$ -	\$ -	\$ 11,213.26
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 413.71	\$ -	\$ -	\$ 413.71
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 10,529.21	\$ -	\$ -	\$ 10,529.21
GENERAL FUND INTEREST RECEIVED 7/01/17 - 3/31/18				
	\$ 8,623.82			\$ 4,123,535.28

PREPARED BY:


Christine Myers, District Treasurer

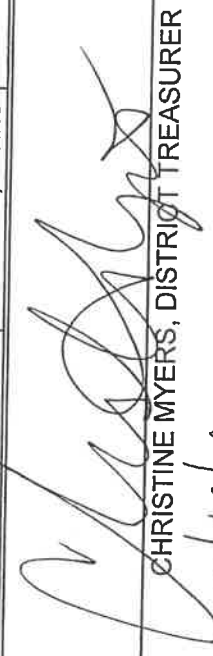
DATED:

5/4/18

CLINTON-ESSEX-WARREN-WASHINGTON BOCES
 EXTRACLASSROOM ACTIVITY FUND
TREASURER'S REPORT

FOR THE PERIOD 03/01/2018 TO 03/31/2018

TITLE OF ACCOUNT	BAL. ON HAND BEG. OF YEAR	BAL. ON HAND BEG. OF MONTH	RECEIPTS FOR MONTH	TOTAL FOR MONTH	TOTAL EXPEND. FOR MONTH	BALANCE ON HAND
SKILLS USA - PLATTSBURGH	2,435.67	6,177.44	4,001.50	10,178.94	84.63	10,094.31
SKILLS USA - MINEVILLE	154.63	1,003.09	0.00	1,003.09	0.00	1,003.09
NO. COUNTRY LOGGERS	591.32	608.58	0.00	608.58	0.00	608.58
IMAGE MAKERS	2,324.21	2,024.21	0.00	2,024.21	0.00	2,024.21
REFLECTIONS	309.89	1,062.43	0.00	1,062.43	0.00	1,062.43
LPN CLASS	1,237.64	2,452.66	0.00	2,452.66	0.00	2,452.66
ANIMAL SCIENCE	553.27	553.30	0.00	553.30	0.00	553.30
RAZOR'S EDGE	207.47	699.26	0.00	699.26	0.00	699.26
PAWS IN TRAINING	0.03	0.00	0.00	0.00	0.00	0.00
ALLIED HEALTH	0.00	0.00	0.00	0.00	0.00	0.00
SALES TAX	46.07	414.94	0.00	414.94	414.94	0.00
TOTAL	7,860.20	14,995.91	4,001.50	18,997.41	499.57	18,497.84


 CHRISTINE MYERS, DISTRICT TREASURER
 4/17/18
 DATE

03/31/2018 Bank Balance \$ 18,997.41
 Add: Deposits in Transit -
 Less: Outstanding Checks \$ (499.57)
 03/31/2018 Balance on Hand \$ 18,497.84

ENC. 6

Recommend that the Board approve the following Budgets for the 2018-2019 school year:

1. Summer School Aged Non-Specified Programs Budget in the amount of \$390,463 for the 2018-2019 school year. (Co-Ser 940 – Special Education)
2. Summer School Aged 6:1:1 Autism Budget in the amount of \$114,743 for the 2018-2019 school year. (Co-Ser 941 – Special Education)
3. Summer School Aged Intensive Therapeutic Support Program (ITSP) Budget in the amount of \$45,079 for the 2018-2019 school year. (Co-Ser 943 – Special Education)
4. Summer School Aged Related Service Only Budget in the amount of \$2,695 for the 2018-2019 school year. (Co-Ser 962 – Special Education)
5. Summer School Aged 1:1 T/A Budget in the amount of \$22,171 for the 2018-2019 school year. (Co-Ser 964 – Special Education)
6. Summer School Aged 1:1 Nurse Budget in the amount of \$6,639 for the 2018-2019 school year. (Co-Ser 965 – Special Education)
7. Summer School Aged 1:1 Aide Budget in the amount of \$212,783 for the 2018-2019 school year. (Co-Ser 966 – Special Education)
8. Cafeteria Fund Budget in the amount of \$132,258 for the 2018/2019 school year. (Co-Ser C791 – Yandon-Dillon School Lunch Fund)

ENC. 7

Recommend that the Board approve the following General Staffing Agreement:

Agreement between Clinton-Essex-Warren-Washington BOCES and ETS, Inc. for Account/Clerk Typist support at Management Services and Special Education. Current contract services will be for 1,040 hours at a rate not to exceed \$22.50 per hour or a total expenditure of \$23,400. The agreement commences upon signature and will continue for a period of 15 weeks. (Administration) (attached)

ENC. 8

Recommend that the Board approve the following Agreement:

Agreement between Clinton-Essex-Warren-Washington BOCES and the Clinton County Sheriff's Office under which the Sheriff's Office will provide the services of a School Resource Officer at CVES for the 2018-2019 school year for a total amount of \$69,519. (Administration) (attached)



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FNC. 7

General Staffing Agreement

ETS, Inc., with its principal office located at **186 US Oval, Plattsburgh, NY 12903** ("STAFFING FIRM"), and **Clinton Essex Warren Washington BOCES** with its principal office located at **1585 Military Turnpike, Plattsburgh, NY 12901**(CLIENT) agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM

1. Duties and Responsibilities

STAFFING FIRM will

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on Exhibit A under CLIENT's supervision at the locations specified on Exhibit A and will, as the common law employer of Assigned Employees, be responsible for the following;
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
- d. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- e. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
- f. HOLIDAYS, VACATIONS, AND PLANT CLOSINGS: ETS will not bill the CLIENT for holidays, vacations or for any plant closings, unless otherwise specifically agreed upon.
- g. CLIENT Executive: ETS shall designate and provide at no charge to CLIENT an ETS official to serve as liaison with CLIENT in overseeing the implementation of this agreement.
- h. Selection and Background Checks: ETS shall recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Assigned Employees to be assigned to CLIENT's facilities prior to their assignment at CLIENT.

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- i. Reports: ETS shall produce such reports as CLIENT may reasonable request pertaining to Assigned Employees. ETS shall furnish to CLIENT any other reports in such formats and at such intervals as CLIENT may reasonably request.

1.2 Right to Control

In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

CLIENT

2. Duties and Responsibilities

CLIENT will

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM. If driving approval is granted in writing, CLIENT will not permit assigned employees to operate a vehicle outside of the state of New York;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site; Because CLIENT controls the facilities in which Assigned Employees work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to CLIENT's facility, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this agreement.
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

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Joint Responsibilities

3. CLIENT and ETS affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and ETS agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, CLIENT and ETS agree to cooperate in the prompt investigation and resolution of such complaint.

CLIENT and ETS agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, CLIENT and ETS shall cooperate in compliance with any such requirements.

Payment Terms, Bill Rates, and Fees

4. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

Unpaid invoices accrue late charges after 30 days from the date of receipt at the rate of 1.5% per month (Annual Percentage rate of 18%) or the maximum legal rate, whichever is higher.

Overtime will be billed at Time and a Half.

ETS guarantees the quality and ability of the Assigned Employee requested by CLIENT. If CLIENT is unsatisfied with said employee, CLIENT must report said dissatisfaction to ETS within the first four hours of employment. Employee will be replaced by ETS and CLIENT will not be billed for the first four hours of employment.

ETS Call-in Pay. An assigned employee who by request or permission of the CLIENT reports for work on any day shall be paid for at least four hours, or the number of hours in the regularly scheduled shift, whichever is less, at their current pay rate.

5. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

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6. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM during or within **520 hours** after any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her remaining hours such that **520** total work hours will be billed to CLIENT; or (b) pay STAFFING FIRM a fee in the amount of the bill rate minus the pay rate times the remaining hours for that Assigned Employee.

Any and all candidates introduced through STAFFING FIRM and hired within one year from date of introduction are subject to the fees stated above. "Introduced" includes names forwarded or discussed, resumes submitted, and candidates interviewed with the CLIENT.

7. In addition to the bill rates specified in Exhibit A of this Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

Confidential Information

8. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

9. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

10. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence,

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gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

12. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
13. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within thirty business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
14. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

15. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
16. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
17. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
18. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
19. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
20. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
21. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
22. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.

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23. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Terms of Agreement

24. This Agreement will be for a term of one year from the first date on which both parties have executed it, and will renew automatically for successive of one year terms unless either party serves notice to terminate the agreement. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 7 days written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.



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Rate Example

Exhibit A

Position Title	Estimated Hourly Rate	ETS Bill Rate	ETS Bill Rate Percentage	Contract Duration (Hours)
Office/Admin	\$12.00/hr	\$18.00/hr	50.0%	520
	\$15.00/hr	\$22.50/hr	50.0%	520

*4% additional charge for all credit transactions

*Rate Example: will not reflect exact position titles

Clinton Essex Warren Washington BOCES

ETS, Inc

CLIENT

Signature

Signature

Chloe Ballestas

Printed Name

Printed Name

Business Development

Title

Title

Date

Date

Signature

Printed Name

Title

Date

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JOSEPH LAVORANDO
Attorney at Law
30 Clinton Street
Plattsburgh, NY 12901

Phone: (518) 561-8657

Fax: (518) 561-1443

Email: office@lavorandolaw.com

MEMORANDUM

DATE: May 1, 2018

TO: Stephanie Trombly, Purchasing Agent

FROM: Joseph Lavorando, Esq.

RE: Proposed General Staffing Agreement Between ETS, Inc. an CEWW
BOCES

CC: Dr. Mark Davey, District Superintendent
Dr. Hollis Palmer, Assistant Superintendent of Management Services
Larry Barcomb, Board President

This will acknowledge receipt, review and approval of the proposed General Staffing Agreement between ETS, Inc. and CEWW BOCES.

Please note that my approval of the above-referenced document assumes that the terms and conditions outlined therein have been carefully reviewed and approved by staff and that a determination has been made that CEWW BOCES has the ability to fulfill all of its responsibilities and comply with the applicable conditions set forth therein.

ENC. 8

AGREEMENT BETWEEN "THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF CLINTON, ESSEX, WARREN AND WASHINGTON COUNTIES, a/k/a CHAMPLAIN VALLEY EDUCATIONAL SERVICES" AND THE "CLINTON COUNTY SHERIFF'S OFFICE" TO PROVIDE A SCHOOL RESOURCE OFFICER

This agreement, made this 11th day of April, 2018 is by and between the Clinton County Sheriff's Office, "County" herein, and Champlain Valley Educational Services, "CVES" herein, with principal offices at located 1585 Military Turnpike, Plattsburgh, NY 12901.

The Clinton County Sheriff's Office shall provide CVES with a deputy sheriff for the position of School Resource Officer. CVES shall reimburse the County for said services at the annual rate of \$69,519. Said rates shall include all benefits and the County shall be responsible for Workers' Compensation and New York State Disability insurance coverage. This contract shall commence July 1, 2018 and shall remain in effect through June 30, 2019.

The County agrees to provide CVES satisfactory evidence of Law Enforcement Liability Insurance naming CVES as additional insured.

The County agrees to defend, indemnify and save harmless CVES from any and all claim(s) arising out of services performed by the County hereunder, including those specifically arising out of negligent acts or omissions of the County's officers, employees and agents, (if applicable) including any costs for legal services and the defense of any said claim(s).

This agreement may be terminated by either party, giving 30 (thirty) days written notice of its intention to terminate to the other party.

Clinton County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

CVES warrants that it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this contract, comply in all respects with the provisions of the Act and its implementing regulations.

Definition of a School Resource Officer (SRO):

1. Is a uniformed officer of the Clinton County Sheriff's Office, who will be operating a marked police vehicle, and who is responsible for safety and security on the school property.
2. The SRO will be responsible for providing a law enforcement role that will consist of enforcing state or local laws and ordinances. This may include making referrals to other county or state agencies that may be beneficial.
3. They will form a relationship with the student body that creates a positive role between the two to prevent the numbers of students needing juvenile delinquency referrals.
4. SROs are responsible for creating and maintaining a close partnership with open lines of communication between school officials, staff, students and parents/guardians.
5. School officers will be responsible for handling calls for service, complaints, investigations and arrests within their assigned schools.
6. SROs may also be required to give presentations on a variety of topics or teach the D.A.R.E. curriculum in their assigned building.

SIGNATURE OF THE PARTIES:

Champlain Valley Educational Services

By: _____ Date: _____
Dr. Mark C. Davey, Superintendent

APPROVED BY:

By: David N. Favro Date: 4/10/18
David N. Favro
Clinton County Sheriff

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____ Date: _____
Deputy County Administrator

APPROVED AS TO LEGAL FORM:

By: _____
County Attorney

Date: _____

COUNTY OF CLINTON

By: _____
Chairperson
Clinton County Legislature

Date: _____

JOSEPH LAVORANDO
Attorney at Law
30 Clinton Street
Plattsburgh, NY 12901

Phone: (518) 561-8657


Fax: (518) 561-1443

Email: office@lavorandolaw.com

MEMORANDUM

DATE: May 15, 2017

TO: Christine Myers, District Treasurer

FROM: Joseph Lavorando, Esq. 

RE: Proposed Agreement Between the Clinton County Sheriff's Office and CEWW BOCES for the period of July 1, 2017 through June 30, 2018

CC: Dr. Mark C. Davey, District Superintendent
Scott Hoot, Assistant Superintendent of Management Services
Larry Barcomb, Board President ✓

This will confirm my receipt and review of the proposed Agreement between the Clinton County Sheriff's Department and CEWW BOCES to provide the services of a School Resource Officer for the period of July 1, 2017 through June 30, 2018.

This will further confirm my approval thereof provided that the agreement is amended to reflect that the School Resource Officer shall adhere to all District policies regarding employee conduct and shall assume, and adequately complete, all responsibilities delineated in the job description attached to and made a part of the agreement as Exhibit "A".

ENC. 9

Recommend that the Board approve the total CVES budget for the 2018-19 school year in the amount of \$39,048,084.00

ENC. 10

Recommend that the Board accept the following letters of resignation for the purpose of Retirement:

1. Marjorie Trim, Teacher Aide/Student Aide, effective June 30, 2018
2. Patricia LaPage, Job Placement Aide, effective June 30, 2018

ENC. 11

Recommend that the Board accept the following letters of Resignation:

1. Reginald McDonald, Director of Special Education, effective June 30, 2018
2. Mindy Rock, Teacher Aide/Student Aide, effective May 4, 2018

ENC. 12

Leave of Absence

1. Marcia Brinton, unpaid leave of absence, effective April 19, 2018 - June 22, 2018

ENC. 13

Recommend that the Board approve the following Voluntary Decrease:

1. Name: Jerilynn LaMere
Position: Teaching Assistant - from 100% to 80%
Effective Date: August 27, 2018 – December 14, 2018
Annualized Salary: \$25,487.00 (prorated)
Actual Earned Salary: \$7,646.10

ENC. 14

Recommend that the Board approve the following salary increase for moving from the Support Staff Unit to the Confidential Unit:

1. Jessica Plympton, Account Clerk/Typist, effective April 9, 2018, \$4,000 increase.

ENC. 10

APR 23 2018
BY: *MP*

April 20, 2018

RECEIVED

MAY 3 2018

MP

OFFICE OF DISTRICT SUPT.
CEWW BOCES

Mr. Hollis Palmer
Management Services/Human Resources
Champlain Valley Educational Services
P.O. Box 455
Plattsburgh, NY 12901

Dear Mr. Palmer,

Aide

I would like to inform you that I will be retiring from my position as a full-time Teachers at
Champlain Valley Educational Services, effective June 30, 2018.

I have enjoyed working for Champlain Valley Educational Services and I sincerely appreciate the support
provided to me during my 20-year career.

If I can be of any assistance after retirement, please let me know. I'd be glad to provide whatever
assistance I can to provide a smooth transition. Thank you again and I wish you all the best.

Sincerely,

Marjorie S. Trim

Marjorie S. Trim

Patricia J. LaPage

2 Hill Drive

Plattsburgh, NY 12901

April 27, 2018

RECEIVED
APR 26 2018

SL

RECEIVED *MP*

MAY 3 2018

OFFICE OF DISTRICT SUPT.
CEWW BOCES

To Whom It May Concern;

This is my letter of resignation to inform you that as of June 30, 2018, I will be resigning my position for the purpose of retirement.

Thank You,

Patricia J. LaPage

Patricia J. LaPage

ENC. 11

13 Castle Drive
Potsdam, New York 13676
April 18, 2018

RECEIVED
APR 18 2018 MR
OFFICE OF DISTRICT SUPT.
CEWW BOCES

Dr. Mark C. Davey
District Superintendent
CVES BOCES
P.O. Box 455
Plattsburgh, NY 12901

Dear Dr. Davey,

It is with a great deal of mixed emotion that I write to submit my resignation from Champlain Valley Educational Services. I will resign effect June 30, 2018.

I have had a tremendous experience at CVES and want to thank you, the board, and the staff. I have learned a great deal and can only hope that I leave the Special Education Division in a better place.

Thank you for this opportunity! I will be ever grateful for your mentorship and your willingness to allow me to grow as an administrator. I wish CVES all the best and hope to have the opportunity to return to the region in the future.

Sincerely,



Reginald E. McDonald

APR 19 2018

BY: *MP*

4/19/18

RECEIVED

MAY 3 2018

MP

OFFICE OF DISTRICT SUPT.
SFWW BOCES

To Whom It May Concern:

Please be advised that as of 4/19/18 this is my two weeks notice, my last day will be 5/3/18

Thank you for the opportunity that you have given me it's been great working here.

I would be willing to be placed on the substitute list.

Thank You

Mindy Rock

Mindy Rock

RECEIVED

ENC 12
MAY 3 2018

MP

APR 19 2018

OFFICE OF DISTRICT SUPT.
CEWW BOCES

PT:

April 19, 2018

To the Board of Education:

I Marcia E. Brinton am asking for a medical leave of absence starting today Thursday April 19, 2018 through June 22, 2018. IF my doctor tells me that I can return back to work before the end of the school year June 22, 2018 I will be in touch with Human Resources.

Respectfully,

Marcia E. Brinton

Marcia E. Brinton
CVES Plattsburgh
Teacher/Classroom Aide.

ENC. 13

Jerilynn LaMere
Teaching Assistant
CVES
Plattsburgh NY 12901
(518)572-0824

April 19, 2018

Human Services/Management Services
P.O. Box 455
Plattsburgh NY 12901

I have returned to Plattsburgh State University College to pursue my Bachelor's degree in Childhood Education. Per my direct supervisor Ms. Jennifer Christiansen and Mr. Reginald Mc Donald's recommendation, I will need to be reduced to 80% from August 27, 2018 to Dec 14, 2018. This reduction will allow me to take Tuesdays off and continue my educational pursuit.

If you have any questions or need any further documentation, please don't hesitate to contact me at the above number.

Thank you


Jerilynn LaMere

RECEIVED
APR 23 2018

BY:

RECEIVED

MAY 3 2018



OFFICE OF DISTRICT SUPT.
CEWW BOCES

ENC. 15

1. Recognize that Angelina Waldron has been a 10-month Curriculum Coordinator since September 1, 2014 and, therefore, has secured tenure as Instructional Support Services (ISS) Special Education by estoppel.
2. Recognize that Lora Parks-Recore has been a 12-month RSE-TASC Coordinator since March 1, 2013 and, therefore, has secured tenure as Instructional Support Services (ISS) Special Education by estoppel.

ENC. 16

Recommend that the Board grant a Permanent Appointment (Civil Service) to the following people:

1. Meachele Manchester, Grants Procurement Supervisor, effective June 1, 2018
2. Surinderpal Gill, Teacher Aide/Student Aide, effective June 19, 2018

ENC. 17

Recommend that the Board approve the following list of Intern(s):

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Location</u>
Kara Taylor	Intern	\$12.00/hour	MS

ENC. 18

Recommend that the Board approve the following list of Facilitators for the period of April 12, 2018 through June 30, 2018:

Facilitator (\$30.00/hour)
Theresa Crowningshield

ENC. 19

Recommend that the Board approve the following list of substitutes:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Location</u>
Maura Trombley	Temp On-Call TA/SA	\$73.00/Daily	WAF
Mindy Rock	Temp On-Call TA/SA	\$73.00/Daily	WAF
Jennifer Furman	Temp On-Call TA/SA	\$73.00/Daily	WAF
Maura Trombley	Sub. Teaching Assistant	\$80.00/Daily	WAF
Jennifer Furman	Sub. Teacher	\$100/Daily	CV-TEC

ENC. 20

Recommend that the Board approve the following 2018 Summer work:

Classroom/Program Relocation Not to exceed 2 Days (compensation as per collective bargaining unit)

Mike Bova-Sm. Engines/Marine Tech Teacher

Steve Bassett- Automotive Tech Teacher

Nick LaCroix- Heavy Eq. /Diesel Mechanics Teacher

Classroom/Curriculum Preparation Not to exceed 3 Days (compensation as per collective bargaining unit)

Donna Wyant-ECE Teacher

COE Curriculum work Not to exceed 12 Hours

Mark Brown

Dana Poirier

Lucy Marbut

Lance Sayward

Kevin Donoghue

Colleen Lafountain

Jennifer Gero

Nicole Santaniello

Suzanne Ford-Croghan

Summer Hours

Colleen Lafountain Not-to-Exceed 15 Days

Lucy Marbut Not-to-Exceed 5 Days

Kevin Donoghue Not-to-Exceed 25 Days

Nicole Santaniello Not-to-Exceed 15 Days

Leonard Smart Not-to-Exceed 35 Days

HSE and Job Skills Training Program

Katie Brooks Not-to-Exceed 25 Days

Amy Burdo Not-to-Exceed 20 Days

Gay Ellen Carlsson Not-to-Exceed 15 Days

Alexis Dirolf Not-to-Exceed 25 Days

Karen Manning Not-to-Exceed 30 Days

Tiffany Snow Not-to-Exceed 20 Days

ENC. 21

Recommend that the Board approve the Memorandum of Agreement between C-E-W-W Board of Cooperative Educational Services and the CVES 12-Month Support Staff that acknowledges and agrees to adjust the starting salary for the position of Purchasing Agent and Payroll/Purchasing Clerk in the 12-Month Support contract. (attached)

ENC. 21

MEMORANDUM OF AGREEMENT

Between

CLINTON-ESSEX-WARREN-WASHINGTON BOARD OF COOPERATIVE
EDUCATIONAL SERVICES

And

THE CHAMPLAIN VALLEY EDUCATIONAL SERVICES 12-MONTH SUPPORT STAFF

THIS AGREEMENT is entered into by the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services ("CEWW BOCES") by Mark Davey, Ed.D, District Superintendent ("Dr. Davey"); and by the Champlain Valley Educational Services and the 12-Month Support Staff.

WHEREAS, CEWW has identified the need to adjust the starting salary for the position of Purchasing Agent and Payroll/ Purchasing Clerk in the 12-Month Support Contract

WHEREAS, the parties have engaged in collaborative discussions and have reached an agreement regarding the rate of starting salary for the Purchasing Agent and Payroll/Purchasing Clerk in the 12 Month Support Contract

WHEREAS, the parties desire to formalize the terms and conditions of their agreement;

NOW THEREFORE, the parties agree as follows:

1. For the 2017-2018 and 2018-2019 contract year the correct starting salary should be

	2017-2018	2018-2019
Purchasing Agent	\$33,782	\$34,373
Payroll/Purchasing Clerk	\$32,460	\$33,030

2. No one is directly affected by this change.
3. The parties agree that this Memorandum of Understanding is limited to the specifics of this situation and shall not be used by either party to set forth a precedent in the interpretation or application of the agreement.

X

Mark C. Davey, Ed.D

X

Kim Wimett

ENC. 22

Revised Policies – 1st Reading

#8125 Wellness Policy
#5300 Code of Conduct

ENC. 23

Recommend that the Board approve the following Requests for Approval of Attendance to Conference/Workshop for the following Board Members:

Richard Harriman, Sr. & Ed Marin
NYSSBA 99th Annual Convention
October 25-27, 2018, New York City, NY (overnight accommodations needed)

ENC. 24

Recommend that the Board approve the following CVES Board Meeting dates for the 2018-19 school year:

July 11, 2018 – Mineville
August 22, 2018 – Plattsburgh
September 12, 2018 – Mineville
October 10, 2018 – Plattsburgh
November 14, 2018 – Mineville
December 12, 2018 – Plattsburgh
January 9, 2019 – Mineville
February 13, 2019– Plattsburgh
March 13, 2019 – Mineville
April 10, 2019 – Mineville
May 8, 2019 – Plattsburgh
June 12, 2019– Plattsburgh

ENC. 25

Recommend that the Board approve the following Resolution:

Be it resolved that the Clinton–Essex–Warren–Washington Board of Cooperative Educational Services (BOCES) is considering a Capital Project that would involve the acquisition of land and buildings at the Satellite Campus, relocating the Instructional Services Center (ISC) to the Satellite campus, and performing Capital Improvement renovations throughout the BOCES. The Board authorizes its Architects and Attorneys to begin the SEQRA process necessary for a potential future voter referendum.

Note: This copy pending final approval from School Attorney and Garrett Hamlin.

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

8125

WELLNESS POLICY

The declining health of our children is a nationwide crisis. Childhood obesity and other diet-related diseases are increasing at alarming rates and have reached epidemic levels. But the problem doesn't end with just being overweight or obese. Children who are overweight are at risk of developing serious long-term health problems, including Type 2 diabetes, cardiovascular disease and stroke, hypertension, high blood pressure, gallbladder disease, asthma, and certain cancers. Overweight children are more often affected by discrimination, stress and low self-esteem and are more likely to become obese adults. Poor diets and physical inactivity is poised to replace tobacco use as the number one cause of preventable death in this country. In New York State, cardiovascular disease is the leading cause of death despite improvements in prevention, detection, and intervention. The establishment of lifelong good nutrition and physical activity habits is the key to reversing this alarming trend.

RATIONALE

The Board of Education recognizes that schools are in a position to influence the lifelong dietary and physical activity habits of children. They, in partnership with parents, are responsible for conveying the importance of good nutrition, effective exercise and generally healthy lifestyles. The Board further recognizes that students who are well nourished and healthy are more likely to be academically motivated, alert and successful and that good nutrition plays a crucial role in cognitive development, **and learning, functional ability, and health.**

HEALTH AND WELLNESS

The Board of Education is committed to maintaining an academic and work environment for all students and employees that promote good nutrition and physical health. It is the intention that this will lead to the improved health of our students, staff, and school community. To that end, the Board of Education directs a Health and Wellness Committee to develop, implement and evaluate guidelines which will govern the food-related activities of all groups within the school.

IMPLEMENTATION, MONITORING AND REVIEW

The Health, Safety, Risk Management Specialist will convene the Wellness Committee twice a year to review and, as necessary, revise the policy. Administrators will ensure implementation of the Wellness Policy.

NUTRITION

Nutrition plays a crucial role in cognitive development, **and learning, functional ability, and health.**

Reimbursable School Meals

- Foods and beverages sold or served at school will meet the nutrition recommendations of the United States Dietary Guidelines for Americans and USDA’s “All Foods Sold in Schools” standards.
- CVES will provide students **and staff** with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- To the maximum extent practicable, CVES will participate in available federal school meal programs.
- School personnel will encourage students to choose and consume full meals for maximum nutritional benefit.

Foods and Beverages Sold Individually (during the school day)

All food and beverages sold ~~or consumed~~ outside the reimbursable school meal programs (including vending machines) during the school day, will meet the nutrition requirements established by local, state and federal statutes and regulations. ~~Work-based learning labs/teaching programs will utilize the local, state and federal statutes and regulations as a guideline.~~ **On a case by case basis, building administration will use local, state, and federal statutes and regulations as a guideline when making exceptions to this policy.**

Fundraising Activities

To support community health and school nutrition education efforts, CVES will encourage fundraising activities that promote physical activity and healthy nutritional choices.

Celebrations

Schools should limit celebrations that involve foods that do not meet the nutrition standards. Parents will be encouraged to send in healthy treats for celebrations.

Classroom Preparations

Food preparations in the classroom setting should meet nutritional requirements established by local, state, and federal statutes and regulations.

Nutrition Education and Promotion

CVES aims to teach, encourage and support healthy eating by students **and staff**. CVES should provide nutrition education and engage in nutrition promotion that:

- Provides students with the knowledge and skills necessary to promote and protect their health.
- Integrates into other components of a coordinated program.
- Includes enjoyable, developmentally appropriate, culturally relevant, participatory activities, such as contests, promotions, taste testing, farm visits, and school gardens.
- Promotes fruits, vegetables, whole grain products, low fat and fat-free dairy products, healthy food preparation methods, and health enhancing nutrition practices.
- Includes training for teachers and other staff.
- Encourages parents to provide healthy snacks.

- **Encourages staff to model and promote healthy food and beverage choices, along with healthy wellness behaviors.**

PHYSICAL ACTIVITY

Daily Activity K-12

CVES will provide daily physical activity for all students required under New York State educational law. New York State Standards will serve as a guide for the physical education program. A certified physical education teacher will teach all physical education classes. Students will participate in moderate to vigorous physical activity when appropriate to their capabilities/limitations. **Staff is encouraged to participate in and model physical activities throughout the school day.**

Daily Recess

CVES students participating in a full day academic program should participate in supervised recess, preferably outdoors, with appropriate space and equipment for a minimum of 30 minutes. School personnel should verbally encourage moderate to vigorous physical activity. In the same light, it is important for classroom teachers to provide short physical activity breaks, which are grade level appropriate when extended periods of inactivity have occurred. Staff shall limit denying participation in recess or other physical activity opportunities as a form of discipline or punishment unless the safety of students is in question.

Educational Facilities

All facilities will be clean, safe, hazard free and accessible.

Physical Education Curriculum

The goal of the Physical Education curriculum is to foster a lifestyle of activity and play, hoping to instill a need for physical fitness. Physical Education classes will strive: to develop coordination and control to provide opportunities for increased responsibility; a wide range of skills and experiences which will develop initiative, self-reliance, self-worth, honesty and kindness to others; to develop a sense of fair play and cooperation; and to provide an integration of the Physical Education class with the subject areas being taught in the classroom. Students will be assessed on class objectives and behavior, which include effort, attitude and cooperation and prepare students with team and individual sports skills with an emphasis on physical wellness and lifelong activities.

Physical Education Parental Involvement

Parents should be encouraged to promote their child's physical education program by providing appropriate clothing, emotional support, etc. If students are not able to participate in a regular scheduled physical education class, an alternative physical activity will be implemented meeting the Physical Education standards. This will include a movement activity outside of the Physical Education setting, as applicable.

Adopted February 8, 2017

Summary of Recommended Changes to the Code of Conduct Policy

1. Changes in Section II. Definitions:

Modifications:

In-School Detention: an intermediate step between minor behavior problems and out of school suspension for serious or continuous discipline problems. The ~~secondary~~ student may be separated from the classroom.

Plagiarism: the use or close imitation of the language and ideas of another author and representation of them as one's own original work. This includes copying from electronic sources. ~~(from the (e.g.) World Wide Web), even with minor alterations.~~

Addition:

Title IV: [Applies to CV-TEC Division Adult Students] The programs authorized under Title IV of the Higher Education Act are the major source of federal student aid. Title IV programs include: Loans; Federal Family Education Loan (FFEL); Direct Loan; Federal Perkins Loan Grants; Federal Pell Grant; Academic Competitiveness Grant (ACG); National SMART Grant; Federal Supplemental; Educational Opportunity Grant (FSEOG); Federal Work-Study (FWS). Title IV also requires participating institutions to ensure student safety and appropriate interventions for inappropriate student behavior.

2. Changes in Section III. Individual Rights and Responsibilities:

Modifications:

CVES STUDENT RIGHTS AND RESPONSIBILITIES ~~With every right comes a responsibility . . .~~

3. Changes in Section VI. Prohibited Conduct:

Modifications:

D. Engaging in Any Conduct That Endangers the Safety, Morals, Health or Welfare of Others

12. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging alcoholic beverages, tobacco, tobacco products, electronic cigarettes, ~~vaping & vaping devices, vaping components, vaping fluids,~~ illegal substances, or being under the influence of any of these. "Illegal substances" include, but are not limited to: inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, lookalike drugs, and any substances commonly referred to as

Additions:

G. Legal Sanctions and Risks Regarding Unlawful Possession, Use or Distribution of Illicit Drugs and Alcohol

In addition to the above, Title IV CV-TEC Adult Students must comply with Legal Sanctions and Risks Regarding Unlawful Possession, Use or Distribution of Illicit Drugs and Alcohol which can be found in it's entirety in the Adult Education Handbook ***

Adult students enrolled in CV-TEC's CTE daytime and continuing education programs must abide by all CVES Code of Conduct standards and procedures as outlined herein. Institutional disciplinary actions consistent with this Code, with DASA, and with adherence to Title IV adult regulations will apply. More detailed information regarding Title IV-related consequences for

non-compliance can be found in the CV-TEC Adult Education Handbook and online on CV-TEC's Financial Aid web page.

4. Changes in Section VII. Student Discipline: Consequences and Procedures:

Modifications:

If the conduct of a student is related to a disability or suspected disability, specific procedures outlined (**Section X of this document**) within this Code must be followed.

Addition:

Disciplinary Consequences

Adult students enrolled in CV-TEC's CTE daytime and continuing education programs must abide by all CVES Code of Conduct standards and procedures as outlined herein. Institutional disciplinary actions consistent with this Code, with DASA, and with adherence to Title IV adult regulations will apply. More detailed information regarding Title IV-related consequences for non-compliance can be found in the CV-TEC Adult Education Handbook and online on CV-TEC's Financial Aid web page.

5. Changes in Section XIV. Public Conduct on CVES Property

Modifications:

Prohibited Conduct

9. possess, consume, sell, attempt to sell, purchase, attempt to purchase, distribute or exchange alcoholic beverages, tobacco, tobacco products, electronic cigarettes, **vaping devices, components, and/or liquids**, illegal substances, prescription and over-the-counter drugs, "look-alike drugs," and other substances (e.g., dietary supplements, weight loss pills) or be under the influence on CVES property or at a CVES function;

Recommend Revise Policy
1st Reading

5300

Champlain Valley Educational Services

CODE OF CONDUCT

CVES CODE OF CONDUCT

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CODE OF CONDUCT

CVES Mission Statement

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

CVES Vision Statement

“We aspire to be a nationally recognized, premier provider of dynamic and innovative programs and services, serving as a catalyst for personal and regional economic growth.”

Core Beliefs

- *Students are our first priority.*
 - *We value open and honest communication.*
 - *We embrace collaboration and shared decision-making.*
 - *We promote creativity and innovation.*
 - *All students can learn and be successful.*
 - *We all lead by example.*
 - *We act with integrity, fostering respect for all.*
 - *Students, family and community are valued partners for success.*
 - *We ensure a safe, supportive learning and work environment.*
 - *We all impact the educational process and are dedicated to perform at the highest possible levels.*
- Teachers, administrators, parents, employers and our community share the responsibility for helping students learn.*

Public Non-Discrimination Notice:

Champlain Valley Educational Services does not discriminate on the basis of race, color, national origin, sex, disability, age or any other legally protected status in its programs, activities, employment and admissions; and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding this nondiscrimination policy may be directed to one of the following Civil Rights Compliance Officers:

Mr. James McCartney III
518 Rugar Street
Plattsburgh, NY 12901
(518) 561-0100 Ext. 243

Ms. Cathy Snow
OneWorkSource
Plattsburgh, NY 12903
(518) 561-0430 x 3079

Mr. Reginald McDonald
CVES– William A. Fritz
1585 Military Turnpike
Plattsburgh, NY 12901

I. INTRODUCTION

Champlain Valley Educational Services (CVES) strives to sustain and enhance the capacity of component school districts to carry out their roles as the chief instrument in the education of the children, youth and adults in their communities.

CVES is committed to providing a safe and orderly educational environment where students receive, and CVES personnel deliver, quality educational services without disruption or interference. Responsible behavior by all individuals, including students, teachers, parents, volunteers, vendors, contractors, CVES staff, component district personnel, and other visitors is essential to achieving this goal.

CVES has a long-standing set of expectations for conduct on CVES property and at CVES functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity.

CVES has adopted and has implemented Therapeutic Crisis Intervention for Schools (TCIS). The TCIS system assists public and private schools in preventing crises from occurring, in de-escalating potential crises, in managing disruptive and acute physical behavior, in reducing potential and actual injury to staff and students, in teaching students adaptive coping skills, and in developing a learning organization. This model gives schools a framework for implementing a crisis prevention and management system that reduces the need to rely on high risk interventions. (Holden, M.J; Holden, J.C, 2013)

CALM: A medically-evaluated physical intervention program developed by the New England Center for Children focusing on de-escalation and the safety of students and staff. CALM procedures are not intended to be used as a behavior intervention or to reduce challenging behaviors. CALM was developed specifically for professionals working with students over the age of 5 and diagnosed with autism or related disorders. CALM will be used in the Autism classrooms at CVES.

CVES aspires to:

- Foster an environment of mutual trust and respect;
- Raise people's knowledge, skill and opportunity;
- Inspire students, staff and communities to pursue equity and excellence and to lead by example.

The Board recognizes the need to define clearly these expectations for acceptable conduct on CVES property, to identify the possible consequences of unacceptable conduct, and to ensure that discipline when necessary is administered promptly and fairly. CVES Code of Conduct has been developed and will be maintained in collaboration with all individuals, including students, teachers, administrators, parents, CVES safety personnel and other representation.

Further, the Code of Conduct has been written to comply with Project SAVE legislation – the Safe Schools Against Violence in Education Act and the Dignity for All Students Act (DASA). The law seeks to improve school safety and ensure a safe and effective learning environment.

Unless otherwise indicated, this Code applies to all individuals, including: students, CVES personnel, parents, persons in parental relation, volunteers, vendors, contractors and other visitors when on CVES property or attending a CVES function. Adult students enrolled in adult education programs should consult their individual program handbook and student handbook for specific disciplinary procedures. CVES programs or services provided in component district/"host building" locations, unless otherwise authorized, shall comply with the Code of Conduct prescribed by that building/district. Students who attend any CVES program, regardless of that program's location, should be aware that their conduct will be subject not only to CVES' Code of Conduct and the applicable component district's/"host building's" Code of Conduct, but may also be governed by additional provisions of the Code of Conduct in place in the student's home district of residence.

II. DEFINITIONS

For purposes of this code, the following definitions apply:

Behavior Management System: a process or system of consequences for behavior that is developed and monitored by staff in a particular building or program which is used by staff and students in order to monitor and improve student behaviors.

School Administrator: a certified administrator who is responsible for the supervision and management of a CVES site.

Business Day: Monday through Friday, except for federal or State holidays.

CALM: A medically-evaluated physical intervention program developed by the New England Center for Children focusing on de-escalation and the safety of students and staff. CALM procedures are not intended to be used as a behavior intervention or to reduce challenging behaviors. CALM was developed specifically for professionals working with students over the age of 5 and diagnosed with autism or related disorders. CALM will be used in the Autism classrooms at CVES.

CVES Function: a CVES sponsored curricular, co-curricular and/or extracurricular event or activity, or a CVES sponsored work site/internship.

CVES Property: Means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus or any CVES owned or leased equipment, building, structure, playground, parking lot or land wherever situated. (Education Law §11[1]).

Cheating: the use of fraudulent means to complete an academic assignment or test.

Co-Regulation: non-verbal and verbal strategies that staff use to provide support in a way that helps reduce stress and risk during a crisis.

Compulsory School Age: a minor who becomes six years of age on or before the first of December in any school year shall be required to attend upon full-time instruction from the first day that the appropriate public school is in session in September of such school year, and a minor who becomes six years of age after the first of December in any school year shall be required to attend upon full-time instruction from the first day of session in the following September; and, shall be required to remain in attendance until the last day of session in the school year in which the minor becomes 16 years of age.

Controlled Substance: drugs that have a legitimate medical purpose, coupled with a potential for abuse and psychological and physical dependence.

Cyber bullying: " shall mean harassment or bullying as defined in subdivision seven of this section, including paragraphs (a), (b), (c) and (d) of such subdivision, where such harassment or bullying occurs through any form of electronic communication."

Dignity for All Students (DASA) Complaint Officer. The staff member who is responsible for receiving reports or complaints of bullying and harassment and cyberbullying, as defined by DASA. CVES has appointed the Administrator of the Building, or their designee.

Dignity for All Students (DASA) Coordinator: A staff member in each school who is trained in human relations in the area of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender and sex.

Disability: means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held (Education Law §11[4] and Executive Law §292[21]).

Disciplinary Change in Placement: a suspension or removal from a student's current educational placement that is either: 1. more than 10 consecutive school days or 2. for a period of 10 consecutive days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year; because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and because of such additional factors as the length of each suspension or removal, the total amount of time the student has been removed and the proximity of the suspensions or removals to one another. The school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

Disruptive Student: a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

District Superintendent: Chief School Officer for a Board of Cooperative Educational Services (BOCES) pursuant to Education Law.

Emotional Harm that takes place in the context of harassment or bullying shall be defined as harm to an individual's emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with an individual's education or work environment. Such conduct shall include, but is not limited to, acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (which includes a person's actual or perceived sex, as well as gender identity and expression), or sex. (Education Law §11[7])

Expedited Due Process Hearing: an impartial hearing conducted in an expedited manner under the circumstances and in accordance with the procedures specified in the Commissioner's Regulations.

Fabrication: falsifying or inventing any information, citation, or data.

Firearm: as defined by Gun-Free Schools Act (18 USC Section 921) means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of such weapon, any firearm muffler or silencer, or any "destructive device" (i.e., any explosive, incendiary, or poison gas, including bombs, grenades, rockets or other similar devices).

Functional Behavioral Assessment (FBA): the process of determining why a student engages in behaviors that impede learning and how the student's behavior relates to the environment. The functional behavioral assessment includes, but is not limited to:

- the identification of the problem behavior;
- the definition of the behavior in concrete terms;
- the identification of the contextual factors that contribute to the behavior (including cognitive and affective factors); and
- the formulation of a hypothesis regarding the general conditions under which a behavior usually occurs and probable consequences that serve to maintain it.

“Harassment” and “bullying” shall mean the creation of a hostile learning or work environment by conduct or by threats, intimidation or abuse, including cyberbullying, that:

- (a) has or would have the effect of unreasonably and substantially interfering with an individual's educational performance, opportunities or benefits, or mental, emotional or physical well-being; or
- (b) reasonably causes or would reasonably be expected to cause an individual to fear for his or her physical safety; or
- (c) reasonably causes or would reasonably be expected to cause physical injury or emotional harm to an individual; or
- (d) occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property.

For purposes of this definition, the term “threats, intimidation or abuse” shall include verbal and non-verbal actions. (Education Law §11[7])

Acts of harassment and bullying shall include, but not be limited to, those acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (which includes a person's actual or perceived sex, as well as gender identity and expression), or sex. For the purposes of this definition the term "threats, intimidation or abuse" shall include verbal and non-verbal actions. (Education Law §11[7])

Hazing: an abusive and often humiliating form of initiation into or affiliation with a group including any willful action taken or situation created which recklessly or intentionally endangers the mental, emotional or physical health of another.

Hearing Officer: an individual assigned by a Board of Education (pursuant to Education Law Section 4404(1), or by the Commissioner in accordance with section 200.7(d)(1)(i) of this Part), to conduct a hearing and render a decision.

Home school district: a secondary student's school district of residence.

Illegal drugs - a controlled substance except for those legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or any other federal law, including, for instance using drugs in violation of a prescription.

Individualized Educational Program (IEP): a written statement developed, reviewed and revised in accordance with the Regulations of the Commissioner that includes the components specified in the Regulations to be provided to meet the unique educational needs of a student with a disability.

Individuals: As used in the CVES Code of Conduct, refers to all students, CVES personnel, parents, persons in parental relation, volunteers, vendors, contractors and other visitors when on CVES property or attending a CVES function.

Individuals with Disabilities Education Act (IDEA): the federal law related to the education of students with disabilities.

In-School Detention: an intermediate step between minor behavior problems and out of school suspension for serious or continuous discipline problems. The **secondary** student may be separated from the classroom.

Itinerant Teacher: a certified staff member who provides specialized services, such as hearing, vision, or other educationally related services to students and is not assigned to one program or building. These teachers usually travel to various sites in order to deliver specialized services. Itinerant teachers are expected to adhere to the building and program parameters for discipline of each location in working with students attending that school unless otherwise authorized.

Loitering: wandering or standing without purpose.

Long Term Suspension: a suspension of more than five consecutive school days.

Manifestation Determination: a review of the relationship between the student's disability and the behavior subject to disciplinary action that is conducted by the Committee on Special Education (CSE) or 504 Committee of the student's home school district.

Other Administrative, Managerial, and Technical Staff: individuals who are responsible for central office operations or specialized instructional or administrative management services who provide support or oversight to various CVES programs or to component districts.

Plagiarism: the use or close imitation of the language and ideas of another author and representation of them as one's own original work. This includes copying from electronic sources. ~~(from the (e.g.) World Wide Web), even with minor alterations.~~

School: unless otherwise designated, the location of a CVES program or service.

School Day: any day, including a partial day, students are in attendance at school for instructional purposes.

School function: a school-sponsored or school-authorized curricular, co-curricular and/or extra-curricular event or activity regardless of where such event or activity takes place or a CVES sponsored work site/internship.

Short Term Suspension: a suspension of five or less consecutive school days.

Student: a person who participates in any CVES program and who is either sponsored by a school district or attends as an adult.

Student Support Service Personnel: means any staff member who provides direct educationally related services or assists students in coping with peer pressure and emerging personal, social, emotional and physical problems. These services are provided by psychologists, social workers, counselors, school counselors, behavior specialists, ESL teachers, hearing teachers, vision teachers, mobility teachers, speech teachers, occupational or physical therapists.

Superintendent's Hearing: A disciplinary hearing conducted pursuant to Education Law by a District Superintendent, Superintendent of schools, or a hearing officer designated by a Superintendent of schools, to determine whether a student should be suspended from instruction for more than five consecutive school days.

Teacher Removal: any classroom teacher has the power and authority to remove a disruptive student in accordance to Education Law.

Therapeutic Crisis Intervention for Schools (TCIS): assists schools in preventing high-risk and disruptive crisis behaviors from occurring, de-escalating potential crises, managing acute physical behaviors, reducing potential and actual injury to students and staff, teaching students positive coping skills, and helping to create learning organizations. It provides schools with a model for eliminating the need for physical interventions by putting in place a system to promote learning and reflective practice. TCIS may utilize interventions when a student is at imminent risk to themselves or to others.

Violent Student: an individual who:

- commits an act of violence upon a school employee, or attempts to do so;
- commits, while on school property or at a school function, an act of violence upon another individual or any other person lawfully on school property or at the school function, or attempts to do so;
- possesses, while on school property or at a school function, what appears to be a weapon;
- displays, while on school property or at a school function, what appears to be a weapon;
- threatens, while on school property or at a school function, to use a weapon;
- knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function;
- knowingly and intentionally damages or destroys school district property.

Title IV: [Applies to CV-TEC Division Adult Students] The programs authorized under Title IV of the Higher Education Act are the major source of federal student aid. Title IV programs include: Loans; Federal Family Education Loan (FFEL); Direct Loan; Federal Perkins Loan Grants; Federal Pell Grant; Academic Competitiveness Grant (ACG); National SMART Grant; Federal Supplemental; Educational Opportunity Grant (FSEOG); Federal Work-Study (FWS). Title IV also requires participating institutions to ensure student safety and appropriate interventions for inappropriate student behavior.

Weapon: any device, instrument, material or substance (animate or inanimate) that is used for or readily capable of causing physical injury or death (e.g., dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb).

III. INDIVIDUAL RIGHTS AND RESPONSIBILITIES

CVES is committed to safeguarding the rights given to all individuals under State and federal law and to promote a safe, healthy, orderly and civil school environment.

CVES STUDENT RIGHTS AND RESPONSIBILITIES **With every right comes a responsibility . . .**

RIGHTS

1. To attend CVES and be granted the opportunity to receive a quality education.
2. To be made aware of the CVES rules and policies, and to be treated in a manner consistent with these policies when resolving disciplinary matters.
3. To have the opportunity to present your version of the facts and circumstances in all disciplinary matters.

4. To take part in all CVES activities on an equal basis regardless of race, gender, ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, or disability.
5. To feel safe in the school environment and not be intimidated or harassed by others.
6. To express your style and dress in a manner that is appropriate for a school setting.

RESPONSIBILITIES

To attend school, internships and jobsites regularly and on time, perform assignments, and strive to do your highest quality work.

To understand CVES Code of Conduct, obey the rules it contains and to be accountable for your actions.

To be truthful and respectful in the resolution of conflicts with all parties involved.

To be respectful and supportive to all who are participating in CVES academic and extracurricular activities.

To behave in a manner that will not jeopardize the safety and well-being of yourself or others, and respect and treat others in a fair and equitable manner.

To dress in a safe manner that is not educationally distracting to others, is appropriate for the program, and is in accordance with the CVES dress code policy.

IV. ESSENTIAL PARTNERS IN CREATING A POSITIVE SCHOOL CLIMATE

All parents and Persons in Parental Relation are expected to:

1. Recognize that the education of their children is a joint responsibility of the parents/person(s) in parental relation and the school community;
2. Send their children to school ready to participate and learn;
3. Ensure their children attend school regularly and on time;
4. Ensure absences are excused pursuant to CVES Attendance Policy;
5. Ensure their children be dressed and groomed in a manner consistent with the student dress code, uniform requirements and/or safety requirements for specific programs;
6. Know school rules and help their children understand them;
7. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment;
8. Promote positive behavior in their children by helping them to accept the consequences of their actions and by becoming involved in the behavior management/disciplinary process;
9. Convey to their children a supportive attitude toward education and CVES;
10. Build positive relationships with teachers, other parents and their children's friends;
11. Help their children deal effectively with peer pressure;
12. Inform school officials of changes in the home situation that may affect student conduct or performance.

All teachers are expected to:

1. Establish and sustain a safe, orderly, and productive classroom environment by establishing and sustaining reasonable expectations for student conduct within their classroom and program;
2. Enforce the Code of Conduct with their students and engage with appropriate others to ensure that student conduct matters are resolved promptly and fairly;
3. Refrain from creating or enabling a hostile learning/work environment;

4. Maintain a climate of mutual respect and dignity, which will strengthen student's self-concept and promote confidence to learn;
5. Be prepared to teach;
6. Demonstrate interest in teaching, concern for student well-being, achievement and educational progress, and respond appropriately to the individual needs of each student;
7. Be knowledgeable of, and be able to, apply effective classroom/building behavior management techniques, Therapeutic Crisis Intervention for Schools (TCIS) philosophy and techniques, as well as CALM philosophy and techniques for the ABA program;
8. Fulfill those duties which are important to each student's emotional, social, behavioral and academic progress, including but not limited to:
 - a. course objectives, lesson plans, draft IEPs, and other related documents
 - b. marking/grading procedures
 - c. assignment deadlines
 - d. expectations for students
 - e. classroom discipline plan
 - f. behavior management system.
9. Communicate regularly with students, parents, person(s) in parental relation and other teachers concerning growth and achievement.
10. Adhere to and enforce the Code of Conduct for CVES or district-based school.
11. Maintain a professional atmosphere and appearance and use language appropriate for their professional position that does not detract from the educational environment.

All student support service personnel and teacher aides are expected to:

1. Provide educationally related service(s), as appropriate, to support students in their educational program;
2. Support educational and academic goals;
3. Assist students in coping with peer pressure and emerging personal, social, emotional, and physical problems;
4. Know CVES policies and rules and enforce them in a fair and consistent manner in accordance with the Code of Conduct;
5. Be knowledgeable of, and be able to apply, effective classroom behavior/building management techniques and the Therapeutic Crisis Intervention for Schools (TCIS) philosophy and techniques;
6. Communicate regularly, as appropriate, with students, parents and other staff;
7. Adhere to the Code of Conduct for CVES or district-based school.
8. Maintain a professional atmosphere and appearance and use language appropriate for their professional position that does not detract from the educational environment.

All school administrators are expected to:

1. Promote a safe, orderly and academically stimulating school environment that supports active teaching and learning;
2. Ensure that students and staff have the opportunity to communicate regularly with the building principals/supervisors and approach the building principals/supervisors for redress of grievances;
3. Evaluate all instructional programs for which they are responsible on a regular basis;
4. Support the development of and student participation in school functions;
5. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly;
6. Be knowledgeable of, and be able to apply, effective classroom/building behavior management techniques, and the Therapeutic Crisis Intervention for Schools (TCIS) philosophy and techniques and assure their utilization in the building/program;

7. Ensure that a behavior management system is created and supported to meet the needs of students enrolled in their building.
8. Maintain a professional atmosphere and appearance and use language appropriate for their professional position that does not detract from the educational environment.

All administrative, managerial, and technical staff is expected to:

1. Provide specialized instructional and administrative services to CVES and component districts;
2. Support the implementation of the Code of Conduct;
3. Assure that the staff under their supervision conforms to the Code of Conduct.
4. Maintain a professional atmosphere and appearance and use language appropriate for their professional position that does not detract from the educational environment.

All other CVES staff is expected to:

1. Perform specialized non-instructional duties that support the operational functioning of the school/CVES;
2. Know school/CVES policies and rules and support the implementation of the Code of Conduct.
3. Maintain a professional atmosphere and appearance and use language appropriate for their professional position that does not detract from the educational environment.

The DASA Coordinator is expected to:

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex.
2. Oversee and coordinate the work of the building-level bullying prevention committees.
3. Identify curricular resources that support infusing civility in classroom instruction and provide guidance to staff as to how to access and implement those resources.
4. Coordinate, with the Professional Development Committee, training in support of the bullying prevention committee.
5. Be responsible for monitoring and reporting on the effectiveness of CVES' bullying prevention policy.
6. Address personal biases that may prevent equal treatment of all students and staff.

The District Superintendent (or his/her designee) and the Board are expected to:

1. Ensure the collaboration of student, teacher, administrator, and parent organizations, CVES safety personnel and other CVES personnel to develop a Code of Conduct that clearly defines expectations for the conduct of students, CVES personnel, volunteers, vendors, contractors and visitors on CVES property and at CVES functions;
2. Review and approve at least annually the CVES Code of Conduct to evaluate the Code's effectiveness and the fairness and consistency of its implementation;
3. Lead by example by conducting Board meetings in a professional, respectful and courteous manner.
4. Maintain a professional atmosphere and appearance and use language appropriate for their professional position that does not detract from the educational environment.

V. INDIVIDUAL CIVILITY

All interactions and communications (including the use of electronic devices) among students, teachers, CVES administrators, other CVES personnel, volunteers, vendors, contractors and visitors on CVES property and at CVES functions will be appropriate, civil and respectful. Individuals are expected to behave with dignity and treat others with respect and courtesy. Individuals should respect their peers, teachers, and school staff.

Individual behavior should not interfere with the rights of others. Individuals are expected to use language that is appropriate in demonstrating respect for self and others. Profanity, vulgar language including, but not limited to, negative comments based on a person's actual or perceived race, gender (including identity and expression), ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, or disability and obscene comments or gestures toward others will not be tolerated. Appropriate disciplinary action when violations occur will be taken.

ACCEPTABLE USE POLICY (AUP)

All individuals are expected to abide by the CVES Acceptable Use Policy (AUP). Any violation to the AUP are subject to disciplinary consequences as outlined in Section VII of the Code of Conduct.

ELECTRONIC DEVICES

Students are prohibited from using any device which electronically communicates, sends, receives, stores, reproduces or displays voice or text communication or data during the school day, except as expressly permitted in connection with authorized use. These include, but are not limited to cellular phones, pagers, smart phones, music and media players, laser pointer or pens, gaming devices, tablets, laptop computers and personal digital assistants. While students are permitted to possess such devices during the school day, they are prohibited from using them in any manner which disrupts the educational environment/process. If a student violates this policy, then he/she is subject to discipline under this provision or any other provision in the CVES Code of Conduct that may be applicable to the circumstances involved. Any electronic device that is permitted on school property is encouraged to be kept on the person and used in a responsible, non-disruptive manner.

Teachers and all other CVES personnel must adhere to the CVES AUP and should exemplify and reinforce acceptable behavior regarding the possession/use of electronic devices.

CVES is not responsible for any devices being lost, stolen or damaged while at school or at a school function. Personal electronic devices are the sole responsibility of the individual.

STUDENT DRESS CODE

The responsibility for the dress and appearance of students shall rest with individual students and parents. They have the right to determine how the student shall dress, provided that such attire is not destructive to CVES property, complies with requirements for health and safety, does not interfere with or distract from the educational process, or infringe upon the rights of others. The administration is authorized to take action in instances where individual dress does not meet these stated requirements.

While the CVES administration may require students participating in physical education classes to wear certain types of clothing such as sneakers, socks, shorts and tee shirts, they may not prescribe a specific brand which students must buy. Uniforms or other safety equipment/attire may be required for specific programs.

A student's dress, grooming and appearance, including but not limited to hair style/color, jewelry, make-up and nails, shall:

1. Be safe, appropriate and not disrupt or interfere with the educational program;
2. Refrain from wearing brief and/or see-through garments;
3. ensure that undergarments are not exposed and are completely covered with outer clothing;
4. Include footwear at all times; footwear that is a safety hazard will not be allowed;
5. Not include items that are vulgar, obscene, libelous or denigrate others on account of a person's race, gender (including identity and expression), ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, or disability;
6. Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities;
7. Not display or wear anything signifying gang affiliation.

Each school administrator or his or her designee shall be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year. Additional details about dress code may be addressed in building student handbooks.

Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with the acceptable item. Any student who repeatedly fails to comply with the dress code may be subject to further discipline, up to and including out of school suspension.

Teachers and all other CVES personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting.

VI. PROHIBITED CONDUCT

The CVES Board expects all individuals conduct themselves in an appropriate and civil manner in accordance with the CVES Code of Conduct, with proper regard for the rights and welfare of other students, personnel and other members of the school community, and for the care of facilities and equipment. These expectations also apply to internships and student work experience.

CVES strives to provide an environment in which individuals can achieve the knowledge and skills, in collaboration with faculty and staff, to develop social and emotional maturity. CVES personnel are expected to facilitate and model appropriate behavior and promote self-regulation.

The Board recognizes the need to be clear and specific in expressing its expectations for student conduct while on CVES property or engaged in a CVES function. The rules of conduct listed below are intended to do that and focus on safety and respect for the rights and property of others.

Individuals are expected to accept responsibility for their own behavior. Individuals may be subject to disciplinary action, up to and including suspension from school or removal from a program, when they engage in conduct that is disorderly, insubordinate, disruptive, violent, endangers the safety, morals, health or welfare of others, engage in misconduct on school-provided transportation, or engage in academic misconduct including work/internship sites. The CVES Board expects all individuals on CVES campuses and CVES activities to avoid:

A. Engaging in Disorderly Conduct

Examples of disorderly conduct include, but are not limited to:

1. Engaging in any act which disrupts the operation of the school community, running in hallways, making unreasonable noise, and using language or gestures that are profane, lewd, vulgar, abusive, intimidating, or that offends or incites others;
2. Obstructing vehicular or pedestrian traffic;
3. Trespassing. Students and unauthorized personnel are not permitted in any area of the school building, other than the one they regularly attend, without permission from CVES personnel;

4. Loitering. Students and unauthorized personnel are not permitted to loiter on school property;
5. Misusing computer/electronic communication devices, including any unauthorized or inappropriate use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the CVES Acceptable Use Policy for Technology Resources;
6. Unauthorized use of personal electronic devices/equipment (e.g., cell phones, personal music and gaming devices, and other personal electronic devices);
7. Unauthorized use of personal computer, laptop and/or other computerized information resources through CVES computer system is prohibited.

B. Engaging in Conduct that is Insubordinate or Disruptive

Examples of insubordinate or disruptive conduct include, but are not limited to:

1. Failing to comply with the reasonable directions of teachers, school administrators or other CVES employees or otherwise demonstrating disrespect;
2. Missing or leaving school or class without permission;
3. Endangering the health and safety of other individuals or interfering with educational process or CVES activities by means of inappropriate appearance or behavior as per CVES Code of Conduct;
4. Interfering with the authority of the teacher or other CVES personnel;
5. Participating in public displays of affection on school property, including school sponsored events.

C. Engaging in Conduct that is Violent

Examples of violent conduct include, but are not limited to:

1. Committing, threatening or attempting any act of violence (such as hitting, kicking, punching, or scratching) upon a CVES employee;
2. Committing, threatening or attempting an act of violence (such as hitting, kicking, punching, or scratching) upon another student or any other person lawfully on school property;
3. Possessing a weapon (see definition). Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on CVES property or at a CVES function;
4. Displaying what appears to be a weapon;
5. Threatening to use any weapon(s);
6. Using weapon(s);
7. Intentionally damaging or destroying CVES property, the personal property of a student, teacher, volunteer, contractor, vendor, administrator, other CVES employee or any person lawfully on CVES property, or at a CVES function including but not limited to graffiti or arson;
8. Communication by any means, including oral, written or electronic (such as through the Internet or e-mail) off school property, where the content of such communication (a) can reasonably be interpreted as a threat to commit an act of violence on school property; or, (b) results in material or substantial disruption to the educational environment.

D. Engaging in Any Conduct That Endangers the Safety, Morals, Health or Welfare of Others

Examples of such conduct include, but are not limited to:

1. Lying, deceiving or giving false information to school personnel;
2. Stealing CVES property or the property of other students, school personnel or any other individual lawfully on school property or while attending a school function;
3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them. This can include posting or publishing video, audio recordings or pictures (written material, cell phones, internet, YouTube, etc.);
4. Discrimination, which includes the use of race, gender (identity and expression), ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, or disability as a basis for treating another in a negative manner;

5. Harassment or bullying, as defined in this code of conduct or violation of the Dignity for All Students Act (DASA).
6. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm and/or emotional discomfort; for example, “play” fighting, extortion of money, overt teasing, etc.;
7. "Cyberbullying, as defined by this code of conduct or the Dignity for All Students Act (DASA). Such acts include for example use of texts, emails, or social media to harass or bully students.
8. Sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, taking, sending or receiving sexually explicit videos, pictures or auditory recordings and other verbal or physical conduct or communication of a sexual nature;
9. Displaying signs of gang affiliation or engaging in gang-related behaviors that are observed;
10. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any CVES or school sponsored activity, organization, club or team;
11. Possessing, using, viewing, selling or distributing obscene material;
12. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging alcoholic beverages, tobacco, tobacco products, electronic cigarettes, **vaping & vaping devices, vaping components, vaping fluids**, illegal substances, or being under the influence of any of these. “Illegal substances” include, but are not limited to: inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, lookalike drugs, and any substances commonly referred to as “designer drugs”;
13. Possessing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging drug paraphernalia;
14. Use of products in a manner other than intended by the manufacturer;
15. Inappropriately possessing (look at board policy to see if there is a limitation), using, sharing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging prescription and over-the-counter drugs;
16. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing, or exchanging “look-alike drugs”; or, possessing or consuming (without medical authorization), selling, attempting to sell, distributing or exchanging other substances such as dietary supplements, weight loss pills, etc.;
17. Gambling and gaming, including online activities;
18. Inappropriate touching and/or indecent exposure;
19. Initiating or reporting warning of fire or other catastrophe without valid cause, misusing 911, or tampering with emergency devices;
20. Violating privacy when using school restroom facilities.
21. Creating or enabling a hostile learning/work environment.
22. Violating the Student Driver or Passenger Procedures.

E. Engaging in Misconduct While Utilizing School-Provided Transportation

It is crucial for students to behave appropriately while riding on school-provided transportation to ensure their safety and that of other passengers and to avoid distracting the driver. Students are required to conduct themselves on school-provided transportation in a manner consistent with the CVES and district Code of Conduct and established standards for classroom behavior. Behaviors such as excessive noise, pushing, shoving and fighting will not be tolerated. Students misbehaving on school-provided transportation under the authority or supervision of CVES will be in violation of CVES Code of Conduct. Students who misbehave on school-provided transportation under the authority or supervision of the home district going to or from a CVES program will be referred to their home district for discipline.

F. Engaging in any Form of Academic Misconduct

Examples of academic misconduct include, but are not limited to:

1. Plagiarism;
2. Cheating;
3. Copying;
4. Altering records;
5. Forgery;
6. Violation of the Acceptable Use Policy;
7. Fabrication;
8. Assisting another student in any of the above actions.

G. Legal Sanctions and Risks Regarding Unlawful Possession, Use or Distribution of Illicit Drugs and Alcohol

In addition to the above, Title IV CV-TEC Adult Students must comply with Legal Sanctions and Risks Regarding Unlawful Possession, Use or Distribution of Illicit Drugs and Alcohol which can be found in it's entirety in the Adult Education Handbook

Adult students enrolled in CV-TEC's CTE daytime and continuing education programs must abide by all CVES Code of Conduct standards and procedures as outlined herein. Institutional disciplinary actions consistent with this Code, with DASA, and with adherence to Title IV adult regulations will apply. More detailed information regarding Title IV-related consequences for non-compliance can be found in the CV-TEC Adult Education Handbook and online on CV-TEC's Financial Aid web page.

VII. STUDENT DISCIPLINE: CONSEQUENCES AND PROCEDURES

While CVES utilizes proactive and preventative strategies consistent with the established DASA Guiding Principles to address inappropriate behavior, disciplinary action may be necessary. Methods of student discipline vary in style and effectiveness. Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that is fair, consistent and impartial. While no single method of discipline is recommended or mandated, all discipline is to be appropriate to the situation and in accordance with law, regulations and CVES policies.

As a general rule, discipline will be progressive. This means that a student's first violation will usually lead to a less serious consequence than subsequent violations. Each student will be disciplined individually by authorized school personnel taking into account the following factors:

1. The student's age;
2. The nature of the offense and the circumstances which led to the offense;
3. The student's prior disciplinary record;
4. The effectiveness of other forms of discipline;
5. Information from parents, teachers and others, as appropriate;
6. Other extenuating circumstances;
7. If the conduct of a student is related to a disability or suspected disability, specific procedures outlined **(Section X of this document)** within this Code must be followed.

For special education students in a CVES program, the Board accepts that students with disabilities often display a range of behaviors that would be deemed disruptive within a regular education setting. These behaviors may include conduct that is disorderly, insubordinate, disruptive, or violent as defined in Section II. The CVES programs incorporate behavior management systems and classroom expectations as part of the overall instructional program that are designed to address this range of student behaviors. Infractions by students with disabilities will be addressed in accordance with this Code of Conduct and the law.

Disciplinary Consequences

In addressing student behaviors that may impede learning, CVES uses a variety of appropriate educational management techniques including, but not limited to:

1. Positive supports, strategies and interventions to improve students' motivation, social skills, problem solving abilities, anger management, and conflict resolution abilities;
2. Environmental modifications to support students' abilities to maintain attention, stay on task, and control their behavior;
3. Division-wide behavior management systems and classroom expectations to improve students' abilities to understand the connections between their behavior and outcomes.

Students who are found to have violated the CVES Code of Conduct may be subject to the following disciplinary actions whether alone or in combination. The school personnel identified after each consequence listed in the table below are authorized to impose that consequence consistent with the student's right to due process.

CONSEQUENCE	AUTHORIZED PERSONNEL
1. Verbal Warning	Any member of CVES staff
2. Written Warning/Referral	Educational program staff
3. Written notification to parent	Teachers, student support services personnel, Principal, supervisor or designee
4. Suspension of other privileges	School Administrator, or designee
5. In-School Detention	School Administrator, or designee
6. Formal removal from classroom	Educational program staff, School Administrator, or designee
7. Short-term (five days or less) suspension*	Official of the student's home district upon recommendation of CVES School Administrator, or designee
8. Long-term (more than five days) suspension from school *	Official of the student's home district upon recommendation of CVES School Administrator, or designee
9. CVES Program exclusion *	Officials of CVES and the student's home district
10. Permanent suspension from CVES program(s) *	Official of the student's home district upon recommendation of CVES School Administrator, or designee
*CVES school administrators work in close collaboration with each student's home district for all suspensions.	

Parents/person(s) in parental relation are powerful partners in a student's behavioral growth, and in their child's development of acceptable social skills. CVES realizes that good communication and informal relations between parents and educators are critical to resolving discipline issues. The use of sustained, multiple, coordinated interventions at home and in school provide students with the consistency they need to develop appropriate behaviors. Parents/person(s) in parental relation are encouraged to help the school staff by reinforcing positive school behavior and disciplinary consequences. CVES recognizes that parental involvement in the behavioral process is required for the student to develop the behaviors that will ensure success in the school setting and life. Therefore, it is our philosophy to provide the parent/guardian with regular and early notification by phone or in writing when a student's behavior is problematic in addition to the required procedural notifications covered below.

Adult students enrolled in CV-TEC's CTE daytime and continuing education programs must abide by all CVES Code of Conduct standards and procedures as outlined herein. Institutional disciplinary actions consistent with this Code, with DASA, and with adherence to Title IV adult regulations will apply. More detailed information regarding Title IV-related consequences for non-compliance can be found in the CV-TEC Adult Education Handbook and online on CV-TEC's Financial Aid web page.

Procedures

All students are entitled to due process. In all cases, authorized school personnel must inform the student of the alleged misconduct and must investigate. Authorized school personnel shall provide the student an opportunity to present his/her version of the facts.

Suspension from Extracurricular Activities and/or Transportation Related Thereto

A student subjected to a suspension from such privileges is not entitled to a full hearing pursuant to Education Law Sections 3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the CVES official imposing the suspension to discuss the conduct and the consequence arising from that conduct.

In-School Detention

The Board recognizes that CVES must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes Building administrators or designees to place students in "in-school detention."

A student subject to an in-school detention is not entitled to a full hearing pursuant to Education Law Section 3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the CVES official imposing the in-school detention to discuss the conduct and the consequence involved.

Formal Removal of Disruptive Students by a Teacher

A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using appropriate classroom management techniques as listed under the Disciplinary Consequences section.

On occasion, a student's behavior may become disruptive. For purposes of this Code of Conduct, a disruptive student is a student who is **substantially disruptive** of the educational process or **substantially interferes** with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.

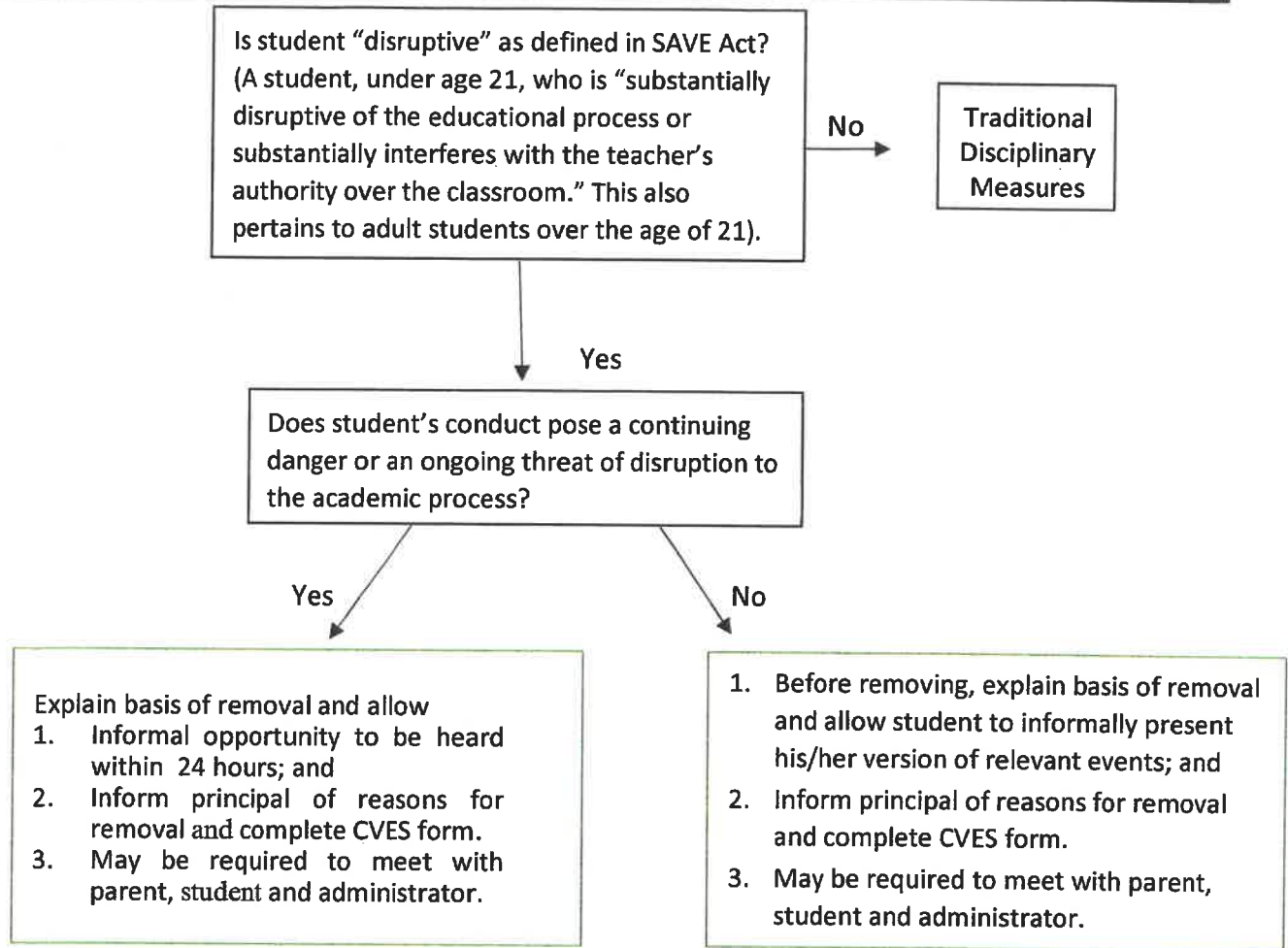
A classroom teacher may remove a disruptive student from class for up to two days. The removal from class applies to the class of the removing teacher only.

The procedural requirements for a formal removal by a teacher of a student are:

1. If the disruptive student does not pose a danger or on-going threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being formally removed and an opportunity to explain his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher formally remove a student from class;
2. If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be formally removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24-

- hours, provided that if such 24-hour period does not end on a school day, it shall be extended to the corresponding time on the next school day;
3. The teacher must complete a CVES-established form for a formal removal by a teacher and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the formal removal and to present the CVES form for a formal removal by a teacher. If the principal or designee is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day;
 4. Within 24-hours after the student's formal removal by a teacher, the principal or another administrator designated by the principal, must notify the student's parents that the student has been formally removed from the class and why. The notification must also inform the parent that he or she has the right, upon request, to meet informally with the principal or the principal's designee to discuss the reasons for the formal removal. If such 24-hour period does not end on a school day, it shall be extended to the corresponding time on the next school day. The 24-hour notification, if by telephone or in person, will be immediately followed by a written notice;
 5. The principal may require the teacher who ordered the formal removal to attend the informal conference;
 6. If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was formally removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's formal removal by a teacher. If such 48-hour period does not end on a school day, it shall be extended to the corresponding time on the second school day next following the pupil's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal;
 7. The principal or the principal's designee may overturn the formal removal of the student from class if any one of the following are found:
 - a. The charges against the student are not supported by substantial evidence;
 - b. The student's formal removal is otherwise in violation of law or the provisions of this Code of Conduct;
 - c. The conduct warrants suspension from school pursuant to Education Law Section 3214 and a suspension will be imposed.
 8. The principal or his or her designee may overturn a formal removal by a teacher at any point between receiving the referral form issued by the teacher and the close of business on the school day next succeeding the end of the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of the formal removal expires, whichever is less;
 9. Any disruptive student who is formally removed from the classroom by the classroom teacher shall be offered continued educational programming and activities by a certified teacher in an alternate setting until the student is permitted to return to the classroom;
 10. Each teacher must keep a complete log (on a CVES-provided form) for all cases of formal removal of students from his or her class. The principal must keep a building log of all formal removals by the teachers of students from class;
 11. Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. See Section II (Definitions) "Disciplinary Change of Placement" for details. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the principal or the chairperson of the Committee on Special Education that the removal will not violate the student's rights under State or federal law or regulation. For programs that regularly enroll one or more students with a disability, it is recommended that behavior management systems be implemented as a means of anticipating and preventing discipline problems.

FORMAL REMOVAL OF DISRUPTIVE STUDENT BY TEACHER



PRINCIPAL/SUPERVISOR RESPONSIBILITIES

TRIGGERED BY TEACHER REMOVAL

Within 24 hours of removal, principal, and/or designee must inform parent/guardian of reasons for removal (exception students not school sponsored).

On request, student/parent must be given an opportunity to discuss reasons with principal, supervisor, and/or designee. If student denies the charges, student/parent must be given explanation of basis for removal and an opportunity to present his/her version. This must take place within 48 hours of removal.

Principal, supervisor, and/or designee must decide, by the close of business on the day following the opportunity for an informal hearing, whether the discipline will be overturned. Principal, supervisor, and/or designee may only set aside discipline if:

- a. The charges against the student are not supported by substantial evidence.
- b. The student's formal removal is otherwise in violation of law or the provisions of this Code of Conduct.
- c. The conduct warrants suspension and a suspension will be imposed.

Suspension from School

CVES and the home school district have the authority to suspend students from CVES programs. Suspensions typically occur in collaboration with the home school district. Suspension from school is a severe consequence, which may be imposed only upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of self or others.

Any staff member may recommend to the administrator that a student be suspended. All staff members must immediately report and refer a violent student to the administrator for violation of the Code of Conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The administrator, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

A. Short-term (5 days or less) suspension from school

CVES shall initiate the suspension of a disruptive student from one of its programs when other forms of behavior intervention and disciplinary action have failed unless circumstances otherwise warrant.

1. Suspension may be recommended by an administrator to the home school district for a period of time not to exceed five school days;
2. The student being suspended must be notified of the suspension and the reason for the proposed suspension;
3. The parents/person(s) in parental relation of the student are to be notified in writing by personal delivery, express mail delivery or equivalent means within 24 hours with additional notification by telephone, where possible;
4. The student and parent(s) or person(s) in parental relation(s) shall, on request, be given an opportunity for an informal conference with the administrator. Such notice and opportunity for an informal conference shall take place prior to the suspension of the student unless the student's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process, in which case the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable;
5. A copy of the suspension letter shall be placed in the student's file;
6. Upon return to school for reinstatement, the student should be accompanied, if possible, by either or both parents/person(s) in parental relation for a reinstatement interview. A phone conference may also be required. The administrator may recommend the suspension of a student with a disability for a period not to exceed five (5) consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior unless the particular suspension would result in a disciplinary change of placement. Any student with a disability who has been suspended for any 10 days within a school year must be referred to the Committee on Special Education of the home school district for a manifestation determination hearing. Students with disabilities and their parents should be aware that there are special protections surrounding disciplinary actions that may warrant a manifestation determination and should request specifics of these legal protections from the Committee on Special Education of their home school district.

B. Long-term (more than 5 days) suspension from school

Long-term suspension from school, permanent suspension, and removals or suspensions that constitute a disciplinary change of placement for students with disabilities (which could include an interim alternative educational setting) are required to be addressed by the home school district.

In order to facilitate review and action according to the disciplinary procedures established within the home district's Code of Conduct or, in the case of a student with disabilities, by a manifestation determination as required by State and federal law, the CVES administrator shall provide appropriate documentation to the appropriate school official of the student's home school district.

VIII. MINIMUM PERIODS OF SUSPENSION

As prescribed by law, the following behaviors are serious enough to justify referral of students to the home school district for long-term (more than 5 days) suspension from school, permanent suspension, or a manifestation determination:

A. *Bringing or possessing a firearm as defined by the Gun Free Schools Act to CVES*

Any student found guilty of bringing or possessing a firearm, as defined by 18 USC Section 921 for purposes of the Gun-Free Schools Act, onto CVES property will be subject to suspension from CVES for at least one calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law Section 3214. The Superintendent of the home school district has the authority to modify the one-year suspension on a case-by-case basis at the recommendation of CVES administration. In deciding whether to modify the suspension period, the Superintendent of the home school district may consider the student's age, grade in school, prior disciplinary record, potential effectiveness of other forms of discipline, input from parents, teachers and/or others, other extenuating circumstances. A student with a disability may be suspended only in accordance with the requirements of State and federal law.

B. *Committing violent acts*

Any student who is found to have committed a violent act, other than bringing a firearm onto CVES property as defined by the Gun Free Schools Act, shall be subject to suspension from school for at least five days. If a minimum five-day suspension is proposed, the student and the student's parents or person(s) in parental relation, will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed suspension exceeds the minimum five-day suspension, the student and the student's parents or person(s) in parental relation will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension as per the Code of Conduct of the student's home school district. The home school district has the authority to modify the minimum five-day suspension on a case-by-case basis at the recommendation of CVES administration, using the same factors as were described above for modifying a one-year suspension for possessing a firearm. A student with a disability may be suspended only in accordance with the requirements of State and federal law.

C. *Repeatedly and substantially disrupting the educational process or repeatedly and substantially interfering with the teacher's authority over the classroom.*

Any student who repeatedly is substantially disruptive of the educational process or substantially interferes with the teachers' authority over the classroom shall be subjected to a suspension from school for at least five days. If a minimum five-day suspension is proposed, the student and the student's parents or person(s) in parental relation, will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed suspension exceeds the minimum five-day suspension, the student and the student's parents or person(s) in parental relation, will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension as per the Code of Conduct of the student's home school district. CVES has the authority to recommend a modification of the minimum five-day suspension on a case-by-case basis using the same factors as were described above for modifying a one-year suspension for possessing a firearm.

IX. REFERRALS

A. Supportive Services

CVES may make recommendations for supportive services.

B. PINS Petitions

A PINS (person in need of supervision) petition may be filed in Family Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by:

1. Being habitually truant and not attending school as required by Article 65 of the Education Law;
2. Engaging in an ongoing or continual course of conduct which makes the student ungovernable, or habitually disobedient and beyond the lawful control of the school;
3. Knowingly and unlawfully possessing marijuana in violation of the Penal Law. A single violation will be a sufficient basis for filing a PINS petition.

C. Juvenile Delinquents and Juvenile Offenders – The Superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court:

1. Any student under the age of 16 who is found to have brought a weapon to school; or
2. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law.

The Superintendent is required to refer student's age 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

X. DISCIPLINING STUDENTS WITH DISABILITIES

The Board recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The Board also recognizes that students with disabilities are afforded certain procedural protections whenever school authorities intend to impose discipline upon them. The Board is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations.

This Code of Conduct affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable Federal and State law and regulations.

Authorized Suspensions or Removals of Students with Disabilities

A. For purposes of this section of the Code of Conduct, the following definitions apply.

- (a) *Behavioral intervention plan* means a plan that is based on the results of the functional behavioral assessment and, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs and intervention strategies that include positive behavioral supports and services to address the behavior.
- (b) *Committee on special education or CSE* means a committee on special education, subcommittee on special education, or other multidisciplinary team established in accordance with Education Law section 4402 or, in the case of a preschool student with a disability, the committee on preschool special education.
- (c) *substance* means a drug or other substance identified under schedule I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. section 812) (United States Code, 2006 edition, volume 13; Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-9328; 2008 - available at the Office of Counsel, New York State Education Department, State Education Building Room 148, 89 Washington Avenue, Albany, NY 12234).
- (d) *Day* shall mean a calendar day, except where a school day or business day is specified.
 - (1) *School day* means any day, including a partial day that students are in attendance at school for instructional purposes. The term *school day* has the same meaning for all students in school, including students with and without disabilities.
 - (2) *Business day* means Monday through Friday, except for Federal and State holidays (unless holidays are specifically included in the designation of business day).

- (e) *Disciplinary change in placement* means a suspension or removal from a student's current educational placement that is either:
- (1) for more than 10 consecutive school days; or
 - (2) for a period of 10 consecutive days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year; because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and because of such additional factors as the length of each suspension or removal, the total amount of time the student has been removed and the proximity of the suspensions or removals to one another. The school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.
- (f) *Expedited due process hearing* means an impartial hearing conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.11 of this Part.
- (g) *Expedited evaluation* means an individual evaluation conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.6 of this Part.
- (h) *Functional behavioral assessment* means a functional behavioral assessment as defined in section 200.1(r) of this Title.
- (i) *Illegal drug* means a controlled substance, but does not include a controlled substance legally possessed or used under the supervision of a licensed health-care professional or a substance that is otherwise legally possessed or used under the authority of the Controlled Substances Act or under any other provision of Federal law.
- (j) *Impartial hearing officer* means an impartial hearing officer as defined in section 200.1(x) of this Title who is appointed to conduct an impartial hearing or expedited due process hearing pursuant to Education Law section 4404(1). Such term shall not include a hearing officer designated by a superintendent of schools to conduct a superintendent's hearing pursuant to Education Law section 3214(3)(c).
- (k) *Interim alternative educational setting or IAES* a temporary educational placement, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. A student who is placed in an IAES shall:
- (1) continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and
 - (2) receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.
- (l) *Removal means:*
- (1) a removal of a student with a disability for disciplinary reasons from that student's current educational placement, other than a suspension as defined in subdivision (r) of this section; and
 - (2) the change in placement of a student with a disability to an IAES by an impartial hearing officer pursuant to section 201.8 of this Part. Such term shall also include the change of placement of a student with a disability to an IAES pursuant to section 201.7(e) of this Part made in conjunction with a suspension.
- (m) *Serious bodily injury* means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.
- (n) *Student presumed to have a disability for discipline purposes* means a student who the school district is deemed to have known was a student with a disability before the behavior that precipitated disciplinary action under the criteria in section 201.5(b) of this Part.
- (o) *Student with a disability* means a student with a disability as defined in section 200.1(zz) of this Part or a preschool student with a disability as defined in section 200.1(mm) of this Part.

- (p) *Superintendent or superintendent of schools* means a superintendent of schools of a school district, including a community superintendent, or the chief school officer of an approved private school. Such term does not include a district superintendent of schools.
- (q) *Superintendent's hearing* means a disciplinary hearing conducted pursuant to Education Law section 3214(3)(c) and (g) by a superintendent of schools, or a hearing officer designated by a superintendent of schools, to determine whether a student should be suspended from instruction for more than five consecutive school days.
- (r) *Suspension* means suspension pursuant to Education Law section 3214(3)(a) through (d).
- (s) *Weapon* means a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half inches in length.

201.7 General procedures for suspensions and removals of students with disabilities.

- (a) *Parental notice of disciplinary removal.* No later than the date on which a decision is made to change the placement of a student with a disability to an IAES pursuant to subdivision (e) of this section or pursuant to section 201.8 of this Part, or a decision is to impose a suspension or removal pursuant to this Subpart that constitutes a disciplinary change in placement, the parent shall be notified of such decision and shall be provided the procedural safeguards notice in accordance with section 200.5(f) of this Title.
- (b) *Five school day suspension or removal.* Except as otherwise provided in subdivision (d) of this section, the trustees or board of education of any school district, a district superintendent of schools or a building principal with authority to suspend students pursuant to Education Law section 3214(3)(b) and (g), shall have authority to order the placement of a student with a disability into an appropriate interim alternative educational setting, another setting or suspension for a period not to exceed five consecutive school days, and not to exceed the amount of time that a nondisabled student would be subject to suspension for the same behavior.
- (c) *Ten school day suspension or removal.* Except as otherwise provided in subdivision (d) of this section, a superintendent of schools, either directly or upon recommendation of a hearing officer designated to conduct a superintendent's hearing pursuant to Education Law, section 3214(3)(c) and (g), may order the placement of a student with a disability into an interim alternative educational setting, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed pursuant to subdivision (b) of this section for the same behavior, where the superintendent determines in accordance with the procedures set forth in Education Law section 3214(3)(c) that the student has engaged in behavior that warrants a suspension, provided that the duration of any such suspension or removal shall not exceed the amount of time that a nondisabled student would be subject to suspension for the same behavior. Except as otherwise provided in subdivision (d) of this section, a superintendent of schools may order additional suspensions of not more than 10 consecutive school days in the same school consecutive school days in the same school year for separate incidents of misconduct.
- (d) *Exception for pattern of suspensions or removals.* A student with a disability may not be removed pursuant to subdivision (b) or (c) of this section if imposition of the 5 school day or 10 school day suspension or removal would result in a disciplinary change in placement based on a pattern of suspensions or removals as determined by school personnel in accordance with the criteria set forth in section 201.2(e)(2) of this Part, except where the manifestation team pursuant to section 201.4 of this Part has determined that the behavior was not a manifestation of such student's disability, or the student is placed in an IAES as authorized under subdivision (e) of this section.
- (e) *Change in placement to an IAES for behavior involving serious bodily injury, weapons, illegal drugs or controlled substances.*

- (1) A superintendent of schools, either directly or upon recommendation of a hearing officer designated to conduct a superintendent's hearing pursuant to Education Law, section 3214(3)(c), may order the

change in placement of a student with a disability to an appropriate IAES, to be determined by the CSE, for up to 45 school days, but not to exceed the period of suspension ordered by the superintendent in accordance with Education Law, section 3214(3), where the student:

- (i) has inflicted serious bodily injury, as defined in section 201.2(m) of this Part, upon another person while at school, on school premises or at a school function under the jurisdiction of the educational agency;
 - (ii) carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the educational agency; or
 - (iii) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises or at a school function under the jurisdiction of the educational agency.
- (2) The period of suspension or removal ordered by the superintendent may not exceed the amount of time that a nondisabled student would be suspended for the same behavior.
- (f) School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement consistent with the other requirements of this Part is appropriate for a student with a disability who violates a school district's code of conduct.

Referral to law enforcement and judicial authorities

In accordance with the provisions of IDEA and its implementing regulations:

1. the District may report a crime committed by a child with a disability to appropriate authorities, and such action will not constitute a change of the student's placement;
2. the Superintendent shall ensure that copies of the special education and disciplinary records of a student with disabilities are transmitted for consideration to the appropriate authorities to whom a crime is reported, to the extent permitted by the Family Educational Rights and Privacy Act.

XI. CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS

Corporal punishment as a means of discipline shall not be used against a student by any teacher, administrator, officer, employee or agent of CVES.

The District Superintendent shall submit a written semi-annual report to the Commissioner of Education, by January 15 and July 15 of each year, setting forth the substance of each written complaint about the use of corporal punishment received by school authorities during the reporting period, the results of each investigation, and the action, if any, taken by the school authorities in each case.

Whenever a school employee utilizes a physical intervention when dealing with a student, the school employee shall make an immediate verbal report of the situation to the School Administrator/designee with the written report to follow within 24 hours. The School Administrator/designee shall, within the same school day, report to the Division Director/designee describing in detail the circumstances and the nature of the action taken.

Emergency Interventions

CVES holds the belief that the classroom teacher is the key person responsible for the maintenance of acceptable discipline among students. A well-planned program that keeps students occupied with work that is meaningful, interesting and challenging is the best means of preventing disruptive behavior by students. The Board recognizes, however, that under certain circumstances, a classroom teacher, teacher aide, student support service

personnel, supervisor or administrator may find it necessary to resort to reasonable and prudent physical restraint in maintaining order in or on school premises.

Emergency interventions shall only be used in situations where alternative procedures and methods not involving the use of reasonable physical force cannot reasonably be employed. In keeping with the principles established by TCI, emergency interventions shall not be used as a punishment or as a substitute for systematic behavioral interventions that are designed to change, replace, modify or eliminate a targeted behavior.

However, if alternative procedures and methods which would not involve physical force do not work, then the use of reasonable physical force is not prohibited for the following reasons:

1. to protect oneself from physical injury;
2. to protect another student or teacher or any other person from physical injury; or
3. to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school district functions, powers or duties, if that student has refused to comply with a request to refrain from further disruptive acts; provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the purposes set forth above.

The district will maintain documentation on the use of emergency interventions for each student including:

1. name and date of birth of student;
2. setting, location, date and time of the incident;
3. name of staff or other persons involved;
4. description of the incident and emergency intervention used, including duration;
5. a statement as to whether the student has a current behavioral intervention plan; and
6. details of any injuries sustained by the student or others, including staff, as a result of the incident.

The parent/person in parental relation of the student shall be notified on the day of the incident and documentation of emergency interventions shall be reviewed by CVES supervisory personnel and, as necessary, by the school nurse or other medical personnel.

XII. STUDENT SEARCHES AND INTERROGATIONS

CVES is committed to providing an atmosphere for a positive, safe and orderly school environment.

Students are protected from unreasonable searches and seizures. A student may be searched and contraband seized on school grounds or in a school building by a school employee only when the employee has reasonable suspicion to believe the student is engaging in proscribed activity that is in violation of CVES rules.

Lockers

Lockers are provided for student use and the administration has the right to search lockers. A student may have exclusive use of a locker as far as other students are concerned but he/she does not have such exclusivity over the locker as against CVES authorities. Students do not have any reasonable expectation of privacy preventing school officials from opening the locker. Officials who wish to search a closed item (e.g. backpack, purse, etc.) within the locker must have reasonable suspicion to search that item.

Questioning of Students by School Officials

School officials or designees have the right to question students regarding any violations of school rules or illegal activity. In general, administration may conduct investigations concerning reports of misconduct which may include, but are not limited to, questioning students, staff, parents/person(s) in parental relation, or other

individuals as may be appropriate and, when necessary, determining disciplinary action in accordance with applicable due process rights.

Should the questioning of students by school officials focus on the actions of one particular student, the student will be questioned, if possible, in private by the appropriate school administrator. The student's parent/guardian may be contacted.

The questioning of students by school officials does not preclude subsequent questioning/interrogations by police authorities as otherwise permitted by law. Similarly, the questioning of students by school officials does not negate the right/responsibility of school officials to contact appropriate law enforcement agencies, as may be necessary, with regard to such statements given by students to school officials.

School officials acting alone and on their own authority, without the involvement of or on behalf of law enforcement officials (at least until after the questioning of students by school authorities has been conducted) are not required to give the so-called "Miranda warnings" (i.e., advising a person, prior to any custodial interrogations as defined in law, of the right to remain silent, that any statement made by the individual may be used as evidence against him/her, and that the individual has the right to the presence of an attorney, either retained or appointed) prior to the questioning of students.

If deemed appropriate or necessary, the District Superintendent/designee may also review the circumstances with CVES legal counsel so as to address concerns and the course of action, if any, which may pertain to or result from the questioning of students by school officials.

Law Enforcement Officials

It shall be the policy of the Board that a cooperative effort shall be maintained between CVES administration and law enforcement agencies. Law enforcement officials may be summoned in order to conduct an investigation of alleged criminal conduct on school premises or during a school-sponsored activity, or to maintain the educational environment. They may also be summoned for the purpose of maintaining or restoring order when the presence of such officers is necessary to prevent injury to persons or property.

Administrators have the responsibility and the authority to determine when the assistance of law enforcement officers is necessary within their respective jurisdictions. CVES' administrators shall at all times act in a manner that protects the rights of students and parents.

Interrogation of Students by Law Enforcement Officials

If police are involved in the questioning of students on school premises, whether or not at the request of school authorities, it will be in accordance with applicable law and due process rights afforded students. Generally, police authorities may only interview students on school premises without the permission of the parent/guardian in situations where a warrant has been issued for the student's arrest (or removal) or the questioning of students concerns a crime committed on school property. In all other situations, unless an immediate health or safety risk exists, if the police wish to speak to a student without a warrant, they should directly contact the student's parent/person(s) in parental relation.

If possible, questioning of a student by police should take place in private and in the presence of the School Administrator/designee.

Child Protective Services' Investigations

From time to time, Child Protective Services (CPS) may desire to conduct interviews with students on school property. Such interviews generally pertain to allegations of suspected child abuse and/or neglect. CPS will

have access to students at school only when there is a court order, parental consent has been obtained or where there is a documented reasonable basis to show that abuse and imminent danger exist.

XIII. VISITORS TO THE SCHOOLS

The Board recognizes the rights of parents or person(s) in parental relation to visit CVES schools and classrooms to observe the work of students, teachers and other staff. Since schools are places of work and learning, however, certain limits must be set for such visits. The School Administrator or designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. anyone who is not a regular staff member or student of the school will be considered a visitor;
2. all visitors to the school must report to the security desk or main office upon arrival at the school; visitors will be required to sign the visitor's register and will follow the prescribed building procedures;
3. visitors attending CVES functions that are open to the public after school hours are not required to register;
4. parents or persons in parental relation who wish to observe a classroom while school is in session are required to arrange such visits in advance and with permission of the building administrator in collaboration with the classroom teacher(s);
5. visitors are encouraged to make appointments with teachers or student support personnel to discuss individual matters rather than taking class or related service time;
6. any unauthorized person on CVES property will be reported to the School Administrator or designee. Unauthorized persons will be asked to leave. The police may be called if the unauthorized person does not respond to requests or directions from school personnel;
7. all visitors are required to abide by the CVES Code of Conduct.

XIV. PUBLIC CONDUCT ON CVES PROPERTY

To create and maintain a safe, orderly and respectful climate, it is necessary to regulate public conduct on CVES property and at CVES functions. For purposes of this section of the Code, "public" shall mean all individuals when on CVES property or attending a CVES function including students, teachers, parents, volunteers, vendors, contractors, CVES staff, component district personnel, and other visitors.

The restrictions on public conduct on CVES property and at CVES functions contained in this Code are not intended to limit freedom of speech or peaceful assembly. CVES recognizes that free inquiry and free expression are indispensable to the objectives of CVES. The purpose of this Code is to maintain public order and prevent abuse of the rights of others.

All individuals on CVES property or attending a CVES function shall conduct themselves in a safe, orderly, and respectful manner. In addition, all persons on CVES property or attending a CVES function are expected to be dressed in accordance with this Code.

Prohibited Conduct

No individual, either alone or with others, shall:

1. intentionally injure any person or threaten to do so;
2. intentionally damage, destroy or remove without authorization CVES property or the personal property of a student, teacher, administrator, other CVES employee or any person lawfully on CVES property;
3. disrupt the orderly conduct of classes, CVES programs, other CVES activities, or other CVES work sites/internships;

4. distribute or wear materials on CVES grounds or at CVES functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program or CVES workplace;
5. intimidate, harass or discriminate against any person on the basis of race, gender, ethnicity, religion, age, political affiliation, sexual orientation, national origin, or disability, or acts of harassment and bullying as defined by this code of conduct or the Dignity for All Students Act.
6. enter any portion of CVES property without authorization or remain in any building or facility after regular hours;
7. obstruct the free movement of any person in any place to which this Code applies;
8. violate the traffic laws, parking regulations or other restrictions on vehicles;
9. possess, consume, sell, attempt to sell, purchase, attempt to purchase, distribute or exchange alcoholic beverages, tobacco, tobacco products, electronic cigarettes, **vaping devices, components, and/or liquids**, illegal substances, prescription and over-the-counter drugs, "look-alike drugs," and other substances (e.g., dietary supplements, weight loss pills) or be under the influence on CVES property or at a CVES function;
10. possessing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging drug paraphernalia;
11. possess, use or produce weapons in or on CVES property or at a CVES function, except in the case of law enforcement officers or as specifically authorized by CVES;
12. loiter on CVES property;
13. refuse to comply with any reasonable order from identifiable CVES officials performing their duties;
14. willfully incite others to commit any of the acts prohibited by this Code;
15. violate any federal or State statute, local ordinance or Board policy while on CVES property or while at a CVES function.
16. Create or enable a hostile learning/work environment.

Penalties

Persons who violate this shall be subject to the following penalties:

1. Visitors: Authorization, if any, to remain on school/CVES grounds or at the school/CVES function may be withdrawn and be directed to leave the premises. If they refuse to leave, they are subject to removal. They shall be subject to disciplinary action as the facts may warrant, in accordance with this Code of Conduct, applicable law and due process requirements;
2. Students: Shall be subject to disciplinary action as the facts may warrant, in accordance with this Code of Conduct, applicable law and due process requirements;
3. Teachers and other CVES staff: Shall be subject to disciplinary action as the facts may warrant, in accordance with this Code of Conduct, applicable law and collective bargaining units and due process requirements.

Enforcement

The School Administrator/designee of an instructional site in any CVES facility shall be responsible for enforcing the conduct required by this Code.

When a CVES employee sees an individual engaged in prohibited conduct, which in his or her judgment does not pose any immediate threat of injury to persons or property, the CVES employee shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The CVES employee shall also warn the individual of the consequences for failing to stop. If the person still refuses to stop engaging in the prohibited conduct, the School Administrator/designee may have the individual removed immediately from CVES property or the CVES function. If necessary, local law enforcement authorities may be contacted to assist in removing the person.

If the person's conduct poses an immediate threat of injury to persons or property, the School Administrator/designee may have the individual removed immediately from CVES property or the CVES function. If necessary, local law enforcement authorities may be contacted to assist in removing the person.

CVES may initiate disciplinary action against any student or staff member, as appropriate. In addition, CVES reserves its right to pursue civil or criminal legal action, if applicable, against any person violating the CVES Code of Conduct.

XV. DISSEMINATION AND REVIEW

Dissemination of Code of Conduct

The Board will work to ensure that the community is aware of this Code of Conduct by:

1. providing a public hearing prior to the Board approval of the Code of Conduct;
2. providing copies of the Code of Conduct to all students at the beginning of each school year;
3. providing the Code of Conduct to all parents of CVES students at the beginning of the school year and making it available upon request;
4. providing all CVES employees with a copy of the Code of Conduct and a copy of any amendments to the Code of Conduct as soon as practicable after adoption;
5. providing all new employees with a copy of the Code of Conduct when they are hired;
6. making the Code of Conduct available for review on the CVES website and by other means to students, parents and other community members;
7. providing the Code of Conduct to all component school districts.

The Board will sponsor an in-service education program for all CVES employees to ensure the effective implementation of the Code of Conduct. The District Superintendent may solicit the recommendation of CVES employees, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students.

The Board will review this Code of Conduct every year and update it as necessary. In conducting the review, the Board will consider how effective the Code of Conduct's provisions have been and whether the Code of Conduct has been applied fairly and consistently.

Before approving any revisions to the Code of Conduct, the Board will hold at least one public hearing at which CVES employees, parents, students and any other interested party may participate.

The administration shall develop guidelines in regard to:

- school training programs to discourage discrimination and harassment and that are designed to raise the awareness of sensitivity of school employees to potential discrimination and harassment in order to prevent and respond to discrimination and harassment;
- nondiscriminatory instructional and counseling methods; and
- requiring at least one staff member at every school to be thoroughly trained to handle human relations in the areas covered by DASA.

The Code of Conduct and any amendments to it will be filed with the Commissioner no later than 30 days after adoption.

CVES MISSION

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

MEMORANDUM

TO: Mark Davey
FR: Teri Calabrese-Gray 
DA: April 30, 2018
RE: **May 2018 Board Report**

2018 I STAND AGAINST BULLYING (ISAB) AWARDS

CVES rolled out the red carpet at the 7th Annual ISAB Awards on Wednesday, April 17, 2018 at the E. Glenn Giltz Auditorium at SUNY Plattsburgh.



Students arrived by limousine for the I Stand Against Bullying (ISAB) Awards — a night similar to the Academy Award, including paparazzi and all. Student came dressed for the special event and posed for the cameras. Sabby, the ISAB mascot (Kai Birtz) was available for photos as well.

Jeff Sisson served as the emcee of the awards evens and congratulated everyone on their attempt on making the world a better place. He looks forward to the event every year. The ISAB Awards are coordinated by CVES and the Regional Task Force Against Bullying. Students begin in the fall preparing their videos and look to adults for some assistance. Some students do all the work themselves, while others get support from educators, parents or community members.

The ISAB Awards were introduced in 2012 with the sole purpose of anti-bullying and in 2014 they expanded it to include kindness, respect and self-control, to name a few. This event is a way for students to celebrate what we should be doing in our schools each and every day and hopefully it extends to others in the regions and hopefully across the nation.

The 2018 ISAB Winners:

Beekmantown Middle/High schools, Best Combined Video, Middle/High School

Cayden Carpenter, Peru Elementary, Best Actor in a Leading Role

Devan Bibeau, Beekmantown Central School, Best Supporting Actor in an Advocate Role

James Buckser, Plattsburgh High School, Best Independent Film, Middle/High School

Lara Kinny, Peru Elementary, Best Actor in a Student Role

Matt Slattery, Peru Elementary, Best Actor with a Shocked Expression

Momot Elementary, ISAB Spirit Award

Northern Adirondack Central School, Best High School Video

Northern Adirondack, Best Middle School Video

Oliver Buckser, Oak Street Elementary, Best Independent Film Elementary

Pepper, the dog, Best Actor in a Musical Performance (in video by Ashley Kollar's third grade, Cumberland Head Elementary)

Peru Elementary, Best Elementary School Video

Saranac Elementary and Middle schools, Best Combined Video, Elementary and Middle School



2018 CVES Regional Spelling Bee

The 2018 Regional Spelling Bee took place at Peru Junior Senior High School on March 12, 2018 and it was live streamed through our CVES YouTube Channel for the very first time. Relatives and friends from around the globe were able to watch the event live. CVES Communications Department members, Megan Manson and Eddie Vega, insured everything went off without a hitch.

Students from AuSable Valley, Beekmantown, Chazy, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, Ticonderoga, Westport and Willsboro Central schools participated in the Regional Spelling Bee.

The Grand Champion, Lucas Tardif of AuSable Valley Central School District, advances to the Scripps National Spelling Bee in Washington, D.C. this May.



The 2019 CVES Regional Spelling Bee is scheduled for March 4, 2019 at AuSable Valley Central School. A special thank you to Jane Landry, Julie Duprey, Jeff Sisson, Elaine Rice and the entire Spelling Bee committee for making this a successful event year after year.

EDUCATIONAL RESOURCES MADE AVAILABLE TO COACHES, TEACHERS AND SCHOOL ADMINISTRATORS TO HELP PREVENT AND ADDRESS SUBSTANCE USE DISORDER AMONG YOUNG PEOPLE

The New York State Department of Health, the New York State Education Department, and the New York State Office of Alcoholism and Substance Abuse Services notified schools statewide of the availability of flash drives loaded with materials in English and Spanish for coaches, teachers, school nurses, and other educators to use in personal conversations with students and in community forums.

The initiative aligns with the start of spring sports season, when school athletic directors, coaches, and trainers have the opportunity to discuss the dangers of prescription opioids with student athletes and their parents or guardians. Though there are many pathways to addiction, it is not uncommon for young people to get their first exposure to opioids through prescriptions they receive as the result of sports-related injuries. Some athletes report misusing the medication to mask the pain of the injury and allow them to resume playing before the injury is fully healed. These experiences often lead to addiction, heroin use, and even death from overdose.

The New York State Addiction and Substance Use Disorder Resource flash drives include more than 80 different sources of valuable information for coaches, administrators and other educators. A key component of the Resource is the Kitchen Table Toolkit, which includes documents on how to speak with young people about substance use, as well as materials people can use to deliver public presentations at community forums.

The Addiction and Substance Use Disorder Resource flash drives also include:

- Posters, presentations, videos, and discussion guides about the opioid and heroin epidemic.
- Facts on prescription drugs, their potential for misuse, and how to dispose of unused medications.
- Information on where to find Prevention, Treatment, and Recovery services.

- Details on NYS laws that allow schools to provide and maintain naloxone on-site, to save the life of someone overdosing on opioids.
- Information on how school personnel can implement an opioid overdose prevention program.
- The Health Education Standards Modernization Supplemental Guidance Document to help school districts meet the requirements of modernizing health education instruction by including heroin and opioid content in the curriculum.

Teri Calabrese-Gray ordered flash drives and distributed one to each component district, as well as sending one to CVES administrators/supervisors.

FIVE WORLD LANGUAGES ASSESSMENTS APPROVED FOR 4+1 PATHWAY TO GRADUATION

NYSED has also been working to provide students with access to an increasing number of high school graduation opportunities. The Department approved five assessments (two in Spanish and one each in Chinese, French, and Italian) that may serve as the Languages Other Than English (LOTE) 4+1 pathway assessment option for graduation. Under the 4+1 pathway assessment option, students must take and pass four required Regents Exams or Department-approved alternative assessments (one in each of English, math, science, and social studies) and a comparably rigorous assessment for the fifth required exam to graduate. The Madison-Oneida BOCES and the New York City Department of Education submitted these assessments, which are approved for 2018. These additional pathway assessments are an excellent way to promote the kinds of knowledge and skills that students need for success in the global economy. The Department hopes and expects that this will encourage school districts to invest in high-quality world languages programs.

The Department conducted extensive reviews of each assessment prior to their approval to ensure that these LOTE pathway assessments:

- are of sufficient rigor;
- are recognized by the field;
- are aligned with current practice;
- meet requirements for validity and reliability; and
- are available to all New York State schools and districts.

For information about the Chinese, French, Italian, and Spanish assessments that have been approved from Oneida-Herkimer-Madison BOCES, please contact Greg Smith at GSmith@oneida-boces.org, and for information on the Spanish assessment that has been approved from New York City, please contact NYC DOE at worldlanguages@schools.nyc. For general information about the 4+1 pathway assessment options for graduation, please contact emscgradreq@nysed.gov.

CVES MISSION

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

TO: Dr. Mark C. Davey
 FROM: Michele M. Friedman
 DATE: April 30, 2018
 RE: May 2018 Board Report



Mr. Thomas Aubin selected as a 2018 CTE Teacher Recipient of the Special Recognition Award by the New York State Association of Career & Technical Education Administrators!

CV-TEC Welding Teacher, Mr. Thomas Aubin has been selected as a 2018 CTE Teacher Recipient of the Special Recognition Award from the New York State Association of Career & Technical Education Administrators (ACTEA). The award is designed to recognize special contributions to Career & Technical Education by its members and professionals who have furthered the aims and objectives for youth and adults in New York State. Mr. Aubin was honored at a Special Awards Reception on Thursday, April 12th at the association’s Annual Conference in Albany, NY where he was presented with the award.

Mr. Aubin has served CV-TEC as a CTE Teacher in the field of Welding for the past 24 years with over 33 years of experience in the field. Mr. Aubin currently holds a NYSED Certification in Welding and certifications from the American Welding Society as a Welding Instructor and Welding Inspector. Secondary and Post-secondary graduates from Mr. Aubin’s program have found employment in a range of fields and locations, including: local welding shops; steel mills; factory production welding facilities; Pipefitters Union; Iron Workers Union; foundry work. CV-TEC is proud to celebrate the expertise and service provided by Mr. Aubin. As a result of Mr. Aubin’s instruction, numerous secondary and post-secondary students have found meaningful employment as welders and as successful employees in related fields!



James McCartney, CV-TEC Satellite Campus Principal describes Mr. Aubin “as a tireless team member whose technical expertise is grounded in his business and industry experience and a commendable work ethic. His dedication over more than two decades has prepared both secondary and adult welders for all types of welding careers.” According to CV-TEC Director, Michele Friedman, “We are so proud that Team CV-TEC has such an accomplished welding teacher as Mr. Aubin. He has prepared and inspired numerous welding students during his years of service!”

**ENYMTA Selected as the
2018 CTE Business & Industry Recipient of the Special Recognition Award**



The Eastern New York Marine Trades Association has been selected as a 2018 CTE Business & Industry Recipient of the Special Recognition Award from the New York State Association of Career & Technical Education Administrators (ACTEA) for their work with CV-TEC in the Marine Technology Program. The award is designed to recognize special contributions to Career & Technical Education by its members and professionals who have furthered the aims and objectives for youth and adults in New York State. The ENYMTA was honored at a Special Awards Reception on Thursday, April 12th at the association's Annual Conference in Albany, NY where he was presented with the award.

ENYMTA is dedicated to advancing the interests of the marine trades in the Capital, Saratoga and Adirondack Regions of NYS since 1975. The leaders of ENYMTA have devoted their careers to the industry and recognized the need for a trained quality workforce in the region. In 2011, the group lobbied for the creation of a Marine Technology program to provide training opportunities for students in the North Country. The Marine Technology program in partnership with CV-TEC opened in the Ticonderoga in 2012 and is now located at the CV-TEC Mineville Campus. The program continues to evolve and grow due to the unwavering support of ENYMTA.

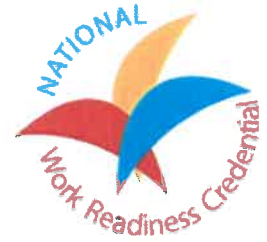
CV-TEC Hosts Open Houses on All Campuses

The CV-TEC Mineville Campus and the CV-TEC Plattsburgh Main and Satellite Campuses all hosted extremely successful Open Houses/Alumni Nights on April 17th and April 18th, respectively. The events included student demonstrations, and agency informational tables. The estimated nearly 600 visitors between all locations had the opportunity to tour the facilities and meet directly with CTE instructors.



CV-TEC Students EXCEL on National Work Readiness Credential

A national, portable credential that defines and measures that jobseekers have the knowledge, skills, and abilities to be successful in entry-level work in the 21st Century workplace.



All CV-TEC students on target for completing their CTE Program in 2018 were eligible to participate in the NWRC Assessment. CV-TEC is **proud** to provide an opportunity for students to earn this National Credential. **260 students took the NWRC Assessments and 220 successfully earned the NWR Credential; an outstanding 85% success rate!**

The Need for a Credential

For Employers: 40% of job applicants lack the basic skills necessary to be successful entry-level workers. NWRC will provide businesses with a pool of qualified applicants who are ready to work.

For Workforce Investment Systems: Education & Training programs are not aligned with labor market needs and there is no general agreement on what is important for entry-level workers to know. NWRC will provide a direct link to labor market entry and provide a common standard of what's important for entry-level workers to know.

CV-TEC Preparing Students for the National Work Readiness Credential

- CV-TEC has developed curriculum and a preparation program to prepare students on target for completing their CTE Programs to take the NWRC tests prior to graduation.
- Curriculum is aligned with NYS Learning Standards. It addresses employment goals through Career Planning, technology and EFF Role Maps to address individual roles and responsibilities as family member, employee, and citizen.

Structure of the Credential

- Four (4) Test Components
 - Read With Understanding (60 minutes);
 - Use Math to Solve Problems(60 minutes);
 - Active Listening Test (60 minutes);
 - Situational Judgment Test (60 minutes).
- Focused on application of knowledge and skills in workplace settings based on The National Institute for Literacy's "*Equipped for the Future*" applied learning standards and the U.S. Department of Labor's work on SCANS.
- Computer-delivered

Benefits of the Credential

- **For High School Students:** Satisfies the NYSED graduation requirements under the CDOS Graduation Pathway.
- **For Job Seekers:** Demonstrate to employers that they have the skills to be successful in entry-level jobs and advance in the workplace.
- **For Employers:** Reduce recruitment costs; improve productivity; minimize turnover; and maximize the effectiveness of on-the-job training.
- **For the Workforce Development System:** Facilitate a common understanding among employers, workers, and educators about the skills necessary to obtain entry-level work. Promote the development of training programs that are appropriate to the needs of employers and job seekers.



SPECIAL EDUCATION DIVISION

Reginald McDonald

Director of Special Education

mcdonald_reggie@cves.org

Plattsburgh Campus, 518-561-0100 FAX 518-561-5624

Mineville Campus, 518-942-6691 FAX 518-942-3368

CVES MISSION

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

To: Dr. Mark Davey, District Superintendent

From: Reginald McDonald

Date: May 2018

Re: Board of Education Report

Classroom & Schoolwide Events

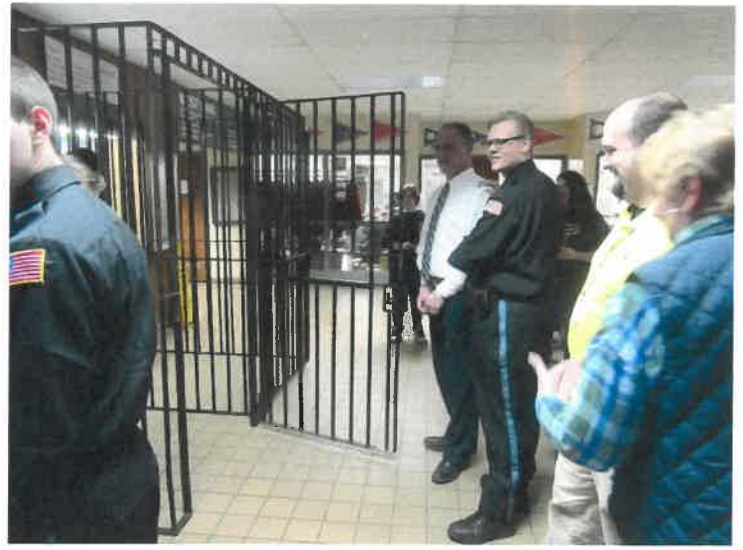
As we complete the week with students taking the New York State Math Assessments, I am happy to report that the students are really giving their best efforts. As for our division as a whole we enter the month of May at 87.7% capacity. We continue to have availability at the high school academic/behavior classrooms.

The administrative team is working to develop a more comprehensive program at the high school academic/behavior level. The current program requires all students to sit for regents classes and this is not truly beneficial to all the students placed in these classes. Mr. Valenzuela is working with the high school staff to develop more appropriate programming for the students that would and could benefit from some alternatives.

We had a busy month of April with Autism awareness month. The Autism awareness luncheon was well attended and the families had a wonderful time with staff and students. We will be participating in the Autism Walk on May 5, 2018 with many of our ABA staff planning to attend. Feel free to join us on Saturday morning.

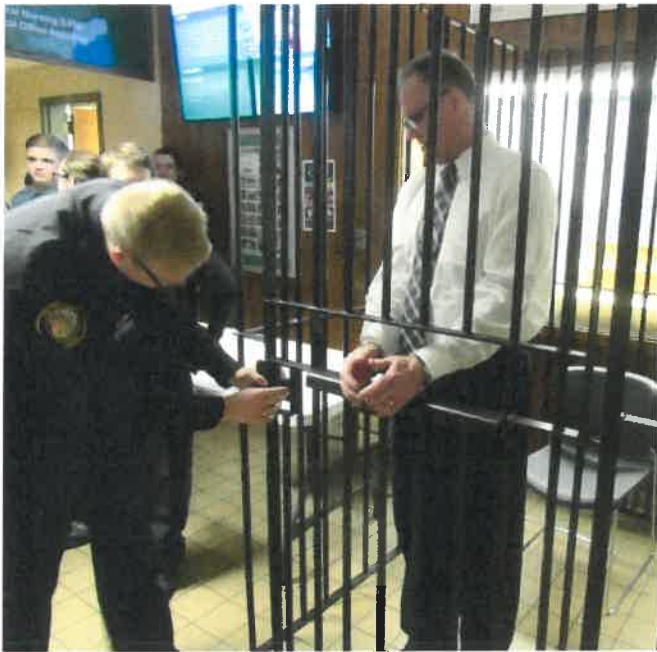


Under Arrest...for a Good Cause



In late April \$121 was donated by CVES staff to have their Director Reggie McDonald arrested by CVTECH Law Enforcement students in a fun way to raise funds to help support The American Cancer Society *Relay for Life*.

Mr. McDonald spent 1 minute in jail for each \$1 raised (a total of 2 hours). While he was there he received visits from students and staff who encouraged him and brought him the necessities to survive his confinement. Good fun and lots of laughs to support a great need.



Just a reminder of some up-coming events.

- Lifeskills Prom – Wizard of Oz theme
- PBIS activities: May the 4th be with you (Star Wars Theme)
- Graduation

CEWW BOCES
SPECIAL AID FUND PROGRAMS REVIEW
STATUS EVALUATION
2017/2018

Coser	925-2018	927-2017	927-2018	947-2018	949-2018	950-2018	951-2018	952-2018	954-2018
Program Description	RSE-TASC	Core Rehabilitation Services	Core Rehabilitation Services	SLS Operating Aid	SLS Aid for Automation	EPE	HSE Test Administration	WIOA, Title II	Perkins IV Basic
Approved Budget	\$ 208 282	\$ 234 226	\$ 241 252	\$ 99 207	\$ 14 370	\$ 324 850	\$ 6 659	\$ 80 000	\$ 108 951
Revenue Available/Earned	\$ 208 282	\$ 314 019	\$ 74 223	\$ 96 040	\$ 9 604	\$ 2'10 416	\$ 1 175	\$ 80 000	\$ 108 951
Prior Year Rollover	-	10 962	-	3 167	4 766	-	1 967	-	-
Expenditures to-date	(128 000)	(188 536)	(52 220)	(74 472)	(9 254)	(197 318)	(2 793)	(55 556)	(72 216)
Est. Encumbrances to-date (including indirect cost)*	(29 307)	-	(38 525)	(18 296)	(3 866)	(87 760)	(552)	(23 032)	(33 598)
Unexpended Balance	\$ 50 975	\$ 136 445	\$ (16 522)	\$ 6 439	\$ 1 250	\$ (74 662)	\$ (203)	\$ 1 412	\$ 3 137
Percentage Utilized	76%	77%	38%	91%	69%	88%	39%	98%	97%
Grant Program Ending:	6/30/2018	12/31/2017	12/31/2018	6/30/2018	6/30/2018	6/30/2018	12/31/2018	6/30/2018	6/30/2018
Finance Approval Obtained:	2/9/2018	12/17/2014	12/17/2014	7/12/2017	8/7/2017	8/28/2017	1/16/2018	8/23/2017	9/6/2017
Director:	McDonald	McDonald	McDonald	Gray	Gray	Friedman	Friedman	Friedman	Friedman

Coser	955-2018	956-2018	959-2018	963-2018	970-2014	992-2017	995-2018	996-2018	997-2018
Program Description	NYNLI-Technology Innovation	SLS Supplemental Operating Aid	SNAP Employment & Training Venture IV	North Country Region Career Pathways II	NYSERDA Pressure House	NYS Dept of Criminal Justice Cyber Safety	WIOA, Incarcerated	WIOA, Literacy Zone 58585	WIOA, Literacy Zone 58574
Approved Budget	\$ 5 500	\$ 47 756	\$ 109 560	\$ 135 000	\$ 172 045	\$ 68 571	\$ 59 882	\$ 97 524	\$ 100 000
Revenue Available/Earned	\$ 5 500	\$ 46 895	\$ 60 250	\$ 34 750	\$ 172 045	\$ 68 571	\$ 59 882	\$ 97 524	\$ 100 000
Prior Year Rollover	-	861	-	598	-	-	-	-	-
Expenditures to-date	(5 298)	(38 722)	(31 400)	(32 652)	(160 942)	(50 719)	(40 766)	(64 204)	(67 180)
Est. Encumbrances to-date (including indirect cost)*	(181)	(4 104)	(54 942)	(4 701)	-	(1 957)	(16 260)	(30 671)	(31 425)
Unexpended Balance	\$ 21	\$ 4 930	\$ (26 092)	\$ (2 005)	\$ 11 103	\$ 15 895	\$ 2 856	\$ 2 649	\$ 1 395
Percentage Utilized	99.6%	88%	79%	28%	94%	77%	95%	97%	99%
Grant Program Ending:	6/30/2018	6/30/2018	9/30/2018	3/31/2018	6/30/2016	3/31/2019	6/30/2018	6/30/2018	6/30/2018
Finance Approval Obtained:	9/14/2017	7/12/2017	2/9/2017	6/15/2017	7/6/2012	2/4/2016	9/8/2017	8/23/2017	9/6/2017
Director:	Gray	Gray	Friedman	Friedman	Friedman	Gray	Friedman	Friedman	Friedman

*Includes total unpaid salary and related benefits allocated to the program through year-end. **Project Finance Approval Pending with Agency.