

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 INSTRUCTIONAL SERVICES CENTER IN PLATTSBURGH ON OCTOBER 10, 2018, PROPOSED EXECUTIVE SESSION AT 6:30 PM – MEETING AT 7:30 P.M.

- No Action 1. CALL TO ORDER: BOARD PRESIDENT
 a. The Pledge of Allegiance
 b. Roll Call of Board Members
 c. Introduction of All Present
- Action 2. APPOINTMENT OF VACANT BOARD MEMBER SEATS/Oath of Office
- No Action 3. BOARD MEMBER APPRECIATION MONTH
- No Action 4. AUDIT PRESENTATION FOR YEAR END JUNE 30, 2018
 --WEST & COMPANY, CPA, PC
- No Action 5. EXECUTIVE SESSION
- No Action 6. OPINIONS AND CONCERNS FROM THE AUDIENCE
- No Action 7. STRATEGIC PLAN PRESENTATION – DR. MARK DAVEY
- No Action 8. CAPITAL PROJECT UPDATE
 --Dr. Mark Davey & Mr. Eric Bell
- No Action 9. COE ACCREDITATION PRESENTATION
 --Mrs. Michele Friedman & Mr. James McCartney III
- Action 10. MINUTES OF PREVIOUS MEETING
 a. September 12, 2018 (Enc. 1)
- Action 11. NEW BUSINESS
 a. Re-Vote Resolution (Enc. 2)
Action b. Approval of Annual Independent Audit (Enc. 3)
Action c. Adoption of 2018-2021 Strategic Plan (Enc. 4)
- Action 12. CONSENT AGENDA FINANCIAL
 a. Certification of Warrant (Enc. 5)
Action b. Treasurer’s Report (Enc. 6)
Action c. Donations (Enc. 7)
Action d. Budget Increase (Enc.8)
Action e. Contractor/Consultant Agreement (Enc. 9)
Action f. Memorandum of Agreement (Enc. 10)
Action g. Rental Lease Agreement (Enc. 11)
Action h. Amendment Agreement (Enc. 12)
Action i. Agreement Increase (Enc. 13)

- Action j. Agreement for Cafeteria Meals Services (Enc. 14)
- Action k. Snow Removal & Sanding Services Renewal Agreements (Enc. 15)
- Action l. Retirement Contribution Reserve Balance For 2018-19 (Enc. 16)

13. OLD BUSINESS

- No Action a. Committees
--Audit Committee Meeting Minutes – February 14, 2018 (Info. Only) (Enc. 17)

14. CONSENT AGENDA PERSONNEL

- Action a. Resignations (Enc. 18)
- Action b. Four-Year Probationary Appointment (Enc. 19)
- Action c. Rescind (Enc. 20)
- Action d. Civil Service Provisional Appointment (Enc. 21)
- Action e. Civil Service Probationary Appointments (Enc. 22)
- Action f. Permanent Appointment (Enc. 23)
- Action g. Part-Time Appointments (Enc. 24)
- Action h. Temporary Grant Appointments (Enc. 25)
- Action i. Additional Work (Enc. 26)
- Action j. Substitutes (Enc. 27)
- Action k. Facilitators/Curriculum Writers/Scorers (Enc. 28)
- Action l. Authorization of Individuals to Collect Money (Enc. 29)

15. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- Action a. Resolution Establishing Absentee Voter Procedures (Enc. 30)
- Action b. Election Inspector Rates (Enc. 31)
- Action c. Student Transportation Cooperative Agreement Resolution (Enc. 32)

No Action 16. DISTRICT SUPERINTENDENT'S UPDATE

No Action 17. OTHER

No Action 18. NEXT BOARD MEETING

Wednesday, November 14, 2018, at the Yandon-Dillon Center in Mineville – Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.

No Action 19. REPORTS FROM DIRECTORS (Enc. 33)

Action 20. ADJOURNMENT

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

October 10, 2018	Special Education Open House/Community Resources Fair
October 10, 2018	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
October 24, 2018	CV-TEC Family Night – Plattsburgh – 6:00 p.m.
October 25, 2018	CV-TEC Family Night – Mineville – 6:00 p.m.
October 25-27, 2018	NYSSBA Convention – New York City
November 1, 2018	Board Budget Committee Meeting – Discuss Budget Development & Review 2019-20 Challenges – Instructional Services Center, Plattsburgh 7:00 p.m.
November 14, 2018	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
December 4, 2018	Board Budget Committee Meeting – Review Reconciliations & Set Parameters for 2019-20 Budgets – Instructional Services Center, Plattsburgh 7:00 p.m.
December 12, 2018	Board Meeting – John Harrold Center, Plattsburgh – 7:30 p.m.
January 9, 2019	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
January 24, 2019	Board Budget Committee Meeting – Analyze/Discuss Preliminary 2019-20 Budgets – Finalize Draft Budgets – ISC, Plattsburgh - 7:00 p.m.
February 13, 2019	Board Meeting/Budget Presentations – Instr. Serv. Center, Plattsburgh – 6:30 p.m.
February 14-16, 2019	AASA Convention – Los Angeles, CA
March 4, 2019	CVES Regional Spelling Bee – Location and Time TBD
March 13, 2019	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
March 14, 2019	I Stand Against Bullying (ISAB) Awards, SUNY Giltz Auditorium - TBD
Mar. 30–Apr. 1, 2019	NSBA Convention – Philadelphia, PA
April 4, 2019	CV-TEC Open House – Plattsburgh – 6:00 p.m.
April 9, 2019	CV-TEC Open House – Mineville – 6:00 p.m.
April 10, 2019	Annual Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
April 25, 2019	Election of CVES Board Members and Vote on Administrative Budget
May 8, 2019	Board Meeting – Instr. Serv. Center, Plattsburgh – 6:30 p.m.
May 14, 2019	NTHS Ceremony – Rainbow Banquet Hall, Altona – 7:00 p.m.
May 22, 2019	NTHS Ceremony – Moriah High School Auditorium – 7:00 p.m.
May 29, 2019	SkillsUSA Awards – Elk’s Lodge – 6:00 p.m.
June 6, 2019	No. Country Loggers Awards Banquet – 6:00 p.m.
June 7, 2019	Special Ed Career Pathways Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 15, 2019	HSED Graduation – Westside Ballroom – 1:00 p.m.
June 12, 2019	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
June 19, 2019	CV-TEC Mineville Graduation Ceremony – Moriah Central School – 7:00 p.m.
June 20, 2019	CV-TEC Plattsburgh Graduation Ceremony – SUNY Field House – 7:00 p.m.

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

ENC. 1

Recommend that the Board approve the Draft Minutes from the September 12, 2018 Board meeting. (attached)

ENC. 2

Recommend that the Board approve the following Resolution:

WHEREAS, in accordance with New York State law, all Board of Cooperative Education Services Board members are required to take and file an oath of office within thirty (30) days after commencement of the term to which the member is elected or within thirty (30) days after notice of appointment or commencement of the term of office; and

WHEREAS, Board members are not empowered to exercise the duties of office until the oath of office is taken and filed; and

WHEREAS, as set forth in Section 30 of the Public Officers Law, the failure to take and file the oath of office within the thirty (30) day time period causes the office to become vacant; and

WHEREAS, Linda Gonyo-Horne was reelected to a three (3) year term commencing on July 1, 2018; and

WHEREAS, Jane Donahue was appointed on July 11, 2018 to serve until the next annual election; and

WHEREAS, due to unforeseen and unintentional circumstances, Ms. Gonyo-Horne and Ms. Donahue did not take and file the oath of office within the thirty (30) day time period and as such their board seats became vacant by operation of law;

WHEREAS, the District Clerk has thoroughly investigated the CEWW BOCES' Board Meeting Minutes from July, August and September 2018 meetings and has determined that except as specifically set forth herein, all motions, resolutions and actions of the Board taken in July, August, and September 2018 would have passed by a majority vote without the affirmative votes of Ms. Gonyo-Horne and/or Ms. Donahue.

BE IT RESOLVED, that all actions of the Board taken in July, August and September 2018, including those set forth below, which are being presented for a revote, are hereby approved, affirmed and ratified.

BE IT FURTHER RESOVLED, that after investigation, the District Clerk has identified the following motions and resolutions from July, August and September 2018 for a revote by the Board in light of Ms. Gonyo-Horne and/or Ms. Donahue's involvement in the motion and/or resolution, which were approved, affirmed and ratified by the majority of the Board without including the votes of Ms. Gonyo-Horne and/or Jane Donahue:

July 2018

1. Appoint Board Members to the CVES Budget Committee (for the development of the 2019-20 CVES budget) for the 2018-19 school year: Leisa Boise, Linda Gonyo-Horne, and Lori Saunders.
2. Appoint at least five Board Members to the CVES Audit Committee (pertaining to the 2017-18 school year) for the 2018-19 school year: Jane Donahue, Linda Gonyo-Horne, Richard Harriman, Sr., Thomas McCabe, and Donna LaRocque.
3. Appoint Linda Gonyo-Horne as representative for the Clinton & Essex County School Boards Association and Appoint Michael St. Pierre as representative for Essex County for the 2018-19 school year.

ENC. 2 CONTINUED

4. Appoint Linda Gonyo-Horne as the NYSSBA Legislative Liaison.
5. Request for Approval of Attendance to Conference/Workshop for the following Board Members:
Linda Gonyo-Horne & Larry Barcomb
NYSSBA 99th Annual Convention
October 25-27, 2018, New York City, NY (overnight accommodations needed)

August 2018

1. Letter of Resignation for the purpose of Retirement:
 1. Jane Landry, Assessment Planning Coordinator ISC, effective April 6, 2019.
2. Letters of Resignation:
 1. Lora Parks-Recore, RSE-TASC Coordinator, effective August 21, 2018
 2. Cassie Lapier, Teacher Aide/Student Aide, effective August 18, 2018
 3. Clayton Cross, Lifeguard, effective August 18, 2018
 4. Kayleigh Livsey, Teaching Assistant, August 31, 2018
3. Abolish the following position:
 1. Abolish the following position due to reduced component school district requests for services:
Katy Bidelspach, Social Studies Teacher, effective September 1, 2018
The above employee will be placed on a preferred eligible list for a period of (7) years, during which time he/she will have the right to be recalled on the basis of seniority in accordance with statute.
4. Accept the following letter of resignation and appoint the following person(s) to a Four-year Probationary Appointment as follows:
 1. Accept the letter of resignation from Ashley Pray Teacher Aide/Student Aide, effective September 1, 2018, and appoint Ashley Pray to a Four-Year Probationary Appointment as follows:
Name: Ashley Pray
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841
 2. Accept the following letter of resignation from Paulina Geoffroy Teacher Aide/Student Aide, effective September 1, 2018, and appoint Paulina Geoffroy to a Four-Year Probationary Appointment as follows:
Name: Paulina Geoffroy
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

ENC. 2 CONTINUED

(The Expiration date for the above appointments are tentative and conditional only. Except to the extent required by the applicable provisions of Section 3012 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3012-c and/or 3012d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time).

5. Appoint the following person(s) to a Four-Year Probationary Appointment as follows:

Name: Katy Bidelspach

Tenure Area: Special Education Teacher

Position: Special Education Teacher (Replacement)

Effective Date: September 1, 2018

Tentative Tenure Date: September 1, 2022

Certification Status: Students with Disabilities- Grades 7-12, Professional,

Annual Base Salary: \$45,161

(Ms. Bidelspach has consented in writing to a transfer to the Special Education Teacher tenure area from Social Studies tenure area in accordance with the requirements set forth in 8 NYCRR 30-19).

Name: Douglas Scoville-Upham

Tenure Area: Special Education Teacher

Position: Special Education Teacher (Replacement)

Effective Date: September 1, 2018

Tentative Tenure Date: September 1, 2022

Certification Status: Students with Disabilities- Grades 1-6, Initial

Annual Base Salary: \$43,645

Name: Molly Rascoe

Tenure Area: Special Education Teacher

Position: Special Education Teacher (Replacement)

Effective Date: September 1, 2018

Tentative Tenure Date: September 1, 2022

Certification Status: Students with Disabilities- Grades B-2 Initial, 1-6 Initial, Childhood Education 1-6 Initial, Early Childhood Education B-2 Initial

Annual Base Salary: \$43,645

Name: Heidi Wells

Tenure Area: School Counseling & Guidance

Position: School Counselor (Replacement)

Effective Date: September 1, 2018

Tentative Tenure Date: September 1, 2022

Certification Status: School Counselor, Provisional

Annual Base Salary: \$52,086

ENC. 2 CONTINUED

Name: Maiya Giroux
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Kristin Forttrell
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Lori Warner
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Andrea Denton
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Brittani Hellen
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Todd Everleth
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 01, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

ENC. 2 CONTINUED

(The Expiration date for the above appointments are tentative and conditional only. Except to the extent required by the applicable provisions of Section 3012 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3012-c and/or 3012d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time).

6. Accept the following letter of resignation from Jeffrey Coon, Custodial Worker, effective September 4, 2018, and appoint Jeffrey Coon to an 8-week Probationary Appointment as follows:

Name: Jeffrey Coon

Position: Building Maintenance Mechanic 51% (replacement)

Position: Heating & Ventilating Mechanic 49%

Effective: September 4, 2018

Annualized Salary: \$35,159 (Prorated)

Actual Earned Salary: \$28,938.56

Tentative Permanent Date: October 30, 2018

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

Name: Tabitha Imondi

Position: Teacher Aide/Student Aide (replacement)

Effective: September 1, 2018

Annualized Salary: \$15,976

Tentative Permanent Date: September 1, 2019

Name: Charley Brunet (Pending Fingerprint Clearance)

Position: Teacher Aide/Student Aide (Replacement)

Effective: September 1, 2018

Annualized Salary: \$15,976

Tentative Permanent Date: September 1, 2019

Name: Bianca Siskavich-Poitras

Position: Teacher Aide/Student Aide (Replacement)

Effective: September 1, 2018

Annualized Salary: \$15,976

Tentative Permanent Date: September 1, 2019

Name: Destiny Blaise-Welch (Pending Fingerprint Clearance)

Position: Teacher Aide/ Student Aide (Replacement)

Effective: September 1, 2018

Annualized Salary: \$15,976

Tentative Permanent Date: September 1, 2019

Name: Mindy Rabideau (Pending Fingerprint Clearance)

Position: Teacher Aide/ Student Aide (Replacement)

Effective: September 1, 2018

Annualized Salary: \$15,976

Tentative Permanent Date: September 1, 2019

ENC. 2 CONTINUED

Name: Ashley Wales (Pending Fingerprint Clearance)
Position: Teacher Aide/Student Aide
Effective: September 1, 2018
Annualized Salary: \$15,976
Tentative Permanent Date: September 1, 2019

Name: Kirsten LeClair (Pending Fingerprint Clearance)
Position: Teacher Aide/Student Aide
Effective: September 1, 2018
Annualized Salary: \$15,976
Tentative Permanent Date: September 1, 2019

Name: Henry Aguilar
Position: Lifeguard (Replacement)
Effective: September 1, 2018
Annualized Salary: \$22,079
Tentative Permanent Date: September 1, 2019

Name: Mary Murphy
Position: Occupational Therapist 70% (Replacement)
Effective: September 1, 2018
Annualized Salary: \$45,001 (Prorated)
Actual Earned Salary: \$31,500.70
Tentative Permanent Date: September 1, 2019

Name: Elizabeth Theeman (Pending Fingerprint Clearance)
Position: Physical Therapist (Replacement)
Effective: September 1, 2018
Annualized Salary: \$45,001
Tentative Permanent Date: September 1, 2019

8. Grant a Permanent Appointment (Civil Service) to the following people:
1. Laura Sterling, Account Clerk/Typist, effective September 5, 2018
 2. Nicole Osika, Account Clerk/Typist, effective August 24, 2018

9. Appoint the following person(s) to a Temporary Appointment as follows:

Name: Kayla Thorne
Position: Special Education Teacher (Continuing Temporary Position)
Effective Date: September 1, 2018-June 30, 2019
Annualized Base Salary: \$37,031 (Uncertified)

Name: Amanda Gebhart
Position: Special Education Teacher (Continuing Temporary Position)
Effective Date: September 1, 2018-June 30, 2019
Annualized Base Salary: \$45,161 (2018-19) (Uncertified)

ENC. 2 CONTINUED

Name: Joseph Mazzella
Position: Special Education Teacher (Continuing Temporary Position)
Effective Date: September 1, 2018-June 30, 2019
Annualized Base Salary: \$37,668 (2018-19) (Uncertified)

Name: William Fish
Position: Special Education Teacher (Replacement)
Effective Date: September 1, 2018-June 30, 2019
Annualized Base Salary: \$43,645 - \$6,500 = \$37,145 (Uncertified)

Name: Cherie Passno
Position: Special Education Teacher (Replacement)
Effective Date: September 1, 2018-June 30, 2019
Annualized Base Salary: \$43,645 - \$6,500 = \$37,145 (Uncertified)

Name: Patrick Kissel
Position: Special Education Teacher (Replacement) (Uncertified)
Effective Date: September 01, 2018- June 30, 2019
Certification Status: Childhood Education 1-6 Initial
Annual Base Salary: \$43,645 (2018-19)

Name: Susan Richards
Position: Business Education Teacher (Replacement)
Effective Date: September 1, 2018-June 30, 2019
Annualized Base Salary: \$37,145 (2018-19) (Uncertified)

Name: Kristia Brownwood
Position: P-Tech Teaching Assistant (Replacement) (Uncertified)
Effective Date: September 01, 2018-June 30, 2019
Annual Base Salary: \$20,841
Per MOU: P-Tech Stipend of \$2,100 will be paid annually

Name: Jonathan Maze
Position: P-Tech Technology Teacher (Replacement) (Uncertified)
Effective Date: September 01, 2018- June 30, 2019
Certification Status: Airframe & Powerplant 7-12 Certified
Annual Base Salary: \$45,708 (2018-19)
Per MOU: P-Tech Stipend of \$4,000 will be paid annually

10. Increase the following positions:

Name: Catherine Premore
Position: Physical Therapist – increase from 70% to 100% (WAF)
Effective: September 1, 2018
Annualized Salary: \$46,563

Name: Roseanna Pierce
Position: Occupational Therapist – increase from 70% to 100% (WAF)
Effective: September 1, 2018
Annualized Salary: \$47,388

ENC. 2 CONTINUED

11. Rescind the following motion:

Rescind the motion that was approved at the June 13, 2018 Board meeting whereby the Board approved the 2017/18 Maple Sugaring Stipend (YD) of \$1,050 to Thomas Rodriguez and recommend that the Board approve the 2017/18 Maple Sugaring Stipend (YD) of \$1,110 to Thomas Rodriguez.

12. Approve the following Additional Work for the 2017-2018 School Year:

PBIS Coordinator, \$300/Stipend

Wendy Davis

Approve the following Additional Work for the 2018-2019 School Year:

ADK P-TECH Teachers for the period of August 23, 2018 through September 2, 2018

Jonathan Maze (non-instructional work), not to exceed 48 hours

Kristia Brownwood (non-instructional work), not to exceed 24 hours

Jonathan Maze (instructional work), not to exceed 4 days

Stipend Positions (compensation per collective bargaining unit)

Sheilah Boyea

WAF Yearbook

Meredith Jacobs

WAF PBIS

Jennifer Haley

New employee Mentor

Kim Denton

New Employee Mentor

13. Approve the following Temporary Grant appointments through December 30, 2018 as follows:

1. Logan King, Work Study Student, not to exceed 160 hours, at a rate of \$10.40/hour

2. Julia Karkoski, Work Study Student, not to exceed 160 hours, at a rate of \$10.40/hour

3. Nathan Catanzarita, Work Study Student, not to exceed 160 hours, at a rate of \$10.40/hour

14. Approve the following list of Substitutes:

<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Rate</u>	<u>Location</u>
Donna Lavene	Temp on Call Account Clerk/Typist	08/1/2018	\$13.20/hour	WAF
Kim Mayer	Substitute Teacher	07/09/2018	\$100/daily	WAF

15. Approve the following Adult Education Instructors for the 2018-2019 School Year:

Adult Education \$28.00/hour

Francis Russell

Christina Beck (Pending Fingerprint Clearance)

16. Approve the following list of Curriculum Writers for the period of July 1, 2018 through June 30, 2019:

Curriculum Writers (\$25.00/hour)

Mitchell Estes

Dennis LaBarge

Krista Williams

17. Approve the following list of 2018 Special Education Summer School Staffing additions:

The Following People Will Receive \$10.40/hour

Amy King

TOC/ Teacher Aide/Student Aide

WAF

Sara Agnew

TOC/ Teacher Aide/Student Aide

WAF

Debbie Wilcox

TOC/ Teacher Aide/Student Aide

WAF

ENC. 2 CONTINUED

Rebecca Forkey	TOC/ Teacher Aide/Student Aide	WAF
Gregory Howard	TOC/ Teacher Aide/Student Aide	WAF
Karen Coulombe	TOC/ Teacher Aide/Student Aide	WAF
Andrew Peryer	TOC/ Teacher Aide/Student Aide	WAF

The Following People Will Receive \$14.00/hour

Cassie Lapier	TOC/ Teacher Aide/Student Aide	WAF
Angela Vanderbogart	TOC/Teacher Aide/Student Aide	WAF

The Following People Will Receive \$25.00/hour

Elizabeth Christon	Teaching Assistant	WAF
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The Following People Will Receive \$39.00/hour

Kim Mayer	Teacher	WAF
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18. Approve the following 2018 summer work

New Program/Classroom set up (compensation as per collective bargaining unit)

Susan Richards-Business Teacher Not-to Exceed 2 Days

CALM Training of Trainers, \$30/Hour

Chris Falvey	not to exceed 30 hours
Crystal Rhino	not to exceed 30 hours

CALM Training, \$30/Hour

Kayla Thorne	not to exceed 16 hours
Caitlyn Worley	not to exceed 16 hours

Edmark Training, July 23-24, 2018, \$30/Hour

Tedi Politano	not to exceed 2 hours
Brianna Finnegan	not to exceed 4 hours
Melissa Gough	not to exceed 4 hours
Paulina Geoffroy	not to exceed 4 hours
Joan McGowan	not to exceed 4 hours
Melissa Slagenweit	not to exceed 4 hours
Chelsea Benway	not to exceed 4 hours
Andrea Christensen	not to exceed 4 hours
Ashley Brown	not to exceed 4 hours
Crystal Rhino	not to exceed 4 hours
Jerilynn Lamere	not to exceed 4 hours
Kim Schafer	not to exceed 4 hours
Ellen Supinski	not to exceed 4 hours
William Fish	not to exceed 4 hours
Cherie Passno	not to exceed 4 hours

Academic/Behavior Curriculum, \$30/Hour

Jordan Wendling	not to exceed 30 hours
Cheryl Spoor	not to exceed 6 hours

ENC. 2 CONTINUED

Louise O'Connell not to exceed 6 hours
Sheilah Boyea not to exceed 6 hours
William Fish not to exceed 12 hours

Life Skills Curriculum, \$30/Hour

Melissa Adams not to exceed 30 hours
Molly Rascoe not to exceed 30 hours
Cherie Passno not to exceed 12 hours

TCI Committee not to exceed 12 hours, \$30/Hour

Brigitte Phillips

Self- Injury Training not to exceed 12 hours, \$30/Hour

Dawn Abar
Nancy Davidson

Restorative Justice Planning not to exceed 20 hours, \$30/Hour

Kim Denton

APPR Aide Evaluation not to exceed 30 hours, \$30/Hour

Joelle Lucia
Melissa Adams

PBIS (Additional Hours), \$30/Hour

Meredith Jacobs not to exceed 9 hours

2018-2019 Classroom Moves not to exceed 1 day (compensation as per collective bargaining unit)

Faye Dayton-Teacher
Chris Falvey-Teacher
Amanda Gebhardt-Teacher
Joe Mazzella-Teacher
Ellen Supinski-Teacher
Kayla Thorne-Teacher
Diana Aintrazi-Teaching Assistant
Sheilah Boyea-Teaching Assistant
Ashley Brown-Teaching Assistant
Andrea Christiansen-Teaching Assistant
Whitney Gagnier-Teaching Assistant
Becky Garrow-Teaching Assistant
Jerilynn Lamere-Teaching Assistant
Amanda Plympton-Teaching Assistant
Louise O'Connell-Teaching Assistant
Kim Denton-School Counselor
Toni Perez-Clinical Social Worker
Melodie St. Clair-School Counselor
Oliver Bickel-School Counselor
Joan McGowan-Teacher
Anthony Biasini-Teacher

ENC. 2 CONTINUED

Melissa Gough-Teaching Assistant
Jean Gonyo-Teaching Assistant

19. Approve the following 2018-2019 Temporary On-Call Substitute Annual Renewal List:

<u>Name</u>	<u>Position</u>
Allen, Stephen	Substitute Principal
Atchinson, Peter	Substitute Principal
Berry, Bonnie	Substitute Principal
Broadwell, Stephen	Substitute Principal
Coakley, Sanford	Substitute Principal
Johnson, Lyndon	Substitute Principal
Ryan, Thomas	Substitute Principal
Barcomb, Doreen	Substitute Teacher
Barcomb, Paige	Substitute Teacher
Bernhard, William	Substitute Teacher
Brogowski, Richard	Substitute Teacher
Davis, Chad	Substitute Teacher
Kesterman, Kenneth	Substitute Teacher
Courtney Lapham	Substitute Teacher
Leavine, Diane	Substitute Teacher
Mercier, Frank	Substitute Teacher
Mueller, Susan	Substitute Teacher
Parent, Elizabeth	Substitute Teacher
Sorrell, Roger	Substitute Teacher
Atkinson, Katelyn	Substitute Teaching Assistant
Barcomb, Doreen	Substitute Teaching Assistant
Barcomb, Paige	Substitute Teaching Assistant
Cassavaugh, Eric	Substitute Teaching Assistant
Elizabeth Christon	Substitute Teaching Assistant
Lapham, Courtney	Substitute Teaching Assistant
Fretwell, Jelona	Substitute Teaching Assistant
Manley, Julie	Substitute Teaching Assistant
Mueller, Susan	Substitute Teaching Assistant
Trim, Marjorie	Substitute Teaching Assistant
Williams, Cynthia	Substitute Teaching Assistant
Bush, Donald	Temp on Call Cleaner/Messenger
Shepard, John	Temp on Call Cleaner/Messenger
Bush, Donald	Temp on Call Laborer
Shepard, John	Temp on Call Laborer
Casey, Marilyn	Temporary on Call Typist
Mascarenas, Deborah	Temporary on Call Typist
Atkinson, Katelyn	Temp on Call Teacher Aide/Student Aide

ENC. 2 CONTINUED

Bigelow, Heidi	Temp on Call Teacher Aide/Student Aide
Cassavaugh, Eric	Temp on Call Teacher Aide/Student Aide
Cunningham, Ronnie	Temp on Call Teacher Aide/Student Aide
Deyo, Lisa	Temp on Call Teacher Aide/Student Aide
Durgan, Christina	Temp on Call Teacher Aide/Student Aide
Hart, Janice	Temp on Call Teacher Aide/Student Aide
Herbert, Nicholas	Temp on Call Teacher Aide/Student Aide
Hogan, Emily	Temp on Call Teacher Aide/Student Aide
Joy, Alexis	Temp on Call Teacher Aide/Student Aide
Lamar, Shirley	Temp on Call Teacher Aide/Student Aide
Manley, Julie	Temp on Call Teacher Aide/Student Aide
Mueller, Susan	Temp on Call Teacher Aide/Student Aide
Parness, Andrea	Temp on Call Teacher Aide/Student Aide
Provost, Carolyn	Temp on Call Teacher Aide/Student Aide
Rock, Mindy	Temp on Call Teacher Aide/Student Aide
Roppolo, Angela	Temp on Call Teacher Aide/Student Aide
Trim, Marjorie	Temp on call Teacher Aide/Student Aide
Trombley, Maura	Temp on Call Teacher Aide/Student Aide
Williams, Cynthia	Temp on Call Teacher Aide/Student Aide

LaPage, Patricia	Temp on Call Job Placement Aide
Ford-Johnston, Cynthia	Substitute Administrator
Hart, Deborah	Temp on Call Account Clerk Typist
Lavene, Donna	Temp on Call Account Clerk Typist
Leavine, Diane	Temp on Call Senior Stenographer
Shepard, John	Temp on Call AV repair technician
Shepard, John	Temp on Call Custodial Worker
Woods, Chester	Temp on Call custodial worker
Walton, Bryan	Temp on Call Musical Repair Tech
Facteau, Linda	Temp on Call RN

ENC. 2 CONTINUED

20. Establish the following temporary on-call rates for the 2018-19 school year effective September 1, 2018:

Title (Temporary On-Call)	2017-2018	Type	2018-2019	Type
Teacher (Certified)	\$100.00	Daily	\$110.00	Daily
Teacher (Non-Certified)	\$100.00	Daily	\$110.00	Daily
Nurse (RN)	\$90.00	Daily	\$100.00	Daily
Teaching Assistant	\$80.00	Daily	\$88.00	Daily
Teacher Aide/Job Placement Aide	\$73.00	Daily	\$78.00	Daily
Custodial Worker	\$10.50	Hourly	\$12.50	Hourly
Building Maintenance Mechanic	\$10.50	Hourly	\$12.50	Hourly
Bus Driver	N/A	N/A	\$15.00	Hourly
Cook	N/A	N/A	\$11.20	Hourly
Food Service Helper	N/A	N/A	\$11.20	Hourly
Musical Instrument Repair Technician	\$19.75	Hourly	\$19.75	Hourly
Audio Visual Repair Technician	\$14.67	Hourly	\$14.67	Hourly
Cleaner Messenger	\$10.50	Hourly	\$11.20	Hourly
Laborer	\$10.50	Hourly	\$11.20	Hourly
Temporary On-Call Clerical (Clerk, Typist, Account Clerk/Typist, Stenographer, and Senior Stenographer)	Various	Hourly	\$11.20	Hourly
Temporary On-Call Clerical- CVES Retiree	Various	Hourly	\$13.20	Hourly
Principal	\$350.00	Daily	\$350.00	Daily
Administrator	\$450.00	Daily	\$450.00	Daily

21. Approve the following list of Extra Curricular Student Activity Fund Club Advisors with no additional compensation for the 2018-19 school year:

Allied Health	Kathy Billings (Co-Advisor)
Allied Health	Shawna DeAngelo (Co-Advisor)
Cosmetology I (Image Makers)	Beverly Thwaites
Cosmetology II (Reflections)	Lisa Banker
Cosmetology (The Razor's Edge)	Kimberly Lincoln (Mineville)
North Country Loggers	Josh Pierce (Co-Advisor)
North Country Loggers	Jennifer Parker (Co-Advisor)
LPN	Dena Tedford
SkillsUSA	Nicole Santaniello
Skills USA	Mark Brown

22. Appoint the following Officials for the Child Nutrition Program, effective August 22, 2018 through the July 2019 reorganizational meeting, with no additional compensation:

1. Reviewing Official for Free and Reduced Lunch Eligibility – Jessica LaClair, Accountant
2. Hearing Official for Free Reduced Lunch Appeals – Eric Bell, Assistant Superintendent of Management Services
3. Verification Official for Free and Reduced Lunch Eligibility - Jessica LaClair, Accountant

ENC. 2 CONTINUED

23. Authorize the following individuals to collect money at all CVES locations for the 2018-19 school year:

Special Education – Plattsburgh

Kim Wright - Special Education program activities

24. Approve the following resolution:

The Clinton-Essex-Warren-Washington Board of Cooperative Educational Services, through its president, shall send a letter to Governor Cuomo, urging the Governor to sign into law the bills approved by the Legislature of New York (S.3203-A/A.212-A) which would amend Education Law Section 195(4)(a) to amend the limitation on BOCES District Superintendent's salary so that the law indexes the salary cap to 98% of the salary of the Commissioner of Education in the current year.

September 2018

1. Draft Minutes from the August 22, 2018 Board meeting.

2. Certification of Warrant for August 13, 2018 to August 31, 2018.

3. Treasurer's Reports from June & July 2018.

4. Approve the following Donations:

1. Donation of \$300 from CVES United Professionals to offset the cost of the 2018 Opening Day expenses at the West Side Ballroom.

2. Donation of \$150 from CVES CSEA 10-Month Unit to offset the cost of the 2018 Opening Day expenses at the West Side Ballroom.

3. Donation of \$235 from CVES Administration to offset the cost of the 2018 Opening Day expenses at the West Side Ballroom.

5. Special Aid Fund Projects:

1. The Employment Preparation Education (EPE) special aid fund project be allowed to continue providing services for the period October 1- December 31, 2018. Expenditures are not to exceed \$129,804. (CV-TEC)

2. The Regional Special Education Technical Assistance Support Centers (RSE-TASC) special aid fund project be allowed to continue providing services for the period October 1- December 31, 2018. Expenditures are not to exceed \$47,384. (Special Education)

6. Cross Contracts:

1. 2017-18 Final – Erie 1 BOCES

\$2,999.99 for Policy Services (CVES and Westport participate in this service).

2. 2017-18 Final- Franklin-Essex-Hamilton BOCES

\$649,416.85 for Shared Business Office Services, Substitute Coordination, School Improvement SSFC, Insurance Coordination- ACA Consulting and Reporting, Academic Summer School, Performing Arts, Exploratory Enrichment, Personnel Recruitment- Frontline and School Improvement (all 17 component districts and CVES participate in one or more of these services).

ENC. 2 CONTINUED

3. 2017-18 Final – Monroe 2-Orleans BOCES
\$7,004.63 for the Elementary Science Program (Keene participates in one in this service).

4. 2017-18 Final- Putnam-Northern Westchester BOCES
\$19,564 for Regional Recruitment/On-Line Application System and Planning Services Management (Beekmantown, CVES, Moriah, Peru, Plattsburgh, Putnam, Schroon Lake and Ticonderoga participate in one or more of these services).

5. 2017-18 Final – St. Lawrence-Lewis BOCES
\$78,247 for Cooperative Purchasing, Instructional Technology and School Improvement (AuSable Valley, Beekmantown, Chazy, Crown Point, CVES, Elizabethtown-Lewis, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, Schroon Lake, Ticonderoga, Westport and Willsboro participate in one or more of these services).

7. Contractor/Consultant Agreements

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Houghton Mifflin Harcourt Publishing Company (HMH) for Journeys Support services including (4) Journeys Team Coaching Full Day Professional Development sessions and (1) Houghton Mifflin Harcourt Technical Services Consultative Day session. Services will be provided by HMH at the Beekmantown Central School District for mutually agreed upon dates during the 2018-2019 school year for the total amount of \$13,550. (ISC)

2. Agreement between Clinton-Essex-Warren-Washington BOCES and Learn Thru Movement, Inc./Math and Movement for the purpose of obtaining a two day Math & Movement Symposium at Peru Elementary School on September 26 & 27, 2018 and a Movement & Literacy Workshop at the CVES Instructional Services Center on September 28, 2018. The total amount for all services is \$11,850. (ISC)

8. Adult Education Sponsorship Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Westport Central School District for the purpose of providing Adult Education Instructional Activities for the 2018-2019 school year. (CV-TEC)

9. Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Cornell University for the purpose of obtaining the following training sessions: A Therapeutic Crisis Intervention Update/Post Crisis Response (PCR) training for the dates of October 1-2, 2018 and a Therapeutic Crisis Intervention for Schools Training of Trainers session for the dates of May 6 – 10, 2019. Trainings services will take place at the Plattsburgh City School District Duken Building for the total amount of \$44,700. (ISC)

10. Memberships for the Assistant Superintendent for Instruction and 21st Century Learning for the 2018-2019 school year:

1. Association for Supervision and Curriculum Development (ASCD), \$69 (after discount)
2. Staff/Curriculum Development Network (S/CDN), \$575
3. New York State Council of School Superintendents, \$1,199.38

ENC. 2 CONTINUED

11. Memorandum of Agreement between C-E-W-W Board of Cooperative Educational Services and the CVES Civil Service Employees Association, Inc., to include the title of Food Service Helper, a 10-month position, within the negotiations unit represented by CSEA pursuant to Article 2 Collective Bargaining Unit, Paragraph B, of the parties' collective bargaining agreement for the term July 1, 2015 through June 30, 2018.

12. Attendance to Conference/Workshop for the following Board Member:

Linda Gonyo-Horne

Rural Schools Association Board Retreat

November 9-10, 2018 in Latham, NY (overnight accommodations needed)

13. Four-Year Probationary Appointment as follows:

Name: Elizabeth Hoffman

Tenure Area: Speech & Language Pathologist

Position: Speech & Hearing Teacher

Effective Date: October 1, 2018

Tentative Tenure Date: October 1, 2022

Certification Status: Speech & Language Disabilities, Professional Certificate

Annual Base Salary: \$43,645

Prorated Salary: \$39,280.50

(The Expiration date for the above appointments are tentative and conditional only. Except to the extent required by the applicable provisions of Section 3012 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3012-c and/or 3012d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time).

14. Additional Work for the 2018-2019 School Year:

<u>Name:</u>	<u>Reason:</u>	<u>Rate:</u>
Lori Ducharme	Animal Science Stipend	Per Contract
Laura Denton-Lawrence	Edmark Training (July 23 & 24, 2018)	\$30/hour

15. RESOLVED, that in accord with the advice of counsel, the Board hereby consents to the terms of a general release with Paul Risetto and Rachel Risetto in the action pending in the U.S. District Court for the Northern District of New York at No. 8:15-CV-00720-CFH as evidenced by a written general release, and authorizes counsel to execute such documents as may be necessary to effectuate such settlement.

ENC. 3

Recommend that the Board approve the Annual Independent Audit, performed by West & Company, CPA, PC for the 2017-18 school year.

ENC. 4

Recommend that the Board adopt the CVES 2018-2021 Strategic Plan for Continuous Improvement.

ENC. 1

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

DATE: September 12, 2018
KIND OF MEETING: Regular Board Meeting
PLACE: Yandon-Dillon Center, Mineville, NY

Board Members Present:

Larry Barcomb
Leisa Boise
Jane Donahue
Patricia Gero
Evan Glading
Linda Gonyo-Horne
Richard Harriman, Sr.
Thomas McCabe
Bruce Murdock
Lori Saunders
Florence Sears
Michael St. Pierre

Board Members Absent:

Donna LaRocque
Richard Malaney
Ed Marin

Executive Officer:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Members Present:

Eric Bell
Teri Calabrese-Gray
Jim McCartney
Michele Friedman
Bonnie Berry
Michael Horne
Judith Aumand
Jaci Kelleher

DRAFT

MEETING
TO ORDER

The Board President called the meeting to order at 6:33 p.m.

EXECUTIVE
SESSION

Mr. St. Pierre moved, seconded by Mrs. Saunders, that the Board go into Executive Session at 6:34 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; #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. In Executive Session, Judith Aumand, Esq. of the law firm Burke, Scolamiero & Hurd, LLP provided legal advice on the Rissetto vs. CVES et.al lawsuit. Jacqueline Kelleher, Esq. of the law firm Stafford, Owns, Piller, Murnane, Kelleher & Trombley, PLLC was also present for the legal update and discussion. Next, the District Superintendent and Assistant Superintendent of Management Services reviewed several updates on the proposed acquisition of the Satellite Campus for CVES' Proposed Capital Project. Dr. Davey then provided an update on options under consideration regarding re-opening the search to fill the vacancy for a new Director of Special Education. A brief labor relations review occurred next and several personnel updates were shared. Lastly, a confidential update was provided regarding a student matter. All Board Members present voted yes—motion carried.

Mr. Murdock moved, seconded by Mrs. Boise, that the Board come out of Executive Session at 7:21 p.m. All Board Members present voted yes—motion carried.

OPINIONS &
CONCERNS FROM
AUDIENCE

Dr. Davey thanked all administrators and staff for the two successful and productive Superintendent's Conference Days and the smooth opening with students. He shared that CVES is off to a strong start for our 2018-19 school year and we are looking forward to a successful and productive year.

CAPITAL PROJECT
UPDATE

Dr. Davey and Mr. Bell gave a brief update to the Board sharing the latest version of the Capital Project PowerPoint presentation. This new version is tailored to each component district and highlights specific financial estimates and other specific data for each component district to be used during upcoming district visits. Mr. Bell also emphasized changes made to the CVES website on the Capital Project page, highlighting the "District Share & Tax Form", Vote Information and the many valuable Resource Links. Lastly, Dr. Davey thanked the CVES Board members in advance for their planned presence at their home district Board of Education presentations.

PREVIOUS
MINUTES

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, to approve the minutes of the August 22, 2018 Board Meeting as presented. All Board Members present voted yes—motion carried.

CONSENT
AGENDA
FINANCIAL

Mrs. Gonyo-Horne moved, seconded by Mrs. Boise, to approve the following Consent Agenda Financial items 6a–6i as presented. All Board Members present voted yes—motion carried.

CERTIFICATION
OF WARRANT

(6a) Approve the Certification of Warrant for August 13, 2018 – August 31, 2018, as presented.

TREASURER'S
REPORTS

(6b) Approve the Treasurer's Reports from June & July 2018.

DONATIONS

(6c) Approve the following Donations:

1. Donation of \$300 from CVES United Professionals to offset the cost of the 2018 Opening Day expenses at the West Side Ballroom.
2. Donation of \$150 from CVES CSEA 10-Month Unit to offset the cost of the 2018 Opening Day expenses at the West Side Ballroom.
3. Donation of \$235 from CVES Administration to offset the cost of the 2018 Opening Day expenses at the West Side Ballroom.

SPECIAL AID
FUND PROJECT
CONTINUATIONS

(6d) Approve the following Special Aid Fund Project Continuations:

1. The Employment Preparation Education (EPE) special aid fund project be allowed to continue providing services for the period October 1- December 31, 2018. Expenditures are not to exceed \$129,804. (CV-TEC)

CROSS
CONTRACTS

2. The Regional Special Education Technical Assistance Support Centers (RSE-TASC) special aid fund project be allowed to continue providing services for the period October 1- December 31, 2018. Expenditures are not to exceed \$47,384. (Special Ed.) (6e) Approve the following Cross Contracts:

1. 2017-18 Final – Erie 1 BOCES

\$2,999.99 for Policy Services (CVES and Westport participate in this service).

2. 2017-18 Final- Franklin-Essex-Hamilton BOCES

\$649,416.85 for Shared Business Office Services, Substitute Coordination, School Improvement SSFC, Insurance Coordination- ACA Consulting and Reporting, Academic Summer School, Performing Arts, Exploratory Enrichment, Personnel Recruitment- Frontline and School Improvement (all 17 component districts and CVES participate in one or more of these services).

3. 2017-18 Final – Monroe 2-Orleans BOCES

\$7,004.63 for the Elementary Science Program (Keene participates in one in this service).

4. 2017-18 Final- Putnam-Northern Westchester BOCES

\$19,564 for Regional Recruitment/On-Line Application System and Planning Services Management (Beekmantown, CVES, Moriah, Peru, Plattsburgh, Putnam, Schroon Lake and Ticonderoga participate in one or more of these services).

5. 2017-18 Final – St. Lawrence-Lewis BOCES

\$78,247 for Cooperative Purchasing, Instructional Technology and School Improvement (AuSable Valley, Beekmantown, Chazy, Crown Point, CVES, Elizabethtown-Lewis, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, Schroon Lake, Ticonderoga, Westport and Willsboro participate in one or more of these services).

CONTRACTOR/
CONSULTANT
AGREEMENTS

(6f) Approve the following Contractor/Consultant Agreements:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Houghton Mifflin Harcourt Publishing Company (HMH) for Journeys Support services including (4) Journeys Team Coaching Full Day Professional Development sessions and (1) Houghton Mifflin Harcourt Technical Services Consultative Day session. Services will be provided by HMH at the Beekmantown Central School District for mutually agreed upon dates during the 2018-2019 school year for the total amount of \$13,550. (ISC)

2. Agreement between Clinton-Essex-Warren-Washington BOCES and Learn Thru Movement, Inc./Math and Movement for the purpose of obtaining a two day Math & Movement Symposium at Peru Elementary School on September 26 & 27, 2018 and a

Movement & Literacy Workshop at the CVES Instructional Services Center on September 28, 2018. The total amount for all services is \$11,850. (ISC)

ADULT
EDUCATION
SPONSORSHIP
AGREEMENT

(6g) Approve the following Adult Education Sponsorship Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Westport Central School District for the purpose of providing Adult Education Instructional Activities for the 2018-2019 school year. (CV-TEC)

AGREEMENT

(6h) Approve the following Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Cornell University for the purpose of obtaining the following training sessions: A Therapeutic Crisis Intervention Update/Post Crisis Response (PCR) training for the dates of October 1-2, 2018 and a Therapeutic Crisis Intervention for Schools Training of Trainers session for the dates of May 6 – 10, 2019. Trainings services will take place at the Plattsburgh City School District Duken Building for the total amount of \$44,700. (ISC)

MEMBERSHIPS

(6i) Approve the following memberships for the Assistant Superintendent for Instruction and 21st Century Learning for the 2018-2019 school year:

1. Association for Supervision and Curriculum Development (ASCD), \$69 (after discount)
2. Staff/Curriculum Development Network (S/CDN), \$575
3. New York State Council of School Superintendents, \$1,199.38

CONSENT
AGENDA
PERSONNEL

Mr. Murdock moved, seconded by Mrs. Saunders, to approve the following Consent Agenda Personnel items 8a–8k as presented. All Board Members present voted yes—motion carried.

RESIGNATIONS
JACOBS,
TROMBLEE,
KISSEL, MANOR,
BURDASH,
O'CONNOR,
CELOTTI, WEISS

(8a) Accept the following letters of Resignation:

1. Meredith Jacobs, Art Teacher, effective August 21, 2018
2. Amanda Tromblee, Teacher Aide/Student Aide, effective August 23, 2018
3. Patrick Kissel, Special Education Teacher, effective August 24, 2018
4. Taylor Manor, Teacher Aide/Student Aide, effective August 24, 2018
5. Christopher Burdash, Teaching Assistant, effective September 1, 2018
6. Carrie O'Connor, Teacher Aide/Student Aide, effective August 31, 2018
7. Marciano Celotti, Teacher Aide/Student Aide, effective September 4, 2018
8. Joanne Weiss, Library Media Specialist, effective September 4, 2018

CIVIL SERVICE
PROBATIONARY
APPOINTMENTS
MARBUT, SHAW,
HUCHRO,
MARTINO-MOTT

(8b) Appoint the following person(s) to a 52-week Civil Service Probationary Appointment as follows:

1. Briana Marbut, Teacher Aide/ Student Aide, Effective September 5, 2018, Annualized Salary of \$15,815.44.
2. Heather Shaw, Teacher Aide/ Student Aide, Effective September 5, 2018, Annualized Salary of \$15,815.44.
3. Adele Huchro, Food Service Helper, Effective September 1, 2018, Annualized Salary of \$15,976.
4. Andrea Martino-Mott, Coordinator (Autism) 80%, Effective September 13, 2018, Annual Base Salary of \$55,176.31, Prorated Salary of \$35,143.07.

CIVIL SERVICE
PROBATIONARY
APPOINTMENTS
MARBUT, SHAW,
HUCHRO,
MARTINO-MOTT
CONTINUED

PERMANENT
APPOINTMENT
LAMERE,
NOORWOOD,
BAKER

(8c) Grant a Permanent Appointment (Civil Service) to the following people:

1. Kacilynn Lamere, Teacher Aide/Student Aide, effective September 1, 2018
2. Emily Noorwood, Teacher Aide/Student Aide, effective September 1, 2018
3. Kathy Baker, Teacher Aide/Student Aide, effective September 1, 2018

TEMPORARY
APPOINTMENTS
PALMER, BROOKS

(8d) Appoint the following person(s) to a Temporary Appointment as follows:

1. Roxana Palmer, Art Teacher, Effective September 1, 2018 – June 30, 2019, Annualized Base Salary of \$37,145 (uncertified).
2. Katie Brooks (Continuing Temporary Position), Adult Literacy Teacher, Effective Date September 1, 2018, Annualized Base Salary of \$44,396.

SALARY
ADJUSTMENT
BROOKS

(8e) Grant a Salary Adjustment to the following person due to receipt of certification:

1. Katie Brooks, Adult Literacy Teacher, Effective Date June 14, 2018, Old Salary of \$36,394, New Salary of \$42,894, Prorated Salary of \$36,621.50.

RESCIND

(8f) Rescind the motion that was approved at the August 22, 2018 Board meeting whereby the Board approved the following: "Per MOU: P-Tech Stipend of \$2,100 will be paid annually" to Kristia Brownwood as part of her Temporary Appointment.

ADDITIONAL
WORK

(8g) Approve the following Additional Work for the 2018-2019 School Year, effective August 1, 2018:

Culinary Arts Management, Hourly rate of pay
Tanner Senecal, not-to-exceed 30 hours
Bevan Gertsch-Cochran, not-to-exceed 30 hours

Class Room Set-up, \$110/Day
Michelle Whitford, not-to-exceed 1day

PBIS, \$30/Hour
Allison Bola, 2 additional hours

8:1:1 Academic/Behavior Curriculum, \$30/Hour

Patrick Kissel, not-to-exceed 30 hours

NEW EMPLOYEE
ORIENTATION
COMPENSATION

(8h) Approve the following list of employees to receive compensation for attending the New Employee Orientation on August 27, 2018:

\$30/Hour

Kyle Ainsworth
Abram Benko
Kristia Brownwood
Todd Everleth
William Fish
Kristin Forttrell
Maiya Giroux
Brittani Hellen
Cherie Passno
Molly Rascoe
Susan Richards
Kayla Thorne
Lori Warner
Andrea Denton
Mary Murphy
Heidi Wells

\$28/Hour

Bridget Snow

\$10.40/Hour

Tabatha Imondi
Destiny Welch
Cynthia Warner
Ashley Wales

SUBSTITUTES

(8i) Approve the following list of Substitutes:

<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Rate</u>
Susan Muller	On-Call Cook	05/01/2018	\$11.20/Hour
Francis Russell	Sub CDL Driver	07/01/2018	\$28/Hour
Taylor Manor	Teacher Aide/Student Aide	09/01/2018	\$78/Day
Michelle Whitford	Teacher	09/01/2018	\$110/Day
Andrea Mott	Teacher	09/01/2018	\$110/Day

FACILITATORS,
CURRICULUM
WRITERS

(8j) Approve the following list of Facilitators for the period of September 13, 2018 through June 30, 2019:

Facilitators (\$30.00/Hour)

Sanford Coakley
Kim Mayer

Michelle Whitford
David Slater

Approve the following list of Curriculum Writers for the period of July 1, 2018 through June 30, 2019:

Curriculum Writers (\$25.00/Hour)

Cherish Canning
Damie Durgan
Meghann Farrell
Gina Goodrow
Jamie Guay
Angela Harrigan
Barbara LaBombard
Erin LaClair
Jennifer Lafountain
Amy LaPoint
Kim Lashway
Shawn Matthews
Laura Nutt
Amanda Peck
Marcy Peryea
Pamela Pitts
Tracy Rabideau
Leslie Thayer
Rebecca Trombley
Mary Trudo
Lisa Vanier
Jamie Whelden
Bethany White

FACILITATORS,
CURRICULUM
WRITERS
CONTINUED

RE-CERTIFICATION
OF LEAD
EVALUATORS

(8k) Approve the following resolutions:

1. The re-certification of the following Lead Teacher Evaluators for the 2018-2019 school year, who have attended various CVES in-house meetings and state, regional and/or local professional development offerings, most recently Gearing Up on August 21, 2018: Bonnie Berry, Teri Calabrese-Gray, Jennifer Christiansen, Adam Facticeau, Cynthia Ford-Johnston, Michele Friedman, Jim McCartney, Grace Stay, Matt Walentuk, and Daniel Valenzuela.
2. The re-certification of the following Lead Principal Evaluators for the 2018-2019 school year, who have attended various in-house meetings and state, regional and/or local professional development offerings, most recently Gearing Up on August 21, 2018: Bonnie Berry, Teri Calabrese-Gray, and Michele Friedman.

MEMORANDUM
OF AGREEMENT
BETWEEN CEWW
BOCES & THE
CVES CSEA UNIT

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock to approve the Memorandum of Agreement between C-E-W-W Board of Cooperative Educational Services and the CVES Civil Service Employees Association, Inc., to include the title of Food Service Helper, a 10-month position, within the negotiations unit represented by CSEA pursuant to Article 2 Collective Bargaining Unit, Paragraph B, of the parties' collective bargaining agreement for the term July 1, 2015 through June 30, 2018. All Board Members present voted yes—motion carried.

2017/18 DS
APPROVED CROSS
CONTRACT
BUDGET
INCREASES

Per the resolution adopted by the CVES Board the "District Superintendent is authorized to approve budget increases related to cross contracted service budgets. Budget increases authorized in this capacity will be reported to the Board within 90 days". The following is a report to the Board of such action:

1. Exploratory Enrichment – Franklin-Essex-Hamilton BOCES budget was increased from \$4,200 to \$6,048, for the 2017-2018 school year, to accommodate for additional service requests with FEH BOCES and Northern Adirondack). (Co-Ser 409) ISC
2. Learning Technology – Washington-Saratoga-Warren-Hamilton-Essex BOCES budget was increased from \$9,500 to \$95,298, for the 2017-2018 school year, to accommodate for additional service requests with WSWHE BOCES and Beekmantown. (Co-Ser 504) ISC
3. Model Schools – Capital Region BOCES budget was increased from \$96,831 to \$163,210, for the 2017-2018 school year, to accommodate for additional service requests with Albany BOCES (AuSable Valley, Beekmantown, Chazy, Northern Adirondack, Peru, Saranac, and Elizabethtown-Lewis, and Moriah). (Co-Ser 544) ISC
4. Drug & Alcohol Testing – Jefferson-Lewis BOCES budget was increased from \$22,968 to \$24,709, for the 2017-2018 school year, to accommodate for additional service requests with Jeff-Lewis BOCES (AuSable Valley, Beekmantown, Crown Point, Elizabethtown-Lewis, Keene, Moriah, Peru, Plattsburgh, Westport, and Willsboro). (Co-Ser 624) ISC

REQUEST FOR
APPROVAL TO
ATTEND
CONFERENCE/
WORKSHOP

Mr. St. Pierre moved, seconded by Mr. Murdock that the Board approve the following Request for Approval of Attendance to Conference/Workshop for the following Board Member:

Linda Gonyo-Horne
Rural Schools Association Board Retreat
November 9-10, 2018 in Latham, NY (overnight accommodations needed)
All Board Members present voted yes—motion carried.

FOUR-YEAR
PROBATIONARY
APPOINTMENT

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, that the Board appoint the following person(s) to a Four-Year Probationary Appointment as follows:

HOFFMAN

1. Elizabeth Hoffman, Speech & Hearing Teacher, Effective October 1, 2018, Annual Base Salary of \$43,645, Prorated Salary of \$39,280.50. All Board Members present voted yes—motion carried.

ADDITIONAL WORK

Mrs. Gonyo-Horne moved, seconded by Leisa Boise that the Board approve the following Additional Work for the 2018-2019 School Year:

<u>Name:</u>	<u>Reason:</u>	<u>Rate:</u>
Lori Ducharme	Animal Science Stipend	Per Contract
Laura Denton-Lawrence	Edmark Training (July 23 & 24, 2018)	\$30/hour

All Board Members present voted yes—motion carried.

RESOLUTION

Mrs. Gonyo-Horne moved, seconded by Mr. Murdcok to approve the following resolution:

RESOLVED, that in accord with the advice of counsel, the Board hereby consents to the terms of a general release with Paul Risetto and Rachel Risetto in the action pending in the U.S. District Court for the Northern District of New York at No. 8:15-CV-00720-CFH as evidenced by a written general release, and authorizes counsel to execute such documents as may be necessary to effectuate such settlement. All Board Members present voted yes—motion carried.

STRATEGIC PLAN UPDATE

Dr. Davey reminded the Board that the District Planning Team (DPT) and Divisional workshop dates will be held on September 25-28, 2018 with Sean Brady, of Prism Decision Systems, LLC, CVES' Strategic Plan facilitator. The CVES Board Retreat will be held on Thursday, September 27, 2018, beginning at 5:30 pm, at the Valcour Brewing Company to review the planned updates to 2018-19 Strategic Plan and yearly Board goals. Several questions were asked about the updated membership of the DPT and whether new members had been recruited to fill vacancies. It was shared that memberships have been updated on all teams including the DPT and our divisional teams for 2018-19. An updated team membership list will be provided to the Board.

DISTRICT SUPT. UPDATE

Dr. Davey began his Superintendent's update by thanking Matt Smith and the Communications team for the finalized CVES Annual Report (that was shared with the Board) in conjunction with the Capital Project focus/emphasis. The Annual Report for 2017-18 will next be shared with the entire CVES staff as well as the Chief School Officers. Next, a brief update was provided on the Health Insurance Consortium and Ad Hoc committee that continues to meet regularly with a variety of representatives that participate. Mr. Eric Bell informed the Board that the new consulting firm for the Consortium is Segal Consulting, which has already recommended several long-term sustainable changes for consideration. Lastly, Dr. Davey shared a list of upcoming component district visits for September and early October as part of the Capital Project initiative.

NEXT BOARD
MEETING

The next Board meeting will be held on Wednesday, October 10, 2018, at the Instructional Services Center in Plattsburgh. An anticipated Executive Session will begin at 6:30 p.m., with the monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mrs. Boise, to adjourn the meeting at 8:02 p.m. All Board Members present voted yes—motion carried.

Meaghan [redacted], Board Clerk

DRAFT

DRAFT

ENC. 5

Recommend that the Board approve the Certification of Warrant for September 4, 2018 to September 28, 2018. (attached)

ENC. 6

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

ENC. 7

Recommend that the Board approve the following Donations:

1. For Our Student Stipend Fund:

Pepsi (July 2018)	82.28
United Way (July 2018)	32.27
Pepsi (August 2018)	50.61
United Way (September 2018)	<u>32.27</u>

TOTAL - \$197.43

2. Donation of materials from the Clinton County Health Department as part of grants through Creating Healthy Schools & Communities and Creating Breastfeeding Friendly Communities (CBFC), with an estimated value of \$2,323.68. This donation will benefit the CVES school community and assist in the mission of promoting healthy lifestyles.

3. Donation of a treadmill from Joanne Beaudry, with an estimated value of \$150.00. This donation will benefit students in the Intensive Therapeutic Support Program.

ENC. 8

Recommend that the Board approve the following Budget Increase:

1. Increase the North Country Region Career Pathways II Program special aid fund project budget from \$50,000 to \$140,000, for the period of April 1, 2018 through March 31, 2019, due to an additional award of \$90,000. (Pending a fully executed contract with North Country Workforce Partnership, Inc.) (CV-TEC)

ENC. 9

Recommend that the Board approve the following Contractor/Consultant Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Staff Development for Educators for obtaining workshops entitled "Climbing the Ladder of Complex Texts – Grades K-2" and "Climbing the Ladder of Complex Texts – Grades 3-8" for BOCES and BOCES component districts in an amount not to exceed \$9,000. The dates for agreement services are November 6 and 7, 2018. (ISC) (attached)

ENC. 5

MEMO

To: Meaghan Rabideau, BOCES Board Clerk
Clinton-Essex-Warren-Washington BOCES
From: Angela Jennette, Claims Auditor
Date: October 1, 2018
Re: Report for Board Agenda for October 10, 2018 Meeting

The following warrant claims were reviewed from September 4, 2018 to September 28, 2018:

<u>Warrant No. & Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #10 - 09/06/2018	*Check Nos: 220738-220796**	\$ 4,834,464.81
W #11 - 09/13/2018	*Check Nos: 220865-221156	\$ 1,040,659.32
W #12 - 09/20/2018	*Check Nos: 221157** 221163-221251	\$ 418,633.25
W #13 - 09/27/2018	*Check Nos: 221252-221253** 221324-221399	\$ 1,596,618.89

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

IRS-EFTPS: PR #6- Wire #941-091418- Warrant #12;

NYS Promptax: PR #5- Wire #NYS-083018- Warrant #10;
PR #6- Wire #NYS-091418- Warrant #12;

BOCES AID: ID#000831- ADIAUG2018- Warrant #10;

NYS Quarterly Sales Tax: Wire #ST100- Warrant #12;

Omni Financial Group: PR #6- Wire #OMN-091418- Warrant #11;
PR #7- Wire #OMN-092818- Warrant #13;

NYS Office of Comptroller ERS Retirement & Loans: PR#4&5- Wire #ERS-AUG18- Warrant #11;

Health Insurance Consortium Payments:

9/6/18	\$ 1,649,208.79
9/13/18	\$ 1,598,307.45
9/20/18	\$ 2,450,154.17
9/27/18	\$ 1,617,470.17

CEWW Workers Compensation Payments:

9/6/18	Check #1047	\$ 7,799.67
9/13/18	Check #1048	\$ 94.94

CEWW Health Insurance Payments:

9/6/18	Check #1023	\$15,599.33
9/13/18	Check #1024	\$ 189.87

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

Internal Claims Auditor
(Signature) Angela Jennette

CC: Eric Bell
Christine Myers

Date	Warrant	Vendor #	Claim Audit Finding:	Summary Business Office Response:	Resolution/Options:
09/05/18	Pending W#10	14944	Missing conference approval number on travel claim.	Will have form completed.	Removed from final warrant.
09/05/18	Pending W#10	12311	Purchase Order was requested 6 weeks after subscription renewal date. Incorrect address.	Backlog created delays in rollover of Purchase Orders, will be done timely next year as item is now on annual list. Will verify with vendor correct address.	Removed from final warrant.
09/05/18	Pending W#10	14888	Service was over 2 months before Purchase Order was requested.	Oversight in requesting Purchase Order timely.	Approved for final warrant.
09/06/18	Final W#10				\$4,834,464.81
09/12/18	Pending W#11	14944	Dates of travel don't match claim.	New employee, contacted division to work with employee on how to correctly fill out reimbursement request. Revised and resubmitted.	Approved for final warrant.
09/12/18	Pending W#11	3248	Missing "Ok to Pay".	Will get "Ok to Pay".	Removed from final warrant.
09/13/18	Final W#11				\$1,040,659.32
09/19/18	Pending W#12	8314	Incorrect vendor name.	Name corrected.	Approved for final warrant.
09/19/18	Pending W#12	10007	Service cost excessive, could be done in house.	Requested regular maintenance be scheduled by summer staff mechanic in the future by O&M.	Approved for final warrant.
09/19/18	Pending W#12	7987	Purchase made before Purchase Order in place.	Assistant Superintendent of Management Services has addressed issue of purchasing before Purchase Order is in place requiring authorization from ASMS and Purchasing Agent.	Approved for final warrant.
09/20/18	Final W#12				\$418,633.25
09/26/18	Pending W#13	3564	Purchase Order request after purchase occurred.	Backlog with new year, Purchase Order's delayed. Will be corrected next year.	Approved for final warrant.
09/26/18	Pending W#13	14720	Incorrect address.	Address corrected.	Approved for final warrant.
09/26/18	Pending W313	13165	Payment not on schedule.	Payment added to schedule.	Approved for final warrant.
09/27/18	Final W#13				\$1,596,618.89

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

	Cash Balance		Cash Receipts		Cash Disbursements		Cash Balance	
	July 31, 2018	August	August	August	August	August	August 31, 2018	August 31, 2018
I. CHECKING ACCOUNTS								
TD Bank - Depository								
General Fund	\$ 4,687,259.64	\$ 2,910,858.93	\$ 1,517,677.03	\$ 6,080,441.54	\$ 3,891,545.26	\$ 6,080,441.54	\$ 6,080,441.54	
Special Aid Fund	\$ (249,611.42)	\$ 56,061.90	\$ 482,782.62	\$ (656,332.14)	\$ 246,005.56	\$ (656,332.14)	\$ (656,332.14)	
Trust & Agency Fund	\$ 70,048.48	\$ 668.88	\$ 61,996.98	\$ 8,720.38	\$ 3,959.03	\$ 8,720.38	\$ 8,720.38	
School Lunch Fund	\$ (8,065.48)	\$ 6,279.51	\$ 2,029.78	\$ (3,835.75)	\$ 7,829.05	\$ (3,835.75)	\$ (3,835.75)	
Capital Fund	\$ (1,159.19)	\$ -	\$ -	\$ (1,159.19)	\$ -	\$ (1,159.19)	\$ (1,159.19)	
Private Purpose Trust Fund	\$ 3,415.52	\$ -	\$ 3,415.52	\$ -	\$ 3,415.52	\$ -	\$ -	
TD Bank - Operating								
General	\$ 215,913.52	\$ 2,058,900.51	\$ 2,129,560.93	\$ 145,253.10	\$ 4,662,040.51	\$ 145,253.10	\$ 145,253.10	
SAVINGS ACCOUNTS								
NYCLASS								
Trust Fund Non-Expendable	\$ 11,276.75	\$ 17.78	\$ -	\$ 11,294.53	\$ 35.16	\$ 11,294.53	\$ 11,294.53	
Private Purpose Trust Fund	\$ 11,359.43	\$ 16.95	\$ 500.00	\$ 10,876.38	\$ 34.40	\$ 10,876.38	\$ 10,876.38	
TOTAL CASH ON HAND	\$ 4,740,417.25			\$ 5,595,258.85	\$ 9,956,546.62	\$ 9,276,609.33	\$ 5,595,258.85	

II. RECONCILIATION TO BANK STATEMENTS

	August 31, 2018	Less: Outstanding	August 31, 2018
	Bank Balance	Transit	Cash Balance
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 393,628.47	\$ -	\$ 393,628.47
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 5,427,834.84	\$ -	\$ 5,427,834.84
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 479.05	\$ -	\$ 479.05
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 678.35	\$ -	\$ 678.35
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,294.53	\$ -	\$ 11,294.53
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 16.40	\$ -	\$ 16.40
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 9,702.58	\$ -	\$ 9,702.58
TOTAL CASH ON HAND	\$ 5,595,258.85	\$ 9,276,609.33	\$ 5,595,258.85

GENERAL FUND INTEREST RECEIVED 7/01/17 - 8/31/18 \$ 3,046.83

PREPARED BY:


Christine Myers, District Treasurer

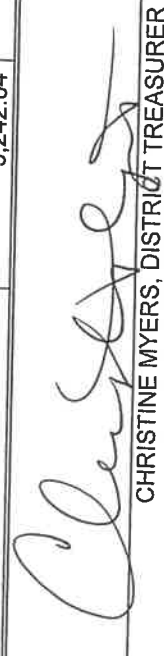
DATED:

9/18/18

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

FOR THE PERIOD 08/01/2018 TO 08/31/2018

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	4,830.67	4,830.67	0.00	4,830.67	0.00	4,830.67
SKILLS USA - MINEVILLE	1,028.09	1,028.09	0.00	1,028.09	0.00	1,028.09
NO. COUNTRY LOGGERS	608.58	608.58	0.00	608.58	0.00	608.58
IMAGE MAKERS	0.00	0.00	0.00	0.00	0.00	0.00
REFLECTIONS	247.30	247.30	0.00	247.30	0.00	247.30
LPN CLASS	1,265.06	1,265.06	0.00	1,265.06	0.00	1,265.06
ANIMAL SCIENCE	553.30	553.30	0.00	553.30	0.00	553.30
RAZOR'S EDGE	699.26	699.26	0.00	699.26	0.00	699.26
PAWS IN TRAINING	0.00	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	9.78	9.78	0.00	9.78	0.00	9.78
TOTAL	9,242.04	9,242.04	0.00	9,242.04	0.00	9,242.04


 CHRISTINE MYERS, DISTRICT TREASURER

9/12/18
 DATE

8/31/2018 Bank Balance \$ 9,249.04
 Add: Deposits in Transit -
 Less: Outstanding Checks \$ (7.00)
 8/31/2018 Balance on Hand \$ 9,242.04

ENC. 9

CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

AGREEMENT made this 14th day of September 2018, by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and Staff Development for Educators, with an office and place of business at Ten Sharon Road, P.O. Box 577, Peterborough, NH 03458, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Climbing the Ladder of Complex Texts-Grades K-2 Workshop on November 6, 2018 and Climbing the Ladder of Complex Texts-Grades 3-8 Workshop on November 7, 2018, as per performance at 14 Area Development Drive, Suite 100, Plattsburgh, NY 12901. The total cost of these workshops will be \$9,000.00, including travel-related expenses. Workbooks/supplies will be purchased separately, if needed. The sessions will begin at 8:30 a.m. and end at 3:00 p.m. Any of these dates may be rearranged or cancelled at the mutual consent of the parties.

Staff Development for Educators is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both parties, the parties hereto agree, by and between themselves as follows:

1. RETAINER: Staff Development for Educators is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed dates.
2. Staff Development for Educators shall perform the SERVICES described above, all such SERVICES being the responsibility of Staff Development for Educators and those in Staff Development for Educator's employ.
3. Staff Development for Educators is free to devote their attention to the SERVICES as they see fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Staff Development for Educators represents and warrants that neither Staff Development for Educators nor any of Staff Development for Educator's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Staff Development for Educators agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references.
6. Staff Development for Educators shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.

7. INSURANCE: Staff Development for Educators agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, or a Hold Harmless Form prior to commencement of SERVICES. Staff Development for Educators acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.
8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Staff Development for Educator's fee shall be all inclusive, and shall be limited to \$9,000.00, including travel-related expenses and paid as follows: BOCES will render payment within 30 days after receipt of Staff Development for Educator's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by Staff Development for Educators to the project.
9. INDEPENDENT CONTRACTOR: Staff Development for Educators is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. PUBLIC RETIREES: Staff Development for Educators agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. RESPONSIBILITY FOR TAXES: BOCES will provide Staff Development for Educators with Internal Revenue Service Form 1099. Staff Development for Educators is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to Staff Development for Educators or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by Staff Development for Educators of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Staff Development for Educators to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Staff Development for Educators.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2018.

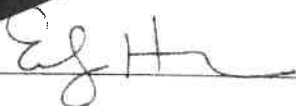
Date: _____

Date: 9/17/18

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

Development for Educators

By: _____

By: 

Mark C. Davey
Superintendent

Staff Development for Educators

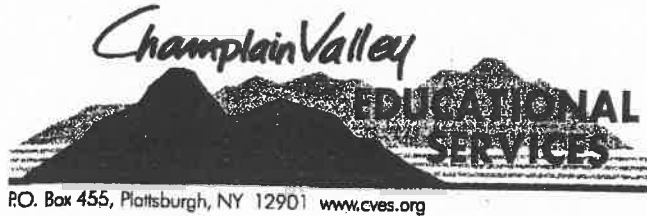
Date: _____

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

By: _____

 Sign Here
Larry Barcomb

Larry Barcomb
CVES Board President



P.O. Box 455, Plattsburgh, NY 12901 www.cves.org

CENTRAL ADMINISTRATION

518-536-7340

District Office FAX 518-562-1471
Business Office FAX 518-561-9382
Human Resource Office FAX 518-324-6612

CVES 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.

INSURANCE AGREEMENT - PROFESSIONAL CONSULTANTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Clinton-Essex-Warren-Washington BOCES/Champlain Valley Educational Services, herein after referred to as "the District" as an unrestricted additional insured on the insured party's insurance policies, with the exception of workers' compensation. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- II. The policy naming the District as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer
 - Contain a 30-day notice of cancellation
 - State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers
 - The District shall be listed as an additional insured by using endorsement CG2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify the District for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the District. The contractor is to provide the districts with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VII. Please forward all certificates of insurance to:
Clinton-Essex-Warren-Washington BOCES
ATTN: Business Office
P.O. Box 455
Plattsburgh, NY 12901

Attachment 1

ENC. 10

Recommend that the Board approve the following Memorandum of Agreement:

Agreement between Clinton-Essex-Warren-Washington BOCES and the North Country Workforce Partnership, Inc. (NCWP) under which NCWP will reimburse BOCES for professional services rendered in connection with the North Country Region Career Pathways II Program (NCRCPP) in an amount not to exceed \$140,000. The period of the agreement is April 1, 2018 through March 31, 2019. (CV-TEC) (attached)

ENC. 11

Recommend that the Board approve the following Rental Lease Agreement:

Agreement between Clinton-Essex-Warren-Washington BOCES and Abele Tractor & Equipment Co., Inc. for the rental of an excavator for use by the Mineville Campus Conservation Program. The duration of the agreement will be from October 2018 through June 2019 with an anticipated total expenditure of \$17,900 (the IDA will pay 50% of the total rental cost as one of the project entails work on the Essex County IDA project at the Moriah Business Park). (CV-TEC) (attached)

ENC. 12

Recommend that the Board approve the following Amendment Agreement:

Amendment to the Agreement between Clinton-Essex-Warren-Washington BOCES and ClearGov, Inc. that was approved at the CVES July 12, 2017 Board meeting. The amendment introduces a new option, ClearGov Budgets, to the product line, and offers the flexibility of enhanced pricing tiers for ClearGov Budgets and ClearGov Insights to BOCES and participating districts. (ISC) (attached)

ENC. 13

Recommend that the Board approved the following Agreement Increase:

4. Increase to the General Staffing Agreement between Clinton-Essex-Warren-Washington BOCES and ETS, Inc. in the amount of \$5,500 for additional hours of clerical support at Management Services. Agreement services will remain in effect until December 1, 2018 with a revised total expenditure not anticipated to exceed \$28,900. (Management Services)

ENC. 14

Recommend that the Board approve the following Agreement for Cafeteria Meals Services:

5. Agreement between Clinton-Essex-Warren-Washington BOCES and Adirondack Community Action Programs, Inc. (ACAP) under which BOCES will provide breakfast and lunch meals to ACAP Head Start students and staff at the Yandon-Dillon Center in Mineville during the 2018-19 school year. ACAP agrees to pay BOCES the following meal prices: \$2.25 for each student breakfast; \$3.45 for each student lunch; \$2.38 for each adult breakfast; \$4.10 for each adult lunch. ACAP will also pay BOCES \$30,000 as their share of the cost for a food service helper position at the Yandon-Dillon cafeteria for the 2018-19 service period. (Management Services) (attached)

ENC. 10

THE NORTH COUNTRY WORKFORCE PARTNERSHIP, INC.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this 12th day of October, 2018, between:

The North Country Workforce Partnership, Inc. hereinafter known as **NCWP**, and the Clinton-Essex-Warren-Washington Board of Educational Services, also known as Champlain Valley Educational Services, hereinafter known as **CVES**, agree as follows:

WITNESSETH:

WHEREAS, The New York State Office of Temporary and Disability Assistance has awarded a **Career Pathways II** contract, hereinafter known as **North Country Region Career Pathways II Program or NCRCPP** program to the North Country Workforce Partnership, Inc.; and

WHEREAS, The aforesaid contract provides that **NCWP** shall provide a **NCRCPP** program to the residents of **CVES** and:

WHEREAS, The **NCWP** desires to enter into an agreement with the **CVES** for the performance of this project; and

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

SCOPE OF WORK:

The North Country Workforce Partnership, Inc. will:

1. Act as fiscal agent for the NCRCPP.
2. Enter into a contract with the Office of Temporary and Disability Assistance, Center for Employment and Economic Supports (OTDA) for the purposes of this project.
3. Prepare and submit all required documentation and vouchers to OTDA.
4. Ensure that Career Center staff are knowledgeable about the NCRCPP including the goals of the program and participant eligibility.
5. Provide regional oversight for all partner agencies.
6. Ensure coordination between the NCRCPP and Workforce Investment Act Title 1 Out-of-School Youth Programs in all 4 counties.
7. Ensure that career pathways are developed in conjunction with regional labor demand lists and reflect the initiatives of the Regional Economic Development Council
8. Develop regional trainings/pathways in in-demand occupations.
9. Identify additional career pathways to be developed by using current local and regional labor market information.
10. Assist NCRCPP participants in accessing post-secondary education and training including financial aid assistance.

CVES will:

1. Provide at least sixty (60) hours of instruction to eligible NCRCPP participants in literacy, numeracy, TASC® preparation, Job Readiness Training and Job Skills Training as detailed in the NCRCPP proposal.
2. Assist students in the development of an Education and Career Plan.
3. Assist participants in obtaining educational gains and credentials (e.g. New York State High School Equivalency Diploma, CNA certification, etc.).
4. Verify participant eligibility.
5. Assist participants in job search activities that lead to obtaining & retaining employment.
6. Provide case management services to NCRCPP participants.
7. Assist NCRCPP participants in the navigation of the Clinton & Essex County Career Centers.
8. Provide appropriate activities to NCRCPP participants in order to meet public assistance requirements.
9. Provide documentation to NCWP as per NCRCPP milestone criteria prior to request for vouchering.
10. Complete quarterly MWBE reporting and submit to NCWP by the 5th day following each quarter.
11. Complete monthly participation reports and submit to NCWP by the 8th day of the following month.
12. Remit payment totaling \$2,500 for administrative and support staff functions including documenting, tracking, auditing activities to support the NCRCPP.

TERM:

The term of this agreement is for the period April 1st, 2018 through March 31st, 2019 unless earlier terminated under the provisions of this agreement. Job retention milestones may be vouchered until July 31st, 2019 for participants obtaining employment prior to March 31st, 2019.

COMPENSATION AND MAXIMUM COST:

In full and complete consideration of CVES's satisfactory performance under this agreement the NCWP will make payment to CVES for allowable costs incurred in accordance with the terms of this agreement up to **\$140,000.00**. This amount includes the **\$50,000.00** amount stated in the aforementioned original agreement dated 5/11/18. Should additional funding become available, this amount may be re-negotiated by both parties.

Should FEH BOCES, Saint Lawrence-Lewis BOCES or Clinton-Essex-Warren-Washington BOCES not achieve maximum milestones for their respective Memorandum Agreements, the remaining money may be reallocated to the remaining agency/agencies.

NCWP shall maintain appropriate and complete accounts, records, documents and other evidence showing and supporting all costs incurred under this agreement.

PAYMENT:

CVES will submit a detailed invoice to NCWP at the following address:

**NCWP
194 US Oval
Plattsburgh, NY 12903**

Such invoices will be submitted quarterly but must be received by NCWP prior to the last day of each quarter:

- A) Promptly after receipt of an invoice, NCWP shall, subject to the provision hereof, make payment thereon as requested by CVES.
- B) Payment is contingent upon the NCWP receipt of funds from the New York State Office of Temporary and Disability Assistance.

TERMINATION:

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

LIABILITY TO THIRD PARTIES:

The parties hereto shall indemnify and hold harmless each other from all damages, claims, or liabilities to persons or property, including counsel fees and the costs and expenses to defend any legal action cause by their negligent, reckless and/or intentional acts.

CVES status under this Agreement shall be that of an independent contractor and not that of any agent or employee. CVES warrants and represents that it has complied with all federal, state and local laws that are required for it to perform the services set forth in this Agreement.

NCWP will not withhold or pay on behalf of CVES or any of its employees: (a) federal and local income taxes, or (b) any other payroll tax of any kind. In accordance with the terms of this Agreement neither CVES nor any of its agents or employees shall be treated as an employee of NCWP with respect to the services provided in this Agreement.

CVES has no authority to enter into contracts or agreements on behalf of NCWP. This Agreement does not create a partnership between the parties.

No change, modification, or waiver of any term of this agreement shall be valid unless it is in writing signed by both NCWP and CVES.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understanding between NCWP and CVES.

IN WITNESS WHEREOF, this Agreement has been duly executed.

North Country Workforce Partnership, Inc.

Signature and Title

Date

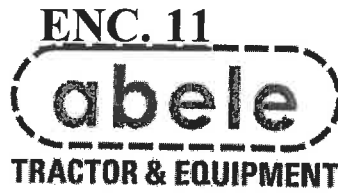
9/13/18

Clinton-Essex-Washington-Warren BOCES also known as C...ry Educational Services

Signature and Title

Date

ABELE TRACTOR & EQUIPMENT CO., INC.
 72 Everett Road • Albany, NY 12205-1499
 (518) 438-4444 • Fax (518) 438-5751
 ID #14-1454171 • DMV Facility #7001863
 www.abeletractor.com



Ship To: CLINTON, ESSEX, WARREN
 STEPHANIE TROMBLY
 OFF CTY 7
 MINEVILLE, NY
 JOB SITE: MINEVILLE

Invoice To: CLINTON, ESSEX, WARREN
 & WASHINGTON BOCES
 1585 MILITARY TURNPIKE
 PLATTSBURGH NY 12901

Branch 01 - ALBANY		
Date 09/27/2018	Time 13:15:55 (O)	Page 1
Account No. BOCES006	Phone No. 5185610100	Invoice No.
Ship Via	Purchase Order	
		Salesperson 416 / 311

RENTAL CONTRACT

Description

C O N T R A C T #: 012273

THANK YOU FOR YOUR BUSINESS
 YOUR ASSISTANT TODAY WAS DAN RICHARDS

SY SY135C 30424# EXCAVATOR
 Stock #: 16868022 Serial #: SY0135BGD0768
 Date Out: 10/01/2018 08:00
 Machine hours out: 415
 Rates: 395.00/DAY 1185.00/WEEK 2850.00/MONTH
 O/T Rates Per HR: 49.38/DAY 29.63/WEEK 22.22/MONTH

DELIVERED BY _____ DELIVERED ON CV# _____ HRS _____

CANCEL DATE _____ CANCELLED BY _____ CANCEL TIME _____ MESSAGE TAKEN _____

By and Between **ABELE TRACTOR & EQUIPMENT CO., INC.** 72 Everett Road, Albany, N.Y., 12205, owner of the equipment mentioned herein and hereinafter called **Lessor** and the above named hereinafter called **Lessee**. WITNESSETH: That in consideration of the payments and rentals hereinafter provided for, and of the terms and conditions hereof, the Lessor hereby agrees to lease and does lease to the Lessee, and the Lessee hereby agrees to lease from the Lessor, the above described equipment. FUEL: Equipment is checked out with fuel tanks filled and are expected to be full upon return. If fuel tank(s) are not returned full, Lessee will be billed for fuel needed to refill them. This rental is subject to the standard Rental Terms attached hereto and incorporated herewith. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL OF IT. Signing a copy of this rental agreement indicates that you have read all of the terms and are agreeing to them. By your signature, you are acknowledging receipt of a true copy of this contract and the standard rental terms.

PRINT NAME: _____

CUSTOMER SIGNATURE: _____



- LOCATION:** The equipment is being leased for use in the location specified on the reverse side and the equipment is not to be moved to any other location without written consent of the Lessor.
- DELIVERY:** Rental Charge is to start at time of departure from the Lessor's place of business and to continue until cancellation of this contract is formally terminated and the equipment returned to the Lessor's place of business as provided herein.
- RATE BASIS:** Rate based on customer providing competent equipment operator and insurance as noted in paragraph #4.
- INSURANCE:** The Lessee certifies to the Lessor that he has and will continue to maintain adequate insurance covering all liabilities assumed by the Lessee during the term of this rental lease contract and in accordance with conditions stated in paragraphs 10 and 11 in this agreement. To provide required insurance coverage, Lessee should instruct his insurance agent to issue a certificate of insurance for a minimum of \$250,000/\$500,000 Bodily Injury and \$100,000 Property Damage showing endorsement with ABLE TRACTOR & EQUIPMENT CO., INC. as ADDITIONAL INSURED. Also, Lessee should request FIRE, THEFT, VANDALISM and EXTENDED COVERAGE Insurance in an amount up to the value of the equipment rented naming ABLE TRACTOR & EQUIPMENT CO., INC. as ADDITIONAL LOSS PAYEE. Absence of a certificate of insurance will make necessary a minimum 6% surcharge which will be added to the standard rental rates. This surcharge will be used to offset additional charges from Lessor's insurance company and will not purchase any form of insurance for the Lessee.

Insurance Certificate is on file	No	Yes	Expiration Date:
Request for Certificate In Process	No	Yes	
Apply Insurance Surcharge	No	Yes	

- DEPOSIT:** On Cash Sales a security/damage deposit is required in the amount of \$_____ This is a deposit against damage and misuse of equipment which is to be returned to Lessee upon completion providing the equipment is in first-class second-hand condition with reasonable allowance for actual wear. This deposit is also to guarantee performance of the contract by the Lessee. In the event the Lessee fails to make rental payments when due, the leased equipment may be picked up by the Lessor and all or part of the deposit will be forfeited by the Lessee to the extent of losses and expenses encountered by the Lessor.

6. PAYMENT TERMS, CREDIT AGREEMENT & OTHER CONDITIONS OF SALE:

CASH SALE: Net Payment due upon receipt of invoice. Subject to credit sale terms if not paid. Rent and Deposit to be paid in Advance of Rental Period with Cash or Certified Check.

CREDIT SALE: The undersigned hereby agrees to all of the terms and conditions set forth in Abele's current Credit Agreement, Lease Agreement and Service Order documents as well as the following terms and conditions. Credit purchases of PARTS and SERVICE are due 10 days after date of invoice. Minimum charges -- \$5.00 OF PARTS invoices and \$10.00 labor for service invoices. There is no return allowed for electrical parts. Other parts for return, if returnable, are subject to a 20% restocking charge. Credit purchases of EQUIPMENT and RENTALS OF EQUIPMENT are due 10 days after date of invoice. The undersigned agrees to pay 2% per month Finance Charge for Corporate accounts or 1.333% per month Finance Charge for Corporate accounts not paid within 10 days of the date of invoice including but not limited to attorney's fees, court costs, expenses and disbursements. Partial payments will be applied first to Finance Charges and collection costs, then to principal. The undersigned individual hereby personally and unconditionally guarantees payment of this invoice.

- TRANSPORTATION AND LOADING OF EQUIPMENT:** If the equipment is to be delivered and/or picked up by the Lessor, the cost of such transportation is to be borne by the Lessee unless otherwise noted. The equipment is not to be towed on the highway unless written permission is obtained from the Lessor. The Lessee or his agent will be solely responsible for the safe loading and transportation of the Lessor's equipment even though the Lessor may have assisted in the loading. Checking the load height for bridge clearance and load width, weight, etc., to conform with Motor Vehicle Law is the sole responsibility of the Lessee or his agent.

- CANCELLATION AND RETURN OF EQUIPMENT:** On the completion of use, Lessee agrees to notify the Lessor and to return the equipment to the Lessor's place of business in Albany, N.Y., all transportation charges prepaid, in first-class second-hand condition with allowance for normal wear. If the Lessee elects to have the Lessor pick up the equipment, the Lessor is to be notified of such intent. If the equipment is not picked up within 24 hours of such notice it will be the responsibility of the Lessee to re-notify the Lessor that the equipment is ready for pick-up. It is the Lessee's responsibility to notify and in fact see that the equipment is returned. The only acceptable notice if equipment is not picked up within 48 hours is a registered letter received by the Lessor within three days of original notice by Lessee to pick up the equipment.

- LIABILITY:** Lessee shall be liable for any and all injuries and damages to persons and/or property resulting from the use, possession, transportation and/or operation of the equipment leased hereunder. Lessee shall indemnify and hold Lessor harmless from any and all liability, injuries, damages, costs, disbursements and attorney's fees that it may incur by reason of Lessee's use, possession, transportation, and/or operation of said equipment. Lessee shall upon Lessor's demand assume at Lessor's sole cost and expense the defense of Lessor in any legal proceedings brought against Lessor as a result of Lessee's use, possession, transportation and/or operation of said equipment. Lessee's failure to obtain insurance shall not relieve Lessee of any of its obligations hereunder, whatsoever.

- DAMAGE TO THE EQUIPMENT:** Lessee shall be responsible for loss or damage to the equipment arising from any cause whatsoever and including, but not limited to fire, theft, flood, vandalism, unsafe transportation of the equipment, improper use of the equipment such as use of the equipment on a hill so steep that the equipment is not properly lubricated and premature wear occurs. These damages are to be repaired at the Lessee's expense.

- INSTRUCTION:** Lessee acknowledges receiving instruction in the proper operation and usage of the equipment being leased. Furthermore, Lessee certifies that he has observed the placement and purpose of the warning labels on the equipment being leased and that he has been furnished with instruction and/or operators manuals and that he and his equipment operators will read and fully understand these labels and/or manuals before operating the equipment and that they will operate the equipment accordingly.

- CONDITION AND CARE OF THE EQUIPMENT:** The Lessor shall use reasonable care to see that the leased equipment is in proper working condition before delivery to lessee. The Lessee accepts the machine as being in good mechanical condition capable of safe operation and agrees to return it to the Lessor's place of business in the same condition with reasonable allowance for normal wear. The Lessor may inspect the equipment at any time.

Damages to the leased equipment are the responsibility of the Lessee from the time of acceptance by Lessee until the time Lessor acknowledges return receipt. Damages due to adverse weather conditions are the liability of the Lessee. It is expected that equipment will be returned from rental as clean as it was when checked out and any cleaning required by Lessor will be paid for by the Lessee. Equipment worked in hazardous waste or toxic chemicals must be cleaned at the expense of the Lessor before being returned from rental.

The Lessee shall bear the expense of all fuel, lubrication, filters and wear items (for example: worn, blades, cutting edges, brooms, breaker tools, drill bits, etc.) and keep the leased equipment properly lubricated and maintained at all times and when returned to Lessor to be complete with all tool, instruction manuals and accessories which were with the equipment when delivered to Lessee. Lost, damaged or excessively worn items shall be paid for by the lessee.

The Lessee shall check all oil levels regularly and perform all periodic lubrication including oil and filter changes as required by the equipment labels, operators manuals, operating conditions and industry standards. Under severe operating conditions the Lessee agrees to service the air cleaner several times daily and change the crankcase oil as needed and exercise any other precautions necessary to prevent premature wear to any parts of the equipment. If there is premature wear to any part of the machine due to extreme abrasive conditions, it is to be repaired at the Lessee's expense.

Lessee is responsible for making periodic adjustments and minor repairs necessary for the safe and proper operation of the leased equipment such as cable adjustment for parking brakes, clutch adjustment, etc. Lessee may also do minor repairs provided that the work is done by a qualified person and that the repair does not compromise any of the safety features of the machine or result in further damage to the machine. No repairs other than adjustments and minor repairs shall be made to the leased equipment by anyone other than the Lessor unless permission is granted to the contrary by the Lessor. Lessor agrees to service the equipment promptly after being notified of need for repairs.

Lessor assumes no obligation whatsoever to Lessee for time lost or penalty suffered by Lessee while equipment is inoperable for any reason and no deductions are to be made from rental payments.

- USE:** The Lessee agrees to use the equipment within its capacity as defined by the manufacturer and for the purpose for which it was intended. Lessee agrees that the equipment shall be used solely in the conduct of Lessee's business and within Lessee's possession and under its control, that said equipment is to be used solely by the Lessee or his employees and for the purpose for which it was intended, that said EQUIPMENT WILL BE OPERATED ONLY BY COMPETENT OPERATORS AND SHALL NOT BE USED BEYOND ITS NORMAL CAPACITY.

IF THE LESSEE DOES NOT KNOW HOW TO OPERATE THE EQUIPMENT BEING LEASED IT IS HIS RESPONSIBILITY TO ASK THE LESSOR FOR INSTRUCTIONS. OTHERWISE IT IS ASSUMED THE LESSEE IS COMPETENT AND KNOWLEDGEABLE ABOUT THE SAFE EFFECTIVE OPERATION OF THE EQUIPMENT BEING LEASED.

WHEN EQUIPMENT IS NOT IN USE, IT WILL BE KEPT IN A PROTECTED AREA.

- SAFETY DEVICES & OSHA:** It is the intent of the Lessor to supply equipment that meets applicable OSHA and industry safety standards. If upon receipt of equipment Lessee finds that safety devices are missing or damaged, it is to be considered an oversight and correction will be made upon notification. Equipment covered by this agreement may not be operated with guards or other safety devices removed unless a variance has been granted by the equipment manufacturer and/or OSHA. It is the Lessee's responsibility to know and make provision for specialized safety devices that will be required for particular work site situations.

- UTILITY AND HIGHWAY PERMITS:** It is the responsibility of the Lessee to ensure the necessary information regarding the location of the telephone, power, sewer, water and any other utility equipment and to secure a permit if one is necessary to work in the vicinity of this utility. If damage is done to any utility the cost is to be paid by the Lessee. If this equipment is to be used on or near the highway, the Lessee is to obtain a permit or license from the town, city, county or state as the case may be.

- ASSESSMENT OF TAXES:** Lessee agrees to report and pay to the appropriate taxing authority any and all taxes (including penalty and interest, if any) assessed against the equipment or the ownership, purchase, rental or use thereof, and to reimburse lessor upon receipt of written request for any taxes assessed against Lessor by reason of ownership, purchase, rental or use of said Equipment.

- ASSIGNMENT:** The Lessee shall have no right to sub-lease said equipment and the equipment is to be used solely by the Lessee and kept within the Lessee's possession and under Lessee's control unless there is prior written consent given by the Lessor.

The Lessor has the right of assignment and in the event the Lessor assigns this lease and/or all rents due to become due thereunder, Lessee agrees to settle all claims now or hereafter arising out of the lease of property covered hereby directly with Lessor, and will not set up any such claim against the Lessor's assignee as a defense, counterclaim, set-off, cross complaint or otherwise, to any action brought by any assignee of this lease to recover any part of the rent or possession of any leased property.

- CANCELLATION BY LESSOR:** The Lessor reserves the right to cancel this contract at any time it may consider it necessary to protect its property from damage or illegal seizure.

- DEFAULT OF CONTRACT:** Should Lessee default in the performance of this lease, Lessor may without notice or legal process enter upon the property where the machine may be located take possession and remove the same without liability for any resultant work stoppage, claim for any other incidental damage resulting therefrom, or damage to said machinery resulting from its removal and transportation to Lessor's premises. If the Lessee shall fail to make any payment provided for in this lease, or if Lessee breaches any of the terms and conditions of the lease, the rent for the entire unexpired lease period shall become immediately due and payable at the option of the Lessor or its assigns and the Lessor or its assigns may retake possession of any leased property. Should it become necessary for Lessor to resort to legal process to take possession of the machine or collect monies due on this lease, Lessee shall be liable for the expenses of such retaking and all legal expenses and any reasonable attorney's fees.

- TITLE:** Title to the equipment shall at all times be vested in the Lessor unless transferred to the Lessee through sale. The Lessee shall give the Lessor immediate notice in case any equipment is levied upon, or from any cause becomes liable to seizure.

- PURCHASE OPTION AND SECURITY INTEREST:** This contract contains no purchase option for the equipment being leased herein. A purchase option, if any is available only by mutual agreement of buyer and seller in writing on a separate Abele Tractor PURCHASE OPTION document. Should a purchase agreement develop, Lessee agrees and understands that Abele Tractor & Equipment Co., Inc. has a SECURITY INTEREST IN ALL EQUIPMENT THAT Lessee may purchase from Lessor until the full purchase price thereof is paid.

- This agreement shall be considered as having been made in the state of New York and the parties hereby consent to the jurisdiction of the courts in the state of New York. This agreement is to be construed according to the laws of that state.

- MERGER AND ORAL REPRESENTATIONS:** This agreement is the entire agreement of the parties hereto. There is no prior oral or written representations, promises or warranties, except as set forth herein. Any modifications to this agreement by the customer are ineffective unless specifically accepted in writing by an authorized representative of the Lessor. This entire agreement supersedes any special terms and conditions relative to the leased equipment that may exist on any separate Lessee/customer purchase order.

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: October 15, 2009
TO: Dr. Barry W. Mack, Director – CV TEC
FROM: Joseph Lavorando, Esq.
RE: Proposed ABELE Tractor Lease Terms
CC: Craig L. King, District Superintendent
Diane Leavine, Assistant to Dr. Mack

This will confirm my receipt, review and approval of the proposed Abele tractor lease terms.

Please note that Section 12. recites that the "Lessee accepts the machine as being in good mechanical condition capable of safe operation...". It is therefore recommended that the signed agreement not be delivered to the Lessor until CEWW BOCES personnel have had the opportunity to inspect the mechanical condition of the tractor.

Please note that my approval of the above-referenced document presumes 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.

10/2/18 Same Agreement used in previous years, Attorney approved as per this memo. *JK*



As of the Amendment Date set forth below, this amendment agreement (the "Amendment") amends the ClearGov Service Agreement dated July 12, 2017 (the "Original Agreement") between ClearGov, Inc. ("ClearGov"), with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and Clinton-Essex-Warren-Washington BOCES ("CVES"), with its principal offices at PO Box 455; Plattsburgh, NY 12901 (each a "Party" and collectively the "Parties").

Amendment Terms:

- **New Product:** ClearGov has launched a new product – ClearGov Budgets – which shall be incorporated into the Original Agreement in accordance with the terms and conditions set forth therein.
- **Updated Rate Card:** The following rate card represents the pricing tiers for both the ClearGov Insights and ClearGov Budgets product, along with bundled pricing options, as follows:

ClearGov School District Rate Card						
Tier	School District Enrollment Range		Insights (Annually)	Budgets (Annually)	Bundle (Annually)	Setup Fee (One Time)
Micro	0	1,000	\$3,500	\$5,500	\$6,500	\$1,200
Small	1,001	3,000	\$5,500	\$7,500	\$9,500	\$1,200
Medium	3,001	7,000	\$7,500	\$10,000	\$12,500	\$1,200
Large	7,001	15,000	\$10,000	\$15,000	\$18,000	\$1,200
Macro	15,001	25,000	\$20,000	\$30,000	\$35,000	\$1,200

- **Original Agreement.** Except as provided herein, all terms and conditions of the Original Agreement shall remain in full force and effect as set forth therein and all of the terms and conditions of the Original Agreement shall apply to the subject matter of this Amendment. In the event of any inconsistency or ambiguity between the provisions of the Original Agreement and those of this Amendment, the provisions of this Amendment will prevail.
- **Term.** This Amendment will continue in force for the remainder of the Term of the Original Agreement and will automatically terminate upon termination of the Original Agreement.
- **Defined Terms.** All capitalized terms used herein and not otherwise defined herein will have the definitions assigned to them in the Original Agreement.

Acceptance: The person signing this Amendment on behalf of CVES hereby confirms that he/she has been duly authorized by CVES to execute this Amendment and legally commit CVES to the terms defined herein.

Clinton-Essex-Warren-Washington BOCES

Bothgov, Inc.

DS Signature: _____

Signature: _____

Name: _____

Name: Bryan A. Burdick

Title: _____

Title: President

Date: _____ (the "Amendment Date")

Date: _____

BOCES Representative

Signature: _____

Name: _____

Title: _____

Date: _____

This ClearGov Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 239 South St., 2nd Floor; Hopkinton, MA 01748 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Insights Platform ("**CIP**") as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**").

WHEREAS, ClearGov owns and operates the CIP, a Web-based service that conveys public entity finances and key metrics in an easy-to-understand, infographic-style format; and

WHEREAS, Customer wishes to utilize the ClearGov Service in order to convey financial data, key metrics and other information to the public;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
 - 1.1) "**Account**" means a registered user access point for the Service.
 - 1.2) "**ClearGov API**" means an application programming interface that provides access to the ClearGov Widgets.
 - 1.3) "**ClearGov Apps**" means a Web application available via the ClearGov Web Site that utilizes ClearGov Data to provide analytics and benchmarking services for comparison of municipal entities.
 - 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the creation of profiles and/or the provision of the Service.
 - 1.5) "**ClearGov Profile**" means the proprietary ClearGov infographic profile utilized as a template for the Customer Profile, including but not limited to the design, look and feel, functionality, etc. of such template.
 - 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
 - 1.7) "**ClearGov Widget**" means a graphical element that displays ClearGov Data and may be accessed via the ClearGov API.
 - 1.8) "**Customer Data**" means any data provided directly to ClearGov by Customer by or on behalf of Customer pursuant to this Agreement. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.
 - 1.9) "**Customer Profile**" means a customized version of the ClearGov Profile that incorporates public financial data and other key public metrics that are specifically relevant to Customer.
 - 1.10) "**Customer Site(s)**" means any Web site owned and operated by Customer.
 - 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the Service, including any documentation available online or otherwise.
 - 1.12) "**Report**" means the resulting analysis shown via the ClearGov Apps for an individual Account. Each Report is considered a material part of the ClearGov Apps.
 - 1.13) "**Service**" means the complete CIP including but not limited to the ClearGov API, ClearGov Apps, the ClearGov Data, the

ClearGov Profile, the ClearGov Web Site, the ClearGov Widget, the Documentation, the Reports and the Software.

- 1.14) "**Software**" means the source code other code which are material parts of the Service.

2) **Service Usage & Licenses.**

- 2.1) **Account Password and Security.** Customer shall protect its passwords and take full responsibility for Customer's own as well as any third party use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Service under Customer password in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) **ClearGov License.** Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the Service for the following functionality:
 - a) **Profile Delivery.** Customer may integrate and publish the Customer Profile within one or more Customer Sites.
 - b) **Apps Access.** Customer may access the ClearGov Apps via Customer's Account to create and review Reports.
 - c) **API Access.** Customer may access ClearGov Widgets via the ClearGov API and may distribute such ClearGov Widgets via one or more Customer Sites.

3) **Term and Termination.**

- 3.1) **Term.** This Agreement shall commence upon the Order Date set forth on the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) **Termination.** This Agreement and/or any applicable ClearGov Service Order may be terminated as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.
 - b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- 3.3) **Obligations.** Upon expiration or termination of this Agreement:
 - a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
 - b) Customer shall cease use of the Service and shall remove all links from the Customer Site(s) to the Customer Profile and/or ClearGov Widgets.
 - c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees;
- 3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) **Fees and Billing.**

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one half percent (1.5%) per month, or the maximum amount

allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

- 4.3) Taxes. Customer is solely responsible for all sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order.

5) **Intellectual Property.**

5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2) Data Ownership and License. Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty free right to 1) use, copy, modify, display the Customer Data for the purpose of providing the Service; 2) use, copy, display, distribute, publish, modify and/or otherwise utilize the Customer Data for ClearGov's normal business purposes.

5.3) Proprietary Rights Notice. The Service and all intellectual property rights in the Service are, and shall remain, the property of ClearGov. All rights in and to the Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Profile, ClearGov Web Site, ClearGov Widget, Documentation, Reports and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, distribute, or use the Service outside of the scope of the license granted herein; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the Service or otherwise attempt to discover any source code or trade secrets related to the Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service. If the use of the Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the Service, will be

subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) **Representations, Warranties, Indemnification and Liability.**

6.1) By ClearGov. ClearGov represents and warrants that: (i) the Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) the Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the Service and all components thereof provided to Customer under this Agreement.

6.2) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms; and (iii) entering into this Agreement will not violate any laws, regulations or third party contracts.

6.3) Indemnification.

a) By Customer. At Customer's cost, Customer agrees to indemnify, hold harmless and defend ClearGov against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury arising out of or relating to (i) Customer's breach of any term or condition of this Agreement, or (ii) Customer's violations of applicable laws, rules or regulations in connection with the Service. In such a case, ClearGov will provide Customer with written notice of such claim, suit or action. ClearGov shall cooperate as fully as reasonably required in the defense of any claim. ClearGov reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Customer. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to ClearGov, Customer shall not settle any claim, action or demand without the written consent of ClearGov, such consent not to be unreasonably withheld.

b) By ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury arising out of or relating to (i) ClearGov's breach of any term or condition of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the Service. In such a case, Customer will provide ClearGov with written notice of such claim, suit or action. Customer shall cooperate as fully as reasonably required in the defense of any claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any claim, action or demand without the written consent of Customer, such consent not to be unreasonably withheld.

6.4) Disclaimer. THE SERVICE, ITS USE AND THE RESULTS OF SUCH USE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CLEARGOV PROVIDES NO WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS,

EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6.

- 6.5) **Limitation of Liability.** NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.3; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; OR (D) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE OR ITS LIABILITY FOR FRAUD.
- 6.6) **Essential Element.** The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.
- 7) **Confidentiality.**
- 7.1) Each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "Confidential Information" shall not include information which is or becomes generally available to the public without breach of this Agreement, is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, becomes available from a third party not in breach of any obligations of confidentiality, is independently developed by the Receiving Party, or is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.
- 8) **Miscellaneous.**
- 8.1) **General.** If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) **Entire Agreement.** This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) **Assignment.** Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) **Marketing Materials.** Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the Creative and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) **Insurance.** ClearGov shall maintain commercial general liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) **Jurisdiction.** This Agreement shall be governed by the applicable laws of the state of New York, without regard to its conflict of laws rules. Any court proceeding commenced to enforce any term of this Agreement shall be brought either in the Federal District Court of Northern New York, or a court of competent jurisdiction situate in Clinton County, New York.
- 8.7) **Attorney Fees.** If either Party brings an action to enforce its rights under this Agreement, the prevailing Party may recover all reasonable costs (including reasonable attorney's fees) in connection with the action and any appeal from the losing Party.

- 8.8) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier

company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or email receipt or fax confirmation.

- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

Clinton-Essex-Warren-Washington BOCES
 DS Signature: [Signature]
 Name: Dr. Mark Dorody
 Title: Distict Superintendent

ClearGov, Inc.
 Signature: [Signature]
 Name: BREAN A. BURDICK
 Title: PRESIDENT

BOCES Representative
 Signature: [Signature]
 Name: Larry Borcomb
 Title: CVES Board President
July 12, 2017

ENC. 14

AGREEMENT FOR CAFETERIA MEALS SERVICES

AGREEMENT by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Education Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and ACAP, Inc., 7572 Court Street, Suite 2, PO Box 848, Elizabethtown, New York 12932 (hereinafter the "Service Provider"). This agreement is entered into for the purpose of having CVES provide Cafeteria Meal Services for preschool students attending BOCES at the Yandon-Dillon Campus, 3092 Plank Rd, Mineville, NY 12956.

1. BOCES agrees to provide staffing and supplies required to serve ACAP student and adult meals at the Yandon-Dillon campus in Mineville during the 2018-19 school year effective 9/1/18. On a monthly basis, ACAP will be invoiced per meal served according to the following pricing.

Student meal prices are as follows:

Breakfast	\$2.25 per meal
Lunch	\$3.45 per meal

Adult meal prices are as follows:

Breakfast	\$2.38 per meal
Lunch	\$4.10 per meal

2. In addition to the invoice for meals, ACAP agrees to share the cost of the food service helper position in the Yandon-Dillon cafeteria. ACAP's share of the cost is \$30,000 for the 2018-2019 school year. The fee will be paid monthly in 10 equal installments of \$3,000. Final Payment for 2018-2019 is due by June 21, 2019.
3. BOCES will maintain ownership of all original equipment and cooking/serving utensils used in food service operations. BOCES will also be responsible for all costs associated with the maintenance and upkeep of said equipment and cooking/serving utensils.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2018.

Date: _____

Date: _____

Clinton-Essex-Warren-Washington
Board of Cooperative Educational Services, Inc

By: _____
(Larry Barcomb/Board President)

By: _____

By: _____
(Mark C. Davey, Ed.D/District Superintendent)

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: October 1, 2018

TO: Stephanie Trombly, Purchasing Agent

FROM: Joseph Lavorando, Esq.

RE: Proposed Agreement For Cafeteria Meals Services Between CEWW
BOCES and ACAP, Inc. – Mineville Campus, 2018-2019 School Year

CC: Dr. Mark Davey, District Superintendent
Larry Barcomb, Board President

This will confirm my receipt, review and approval of the proposed agreement to provide cafeteria meal services for preschool students at the Mineville Campus during the 2018-2019 school year.

ENC. 15

Recommend that the Board approve the following Snow Removal and Sanding Services Agreement Renewals:

1. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and Provost Trucking and Blacktopping to provide snow removal and sanding services at the Plattsburgh Campus and at the Plattsburgh Satellite Campus for the period of November 1, 2018 through April 30, 2019 at a current estimated cost of \$58,000 (Management Services) (attached)
2. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and Tony Fernandez, LLC to provide snow removal and sanding services at the Mineville Campus for the period of November 1, 2018 through April 30, 2019 at a current estimated cost of \$7,500 (Management Services) (attached)

ENC. 16

Recommend that the Board approve the following:

1. Based on the estimated 2018-19 contribution rates for the NYS and Local Employees Retirement System (ERS), the Retirement Contribution Reserve (RCR) will be utilized for the payment/accrual of current year ERS obligations in an amount equal only to the 2017-2018 and 2018-2019 accrued interest on the reserve. The RCR shall be maintained at an amount not to exceed \$1,500,000 as of June 30, 2019.

ENC. 17

Committees

February 14, 2018 Audit Committee Meeting Highlights (informational) (attached)

ENC. 18

Recommend that the Board accept the following letters of Resignations:

1. Tammy Harrigan, Teacher Aide/Student Aide, effective 9/29/2018
2. Mindy Rabideau, Teacher Aide/Student Aide, effective 9/16/2018

ENC. 19

Recommend that the Board appoint the following person to a Four-Year Probationary Appointment as follows:

1. Name: William Fish
Tenure Area: Special Education
Position: Special Education Teacher
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Childhood Education (1-6) Initial issued 9/18/2018
Annual Base Salary: \$43, 645

ENC. 19 CONTINUED

2. Name: Aubrin Breyette
Tenure Area: Special Education
Position: Special Education Teacher
Effective Date: October 11, 2018
Tentative Tenure Date: October 11, 2022
Certification Status: Early Childhood Education (B-2), Childhood Education (1-6), SWD (B-2), (1-6) & (7-12), Professional
Annual Base Salary: \$43, 645
Prorated Salary \$37,752.92

3. Name: Jason Washington
Position: Teaching Assistant
Effective Date: October 11, 2018
Tentative Tenure Date: October 11, 2022
Certification Status: Teaching Assistant Level 3
Annual Base Salary: \$20,841
Prorated Salary \$18,027.46

(The Expiration date for the above appointments are tentative and conditional only. Except to the extent required by the applicable provisions of Section 3012 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3012-c and/or 3012d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time).

ENC. 20

Recommend that Board rescind the following motion:

Rescind the motion that was approved at the September 12, 2018 Board meeting, whereby the Board approved the probationary appointment of Andrea Martino-Mott, Coordinator.

ENC. 21

Recommend that the Board appoint the following person(s) to a Civil Service Provisional Appointment as follows:

1. Name: Andrea Martino-Mott
Position: Coordinator (Autism) 80% (replacement)
Effective Date: September 13, 2018
License Status: Licensed Behavior Analyst
Annual Base Salary: \$55,176.31
Prorated Salary: \$35,143.07
Experience: SUNY 2011-present

(EFFECTIVE PERMANENT DATE TO BE DETERMINED UPON SUCCESSFUL COMPLETION OF CIVIL SERVICE EXAM)

RENEWAL OF INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

WHEREAS, the Clinton-Essex-Warren-Washington County Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York, 12901 ("BOCES") and Tony Fernandez, LLC, with its principal place of business at 195 Fisk Road, Moriah, NY entered into an INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT dated the 8th day of October 2014 for Snow Removal and Sanding Services, hereinafter "SERVICES," for the period of November 1, 2014 through April 30, 2015; and

WHEREAS, under the terms of the Agreement, the BOCES and Tony Fernandez, LLC may agree to extend the term of the Contract on an annual basis for a one-year period, not to exceed four (4) renewal periods;

NOW THEREFORE, the parties agree as follows:

1. BOCES and Tony Fernandez, LLC shall extend the term of the INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT for SERVICES dated November 1, 2014 through April 30, 2015 for the additional period of November 1, 2018 through April 30, 2019; and
2. All of the other terms and conditions of the INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT dated the 8th day of October 2014 including ATTACHMENT(S) shall remain the same and in full force and effect during the new term described above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

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

Tony Fernandez, LLC

By: _____
Larry Barcomb
Board President

By: Tony Fernandez
Tony Fernandez

By: _____
Mark C. Davey
District Superintendent

Date: 10/3/18

Date: _____

**Tony Fernandez LLC
Snow Removal and Sanding Services 2018-2019**

Service Prices from 11/1/18 through 4/30/19:

MINEVILLE CAMPUS		
Service Type:		Price:
Snow plowing and sanding per occurrence when snow accumulation is less than 4":		\$288.00
Snow plowing and sanding per occurrence when snow accumulation is more than 4":		\$420.00
Trip Charge for Full Lot Sanding:		\$300.00
Trip Charge for Spot Sanding Services:		\$175.00

RENEWAL OF INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

WHEREAS, the Clinton-Essex-Warren-Washington County Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York, 12901 ("BOCES") and Provost Trucking and Blacktopping, with its principal place of business at 678 General LeRoy Manor Road, Morrisonville, NY entered into an INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT dated the 8th day of October 2014 for Snow Removal and Sanding Services, hereinafter "SERVICES," for the period of November 1, 2014 through April 30, 2015; and

WHEREAS, under the terms of the Agreement, the BOCES and Provost Trucking and Blacktopping may agree to extend the term of the Contract on an annual basis for a one-year period, not to exceed four (4) renewal periods;

NOW THEREFORE, the parties agree as follows:

1. BOCES and Provost Trucking and Blacktopping shall extend the term of the INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT for SERVICES dated November 1, 2014 through April 30, 2015 for the additional period of November 1, 2018 through April 30, 2019; and
2. All of the other terms and conditions of the INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT dated the 8th day of October 2014 including ATTACHMENT(S) shall remain the same and in full force and effect during the new term described above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

Clinton-Essex-Warren-Washington Board of Cooperative Educational Services Provost Trucking and Blacktopping

By: _____
Larry Barcomb
Board President

By: _____
Gary Provost

By: _____
Mark C. Davey
District Superintendent

Date: 10-3-18

Date: _____

**Provost Trucking and Blacktopping
Snow Removal and Sanding Services 2018-2019**

Service Prices from 11/1/18 through 4/30/19:

PLATTSBURGH CAMPUS	
Service Type:	Price:
Snow plowing and sanding per occurrence when snow accumulation is less than 4":	\$875.00
Snow plowing and sanding per occurrence when snow accumulation is more than 4":	\$975.00
Trip Charge for Full Lot Sanding Services:	\$275.00
Trip Charge for Spot Sanding Services:	\$225.00
Snow Bank Removal at an Hourly Rate:	\$150.00

SATELLITE CAMPUS	
Service Type:	Price:
Snow plowing and sanding per occurrence when snow accumulation is less than 4":	\$475.00
Snow plowing and sanding per occurrence when snow accumulation is more than 4":	\$575.00
Trip Charge for Full Lot Sanding Services:	\$275.00
Trip Charge for Spot Sanding Services:	\$225.00
Snow Bank Removal at an Hourly Rate:	\$150.00

**CEWW BOCES
REPORT ON RESERVE FUND BALANCES AS OF 6/30/2018**

	Unemployment Reserve	Employee Benefit Accrued Liability Reserve (EBALR)	Retirement Contribution Reserve (RCR)	CTE Equipment Reserve
BALANCE AS OF 6/30/17	\$ 295,000.00	\$ 292,671.85	\$ 1,500,000.00	\$ 11,874.61
Transactions in 2017-2018:				
Payment of Retirement Incentives	\$	-		
Withdraw for ERS payment (Board Approved)	\$ (1,422.90)		\$ -	
Withdraw for Unemployment Claims (Board Approved)				
Contributions to Reserve (Board Approved)	\$ 1,422.90	\$ 1,411.67	\$ 7,235.09	\$ 5,716.20
Year-End Interest Accrual				
BALANCE AS OF 6/30/18	\$ 295,000.00	\$ 294,083.52	\$ 1,507,235.09	\$ 17,590.81
EBALR Liability as of June 30, 2018	\$	485,045.00		

Clinton-Essex-Warren-Washington BOCES
Projections on "Use of" or "Contributions to" Retirement Contribution Reserve
Revised 10/2/2018

		Retirement Contribution Reserve (RCR)
BALANCE AS OF 6/30/18		\$ 1,507,235.09
2018/2019 Estimated Payment/Accrual for ERS Liability (ERS Rate averages approx. 13.958%, 3.09% decrease from 17/18)	\$ (666,293.09)	
2018-2019 Estimated Interest	\$ -	
2018/2019 ERS Contributions by Co-Sers - 13.33%	\$ 10,000.00	
Net Amount to be Used from Reserve	\$ 649,058.00	
ESTIMATED BALANCE 6/30/19		\$ (7,235.09)
2019/2020 Estimated Payment/Accrual for ERS Liability (Projected ERS Rate averages approx. 13.72%, 1.73% decrease from 18/19)	\$ (724,079.00)	
2019/2020 ERS Contributions by Co-Sers - 13.72%	\$ 724,079.00	
Net Amount to be Used from Reserve	\$ -	
ESTIMATED BALANCE 6/30/20		\$ 1,500,000.00 *
2020/2021 Estimated Payment/Accrual for ERS Liability (Estimated ERS Rate of 13.72%, No rate change estimated from 19/20)	\$ (747,611.00)	
2020/2021 ERS Contributions by Co-Sers - 13.72%	\$ 747,611.00	
Net Amount to be Used from Reserve	\$ -	
ESTIMATED BALANCE 6/30/21		\$ 1,500,000.00 *

*Annual interest is not reflected in this analysis after 6/30/19, however, interest must be credited to the reserves each year.

NOTE: Percentages reflect the % of ERS Eligible Salaries

ENC. 17
Champlain Valley Educational Services
Audit Committee - Meeting Minutes
February 14, 2018 - 5:00 p.m.

Present: Linda Gonyo-Horne, Audit Committee Member
Mark Henry, Audit Committee Member
Richard Harriman, Sr., Audit Committee Member
Dr. Mark Davey, District Superintendent
Dr. Hollis Palmer, Interim Assistant Superintendent for Management Services
Christine Myers, BOCES Treasurer

- 1. Review the meeting agenda.**
- 2. Approved the minutes from December 13, 2017 Audit Committee Meeting**
(Mark Henry 1st – No 2nd Available.)
- 3. Update on Risk Assessment – Adult Education Programs (Status & Cost)**
Mrs. Myers provided an update on the proposed cost and status of the risk assessment for the Adult Education Programs. A proposal was received from West & Co. CPA's for \$6,500 for work to be done in February 2018. Given two factors, the cost being slightly higher than expected and the proposed timeline for fieldwork by the auditors was in the middle of completing the budget process, the assessment was postponed. The Audit Committee discussed the scope of work and agreed to hold-off on the assessment until May 2018 to determine if CVES staff resources would be available to do the evaluation internally or proceed with the assessment by West & Co. CPA's. With the increase in health insurance costs in 17-18, limited funds are available in the 2017-2018 administrative budget and the cost was not budgeted in 2018-2019. The audit committee noted that this assessment is very important and does need to be completed in the very near future. Dr. Palmer and Mrs. Myers will discuss options with the auditors for a new timeline for fieldwork and cost proposal for consideration at the May Audit Committee meeting.
- 4. Internal Audit – 2018-2019 Exemption**
The committee approved moving forward with the exemption for the 2018-2019 school year. The committee discussed having an internal audit done every five years to insure internal control procedures are maintained consistently. Therefore, the preliminary recommendation of the committee was to budget and plan for an internal audit in the 2019-2020 school year.
- 5. RFP Required for 18-19 audit to be performed in 19-20**
Under the Comptroller's 5-Point Plan, an RFP for the school's annual independent audit must be done every five years. Therefore, during the 18-19 school year, CVES will need to prepare and evaluate RFP's for the 18-19 school year audit (performed in 19-20). The RFP process does include interviews with the interested audit firms by the audit committee members.
- 6. Future Meeting Structure & Dates**
The 2017-2018 Audit Committee meetings have been scheduled on the same day as the CVES Board meetings. It was agreed to keep this structure for the 2018-2019 school year. The next meeting is scheduled for May 9, 2018 @ 5:00 p.m. at the Mineville campus. Both meetings are before the CVES board meeting.
- 7. Other Topics –** Last year, the CVES Claims Auditor and Payroll Auditor were invited to an Audit Committee meeting to be able to provide an update on their role, responsibilities, and concerns if any. The committee members would like to continue this practice annually. Mrs. Myers will invite them to the Mineville meeting or the next meeting in Plattsburgh.
- 8. Meeting adjourned**

Approved May 9, 2018

ENC. 22

Recommend that the Board appoint the following person(s) to a 52-week Civil Service Probationary Appointment as follows:

1. Name: Karen Davis
Position: Account Clerk/Typist (support)
Effective: October 11, 2018
Annualized Salary: \$25,184
Prorated Salary \$18,113.11
Tentative Permanent Date: October 11, 2019
2. Name: Donna Lindsay
Position: Teacher Aide/ Student Aide (replacement)
Effective: October 11, 2018
Annualized Salary: \$15,976
Prorated Salary \$14,049.25
Tentative Permanent Date: October 11, 2019
3. Name: Donald Martell
Position: Custodian (replacement)
Effective: October 11, 2018
Annualized Salary: \$29,421
Prorated Salary: \$21,160.49
Tentative Permanent Date: October 11, 2019
4. Name: Margaret Christian
Position: Teacher Aide/ Student Aide (replacement)
Effective: October 9, 2018
Annualized Salary: \$15,976
Prorated Salary: \$14,209.81
Tentative Permanent Date: October 9, 2019

ENC. 23

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

1. Bethany Katzfey, Teacher Aide, Student Aide, effective October 12, 2018
2. Ciarra Smith, Teacher Aide, Student Aide, effective October 12, 2018

ENC. 24

Recommend that the Board approve the following Part-Time Allied Health Teacher (s) for the 2018-2019 School Year, effective September 1, 2018 – June 30, 2019:

<u>Name</u>	<u>Position</u>	<u>Annualized Salary</u>	<u>Prorated Salary</u>
Chelsey Bond	Allied Health Teacher 20%	\$35,657	\$7,131.40
Angela Bushey	Allied Health Teacher 40%	\$45,161	\$18,064.40
Catherine Chauvin	Allied Health Teacher 20%	\$37,896	\$7,579.20
Linda Facteau	Allied Health Teacher 40%	\$37,668	\$15,067.20
Ellen Lamora	Allied Health Teacher 20%	\$35,277	\$7,055.40
Nancy Levac	Allied Health Teacher 20%	\$44,516	\$8,903.20
Mallory Mattison	Allied Health Teacher 20%	\$36,394	\$7,278.80
Brenda Moore	Allied Health Teacher 20%	\$36,905	\$7,381.00
Kelly Samolis	Allied Health Teacher 20%	\$36,898	\$7,379.60

ENC. 25

Recommend that the Board approve the following Temporary Grant appointments from October 11, 2018 – June 30, 2019:

1. Blake Dashnaw, Work Study Student, not to exceed 160 hours, at the current NYS minimum wage rate (October 11, 2018 – December 30, 2018 at \$10.40/hour; January 1, 2019 – June 30, 2019 at \$11.10).

ENC. 26

Recommend that the Board approve the following Additional Work for the 2018-2019 School Year, effective July 1, 2018 – June 30, 2019:

IEP Requirements

Erin Burke	IEP Requirements	not to exceed 25 hours (\$37/hour)
Erin Burke	IEP Requirements	not to exceed 31 hours (\$37/hour)
Toni Perez	IEP Requirements	not to exceed 8 hours/month (18/19 school year) (hourly rate)

Room Location Move/Curriculum (compensation as per collective bargaining unit)

Cheryl Spoor	an additional 0.5 day
Todd Menia	not to exceed 2 days
Katy Bidelspach	not to exceed 1 day

TCI Training (hourly rate of pay)

Mary Murphy	not to exceed 3.5 hours
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PBIS \$30/hour

Allison Bola	not to exceed 6 hours
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ENC. 26 CONTINUED

Curriculum \$30/hour

Faye Dayton	not to exceed 2.5 hours
Laura Denton-Lawrence	not to exceed 2.5 hours
Crystal Rhino	not to exceed 1.5 hours

Stipends (stipend per contract)

Crystal Rhino	New Employee Mentor WAF	
Chris Falvey	New Employee Mentor WAF	
Ashley Brown	New Employee Mentor WAF	(2 stipends)
Joelle Lucia	New Employee Mentor WAF	(2 stipends)
Louise O'Connell	New Employee Mentor WAF	
Angelina Waldron	New Employee Mentor WAF	(3 stipends)
Sue Tourville	New Employee Mentor WAF	
Joan McGowan	New Employee Mentor WAF	
Kim Schafer	New Employee Mentor WAF	
Ann Smith	New Employee Mentor WAF	
Ann Schmidt	New Employee Mentor WAF	
Heather Van Alphen	New Employee Mentor WAF	
Cheryl Spoor	New Employee Mentor WAF	
Christie Lee	New Employee Mentor WAF	
Jennifer Haley	New Employee Mentor WAF	(1 additional stipend)
Sherry Snow	New Employee Mentor CV-TEC	
Shelley Boyea	New Employee Mentor P-TECH	(3 stipends)
James LaVoie	PBIS Coordinator WAF	
Nicole Santaniello	Skills USA Advisor YD	
Nicole Santaniello	Skills USA Co- Advisor CV-TEC	
Mark Brown	Skills USA Co- Advisor CV-TEC	
Jennifer Parker	Maple Sugaring CV-TEC	
Joshua Pierce	Maple Sugaring CV-TEC	
Thomas Rodriguez	Maple Sugaring YD	
Jennifer Parker	Greenhouse CV-TEC	
Michael Guillette	Yearbook Advisor CV-TEC	
Dana Porier	NTHS Advisor CV-TEC	
Nicole Santaniello	NTHS Advisor YD	

ENC. 27

Recommend that the Board approve the following list of Substitutes:

<u>Name</u>	<u>Position</u>
Melodie St. Clair	Teacher
Melodie St. Clair	Teaching Assistant
Michelle Warren	Teacher
Stephanie Riemer	Teacher Aide/Student Aide
Ronnie Cunningham	Teaching Assistant
Dylan Bedard	On Call Custodial Worker
Jay Harney	Bus Driver

ENC. 28

Recommend that the Board approve the following list of Facilitators for the period of July 1, 2018 through June 30, 2019:

Facilitators (\$30.00/Hour)

David Slater
Kim Mayer
Paul Jebb
Sandra Wilkins
Andrya Heller
Connie Flick

Recommend that the Board approve the following list of Curriculum Writers for the period of July 1, 2018 through June 30, 2019:

Curriculum Writers (\$25.00/Hour)

Colleen Anstett
Robin Garrow
Jacqueline Whelden

Recommend that the Board approve the following list of ELA/Math Scorers for the period of July 1, 2018 through June 30, 2019:

ELA/Math Scorers (\$20.00/hour)

Paul Jebb

ENC. 29

Recommend that the Board authorize the following individuals to collect money at all CVES locations for the 2018-19 school year:

Special Education – Plattsburgh

Heather VanAlphen – Work Experience Program Activities Monies

ENC. 30

Recommend that the Board approved the following Resolution Establishing Absentee Ballot Procedures for Voters:

RESOLVED pursuant to Education Law Section 1951(2)(s), and in the absence of regulations from the Commissioner of Education, the Clinton, Essex, Warren, Washington Board of Cooperative Educational Services hereby authorizes the issuance of absentee ballots to eligible voters for the December 11, 2018, Capital Project Referendum in accordance with the following:

1. Forms and Procedures

ENC. 30 CONTINUED

All forms and procedures used will in general be in accordance with Education Law Section 2018-b, except as otherwise indicated with respect to permanently disabled voters. Absentee ballots will be, as nearly as practicable, in the same form as at a component school district election.

2. Eligibility

Absentee ballots are available to persons who are otherwise qualified voters but will be unable to vote in person for one of the following reasons:

- (a) Because of hospitalization, illness, or physical disability;
- (b) Because duties, occupation, business or studies require the person to be outside of the county or city of residence on the day of the referendum;
- (c) Because the person will be on vacation outside of the county or city of residence on the day of the referendum;
- (d) Because the person will be in jail, awaiting grand jury action or trial or confined in prison for other than a felony on the day of the referendum.

The resident spouse, parent, or child, who will accompany or be with a person who is (or would be if a qualified voter) eligible for an absentee ballot, is also entitled to apply for an absentee ballot, provided they are or will be a qualified voter on the date of the referendum.

1. Application Procedure

Applications for absentee ballots will be available in the office of the District Clerk of the BOCES.

The completed application must be received by the BOCES District Clerk at least seven (7) days before the referendum if the ballot is to be mailed to the voter or by the day before the referendum by 3:00 p.m. when the ballot will be picked up personally by or for the voter.

Qualified voters may also request an absentee ballot by a letter signed by the voter as long as the letter is received by the BOCES District Clerk between 30 and 7 days before the referendum. The letter must state the voter's residence address and the address to which the ballot is to be mailed. The BOCES District Clerk will then provide an absentee ballot by first class mail, together with an application form. The absentee ballot will be counted as long as a completed, valid application form is received with the ballot.

A person whose ability to appear personally at the polling place is substantially impaired by reason of permanent illness or physical disability and whose registration record has been marked "permanently disabled" by the County Board of Elections pursuant to the election law shall be entitled to receive an absentee ballot without making a separate application. The BOCES District Clerk will request from the County Board of Elections a list of "permanently disabled" registered voters. By first class mail, the BOCES District Clerk will send an absentee ballot to such voters at the last known address, with a request to the post office not to forward but to return it to the BOCES in five days if it cannot be delivered to the addressee.

ENC. 30 CONTINUED

The BOCES District Clerk shall examine all applications for absentee ballots. If the BOCES District Clerk is satisfied that the person is a qualified voter and entitled to an absentee ballot, the District Clerk will issue or mail by first class mail an absentee ballot to the applicant. If the District Clerk determines that the applicant is not entitled to an absentee ballot, she/he shall inform the application of such determination and the reasons therefore.

The BOCES District Clerk will maintain a list of persons who have been provided with absentee ballots. This list will be available for inspection during regular office hours until the day of the referendum and posted at the polling place and provided to the clerks and inspections of election during voting hours.

2. Challenges

Before the day of the referendum, any qualified voter may file with the BOCES District Clerk a written challenge of the qualifications as a voter of any person on the list, stating the reasons for the challenge. The BOCES District Clerk shall deliver those challenges to the election inspectors at the appropriate polling place on the day of the referendum.

After the polls are closed, such election inspectors, by majority vote, shall make a determination concerning any challenges to an absentee ballot.

3. Casting Ballots

Absentee ballots must be received by the BOCES District Clerk no later than 5:00 p.m. on the date of the referendum. The envelopes shall be delivered to the inspectors of election to be verified and included in the canvas of votes. The names of all persons who submitted absentee ballots shall be added to the poll list.

After the polls are closed, the inspectors of election shall examine the absentee ballot envelopes. An absentee ballot will be determined invalid for the following reasons and returned to the District Clerk unopened:

- (a) If a person whose name is on an envelope as an absentee voter shall have already voted in person;
- (b) If there is no signature on the envelope.

If the inspectors of election open an envelope and there is no absentee ballot in the envelope, the inspectors will indicate on the envelope that the ballot is missing.

If the person has not voted in person on the day of the referendum, and if no objection is made or if made, is not sustained by the inspectors, the ballot shall be deposited unopened in a ballot box, and counted with the ballots therein

The number of absentee ballots shall determine by counting the number of envelopes opened and subtracting the number of missing ballots, if any. The return of the inspectors shall separately report the number of envelopes received and the number of missing ballots.

ENC. 30 CONTINUED

All of the ballots deposited in such ballot box shall be counted together and included in the results of the referendum.

ENC. 31

Recommend that the Board approve a rate of \$12.50/hour for Election Inspectors and a rate of \$13.50/hour for Head Election Inspectors, working the Capital Project vote on December 11, 2018 and corresponding training session.

ENC. 32

Recommend that the Board approve the Student Transportation Cooperative Agreement Resolution which has been reviewed by the CVES attorney and insurance agent (attached).

STUDENT TRANSPORTATION COOPERATIVE AGREEMENT

This Agreement is made by and among the participating school districts listed below, and Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (collectively, the "Participating Schools"), pursuant to Section 119-o of the General Municipal Law for the purpose of providing transportation to their respective students on a cooperative basis.

RECITALS

- A. The Participating Schools are:
- Clinton-Essex-Warren-Washington Board of Cooperative Education Services ("BOCES")
 - AuSable Valley Central School District
 - Beekmantown Central School District
 - Chazy Central Rural School
 - Crown Point Central School District
 - Elizabethtown-Lewis Central School District
 - Keene Central School District
 - Moriah Central School District
 - Northeastern Clinton Central School District
 - Northern Adirondack Central School District
 - Peru Central School District
 - Plattsburgh City School District
 - Putnam Central School District
 - Saranac Central School District
 - Schroon Lake Central School District
 - Ticonderoga Central School District
 - Westport Central School District
 - Willsboro Central School District

For purposes of this Agreement, the Participating School sending one or more of its students on another's bus shall be called the "Sending School" and the Participating School transporting one or more of another's students shall be called the "Transporting School".

- B. Each of the Participating Schools, except BOCES and the Plattsburgh City School District, provides transportation for its resident students between their homes and the schools they legally attend; and two or more schools may be transporting students to the same out-of-district locations or over similar routes; and all agree to work together to improve transportation service and efficiency within the region served by the Participating Schools.
- C. The Participating Schools agree to work together to try to ensure, to the extent feasible and practical, that each Participating School participates equitably in transporting students of each other.

NOW THEREFORE, for mutual promises contained herein, the Participating Schools agree as follows:

1. The Participating Schools shall cooperate with each other to avoid overlapping and unnecessarily long runs by transporting each other's students when multiple districts are transporting students to the same location, and when a Participating School has available passenger capacity and can provide service to another Participating School at no discernible additional cost. To the extent feasible and practical, the Participating Schools shall cooperate with each other to ensure that each Participating School is treated equitably in transporting students of the Participating Schools.
2. Each Participating School shall maintain its own policy regarding transportation of students.
Nothing contained in this Agreement shall require any Participating School to provide transportation to any person or student which is not authorized by the transportation policy of the Participating School.
3. Each Participating School shall ensure that all its vehicles used to transport students are school buses, inspected by the NYSDOT, and that all drivers shall have the proper article 19-A driver certification.
4. The Participating Schools may appoint a committee which may be comprised of superintendents, transportation officials, and other school officials to effectively and efficiently administer this Agreement. In addition, the transportation officials of the Participating Schools shall have the authority to represent their respective Participating Schools in making scheduling arrangements and designing procedures for covering matters such as scheduling changes, communications, student discipline, emergency procedures, and complaints. Any particular cooperative transportation arrangement may be discontinued by a Participating Schools by giving written notice to the affected Participating Schools.
5. Each Participating School agrees to maintain public liability insurance coverage such that the insurance of the Transporting School will be primary with respect to any claim made against the Transporting School and/or the Sending School in connection with, or arising out of, the operation of the Transporting School's vehicle. Each District shall maintain insurance with at least the minimum following coverages:
 - Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 aggregate. The policy shall include coverage for sexual misconduct.
 - Automobile Liability: \$1,000,000 combined single limit for owned, hired, leased and borrowed vehicles;
 - Workers' Compensation: Statutory limits and coverages.

A Transporting School shall not be deemed the agent of the Sending School, but rather as an independent contractor.

6. There shall be no fee for the transportation of a student of a Sending School by a Transporting School pursuant to this agreement.

7. The parties to this Agreement recognize and acknowledge that, at any given time, one or more Participating Schools may not be actually participating in this Agreement as a Sending School or Transporting School. However, by executing this Agreement, each Participating School may participate at any time during this Agreement as a Sending School or Transporting School.

8. This Agreement shall continue until terminated. However, a Participating School can withdraw from this Agreement by providing written notice to each of the Participating Schools sixty (60) days prior to the withdrawal date, with notice being considered given when deposited in the U.S. mail.

9. This Agreement may be executed in counterparts, each of which, when so executed, shall, together, constitute and be one and the same instrument. To expedite the Agreement, telecopier signatures of the parties shall be acceptable.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to duly authorized resolutions of their respective Boards as follows:

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	<p>By: _____</p> <p style="text-align: center;">Clinton-Essex-Warren-Washington Board of Cooperative Education Services</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	<p>By: _____</p> <p style="text-align: center;">AuSable Valley Central School District</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	<p>By: _____</p> <p style="text-align: center;">Beekmantown Central School District</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	<p>By: _____</p> <p style="text-align: center;">Chazy Central Rural School</p>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Date</p>	<p>By: _____</p> <p style="text-align: center;">Crown Point Central School District</p>

Date

By: _____

Elizabethtown-Lewis Central School District

Date

By: _____

Keene Central School District

Date

By: _____

Moriah Central School District

Date

By: _____

Northeastern Clinton Central School District

Date

By: _____

Northern Adirondack Central School District

Date

By: _____

Peru Central School District

Date

By: _____

Plattsburgh City School District

Date

By: _____

Putnam Central School District

Date

By: _____

Saranac Central School District

Date

By: _____

Schroon Lake Central School District

Date

By: _____

Ticonderoga Central School District

Date

By: _____

Westport Central School District

Date

By: _____

Willsboro Central School District

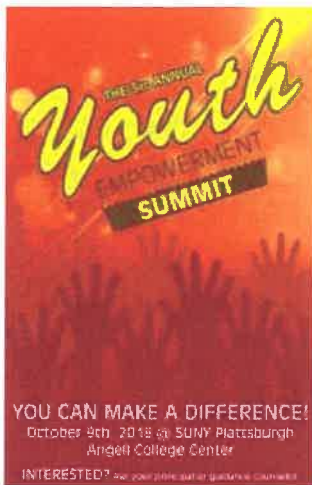
CVES MISSION

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: October 1, 2018
RE: **October 2018 Board Report**

YOUTH EMPOWERMENT SUMMIT (YES) – OCTOBER 9, 2018 SUNY PLATTSBURGH ANGELL COLLEGE CENTER



The vision of the Youth Empowerment Summit (YES) is to educate student leadership groups on kindness, acceptance, and inclusion, and to provide them with the knowledge and tools to drive change within their school buildings. Students will take an active role in learning, and discuss, plan and implement activities to bring about change in their schools. Regional bi-monthly topics and materials targeting each topic will be provided to the groups to simplify and ensure consistency. Schools can create a new group, or existing groups—honor society, Key Club, etc. – to fill the need. This summit is funded by a grant from Senator Betty Little. The goal is to have YES become an annual self-sustaining event for the region. Please visit <https://www.cves.org/youth-empowerment-summit-yes/> for additional information.

NYSED ANNOUNCES PROPOSED CHANGES TO EVERY STUDENT SUCCEEDS ACT REGULATIONS

The New York State Education Department (NYSED) proposed changes to the regulations to implement the federal Every Student Succeeds Act (ESSA). The proposed changes reflect stakeholder input and public feedback and were presented to the Board of Regents at its meeting on Monday, September 17. The public comment period on the proposed changes will begin October 3.

Based on this input, NYSED made changes to the proposed regulations. Among the changes, NYSED proposes to:

- Remove the provision that the Commissioner could require districts to set aside a portion of their Title I funds to improve grades 3-8 English language arts and mathematics assessment participation rates in schools after five years of consistently low participation.
- Clarify that if a school is implementing a participation rate improvement plan and has made progress in regard to meeting the 95% participation rate requirement, the school need only update its participation rate plan and does not need to create a new plan each year.
- Revise the criteria used to determine whether a school must develop and implement a participation rate improvement plan. Currently, a participation rate improvement plan is required when an accountability group for two consecutive years fails to meet the 95% participation requirement in either ELA or math and does not show improvement in participation rate between the current and prior school year. An additional criterion has been added that further limits the requirement for development of a participation rate improvement plan to those instances in which an accountability group has a Weighted Average Achievement Index that is below the state average (Level 1 or 2).
- Revise the exit criteria for Comprehensive Support and Improvement Schools (CSI) and Targeted Support and Improvement Schools (TSI) as it relates to participation rate. As a result of this change, a school implementing a participation rate improvement plan will be eligible for removal from CSI or TSI status so long as the accountability group(s) for which a plan is required are not performing at Level 1 on the Weighed Academic Achievement Index.
- Remove the provision that the Commissioner may direct a district to submit a plan to convert a school to a charter school if that school is in Receivership or under Registration Review and is not improving.

Additional changes to the regulations are proposed in several areas including the N size for subgroups, school improvement plans, supports for school leaders and parent engagement. A full text of all proposed changes and response to public comments can be found online at <http://www.nysed.gov/common/nysed/files/essa-september-2018.pdf>.


NEW YORK STATE SCHOOL VISION HEALTH AWARENESS EVENT

October will be School Vision Health Month in New York State. The New York State Education Department, the New York State Board of Regents, the New York State Optometric Association, and the New York State Society of Opticians continue to highlight the critical role proper vision plays in children's physical, cognitive, and social development. All New York State schools are encouraged to partner with local eye care professionals to assist students with obtaining complete eye examinations and eye glasses when needed.

Please visit <http://www.p12.nysed.gov/sss/schoolhealth/schoolhealthservices/vision.html> for additional resources to promote eye health and safety during October.

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: October 1, 2018
 RE: October 2018 Board Report

CV-TEC Proudly Welcomes New Team Members

The CV-TEC Division is pleased to welcome our newest Team CV-TEC Member: Susan J. Richards! Susan will be based at our Plattsburgh Main Campus as our new Medical Office Assisting Teacher. We also welcomed back to Team CV-TEC, Shelley Bouyea. Shelly will be based at our Plattsburgh Main and Satellite Campuses providing Science instruction and Academic Services for our students. Welcome to Team CV-TEC!

JMT/Statewide Assessment Administration

On September 17-21, 2018 all CV-TEC Campuses administered the JMT/SWA Career & Technical Assessments. The Pre-Assessments were administered to establish the baseline data for SLO calculations. Regional round-robin scoring will occur during the week of October 8, 2018 along with in-house scoring scheduled within the division.

CV-TEC Opening Days

CV-TEC Divisional Team Members participated in Opening Day Professional Development Activities during the afternoon of Tuesday, September 4 and for the full day on Wednesday, September 5, 2018. Team CV-TEC discussed the Divisional Goals and Priority Areas of Focus, Social Emotional Learning Strategies & Concepts, CVES Mission, Vision & Core Beliefs, Divisional Continuity, Procedures, Protocols & Expectations, Instructional Strategies & Best Practices. CV-TEC Students were welcomed on all CV-TEC Campuses beginning on Thursday, September 6th. All students and staff on all campuses participated in Welcome Assemblies designed to outline student expectations and opportunities while attending CV-TEC.

We are off to an amazing start!



Fall Family Nights For Parents of Current Students Scheduled for October 24th and October 25th for Plattsburgh and Mineville Campuses

We are expecting current students' parents and their families to visit our three campuses for the scheduled "Family Nights" for the CV-TEC Division. This is an opportunity for the families of current students to visit with our instructors during the scheduled evening hours. October 24th is scheduled for our Plattsburgh Main and Plattsburgh Satellite Campuses and October 25th for our Mineville Campus.

Online High School Available To Component Schools for 2018-2019 School Year

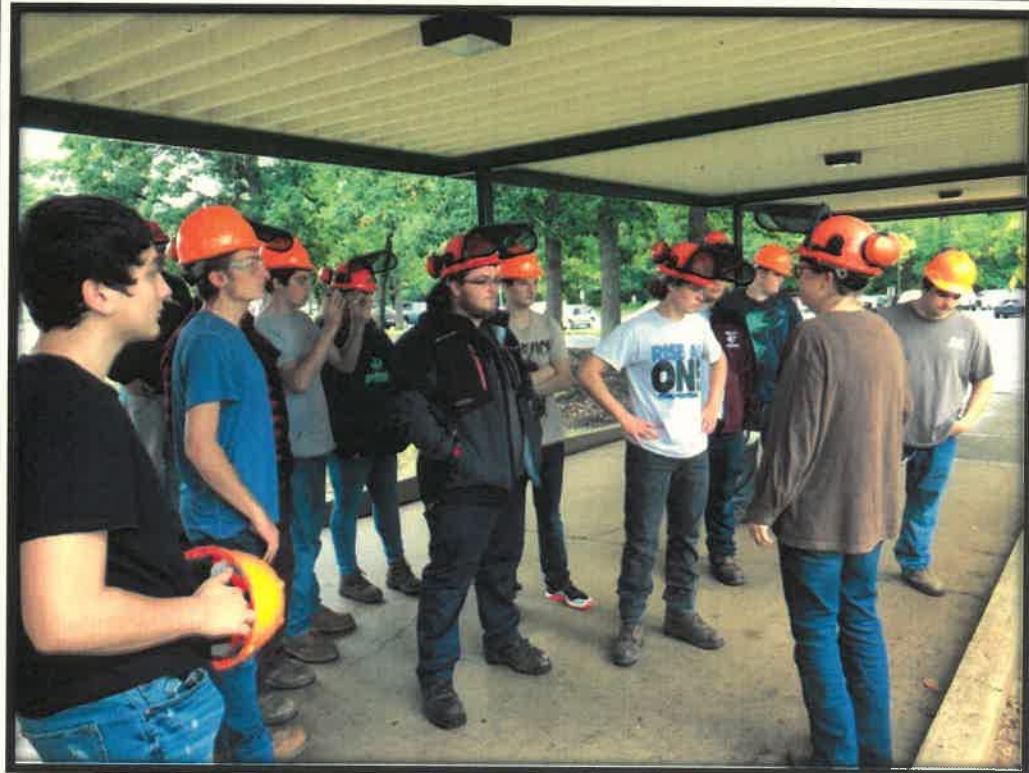
Our component districts once again will have the opportunity to utilize and access Online High School courses. **Advanced Academics, Western Suffolk BOCES, Connexus and Gradpoint** have been contracted to implement Online High School for our districts.

CV-TEC Enrollment for the 2018-2019 School Year

We have been receiving enrollment confirmations from all of our districts to verify enrollments on our three campuses for both the CV-TEC CTE and Pre-CTE Programs. Enrollment numbers from all component districts are within range of our projections for this school year. Post-secondary enrollment is still under review; however, we expect the enrollment numbers to remain steady. Reconciliation of our projected budgets will begin once we receive final confirmation of the high school and adult enrollment figures for the 2018-2019 school year.

Environmental Conservation & Forestry Students and Teachers for Begin the Beautification Project on our CV-TEC Plattsburgh Main Campus!





Welcome New Visions Medical Careers North & South Class of 2019:



THE RISE IN CTE

career & technical education



THE RISE IN CAREERS

To keep up with today's growing economic demands, students pursuing a Career & Technical Education will be better prepared them for the global workforce.

THE RISE IN EDUCATION

CTE programs are now offered in middle schools, high schools and postsecondary education institutions across the country.

THE TOP 10 HARDEST-TO-FILL JOBS INCLUDE SKILLED TRADE WORKERS

MIDDLE-SKILL JOBS that require education and training beyond high school, but less than a bachelor's degree, are a significant part of the economy.

HEALTH CARE OCCUPATIONS

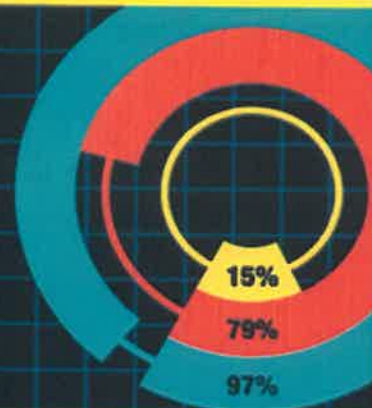
many of which require an associate degree or less, make up 12 of the 20 fastest growing occupations.

1 MILLION JOBS open in trade, transportation and utilities sectors and 315,000 in manufacturing.

15% of all the credits high school graduates earn are in CTE

78% of sub-baccalaureate postsecondary credentials are earned in a CTE field

97% of public high school graduates earn at least some credits in CTE



THE RISE IN SUCCESS

CTE offers a variety of learning tools to help students succeed in their career path.



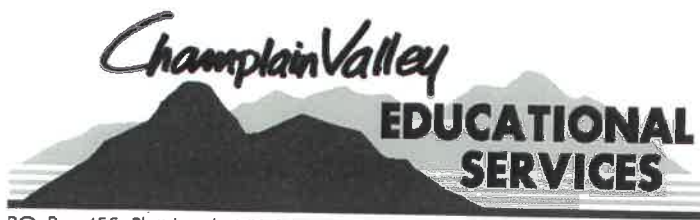
81% of dropouts say **RELEVANT REAL-WORLD LEARNING OPPORTUNITIES** would have kept them in high school.



The average high school graduation rate for **STUDENTS CONCENTRATING IN CTE PROGRAMS** is 93%, compared to an average national freshmen graduation rate of 80%.



Over 75% of secondary **CTE CONCENTRATORS** PURSUED POSTSECONDARY EDUCATION shortly after high school.



SPECIAL EDUCATION DIVISION

Plattsburgh Campus, 518-561-0100 FAX 518-561-5624
Mineville Campus, 518-942-6691 FAX 518-942-3368

P.O. Box 455, Plattsburgh, NY 12901 www.cves.org
P.O. Box B, Mineville, NY 12956

CVES 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.

To: Dr. Mark Davey, District Superintendent
From: Bonnie Berry, Interim Director of Special Education
Date: September, 2018
Re: Board of Cooperative Educational Services Report

WAF Classroom & Schoolwide Events

Gebhart's Food Truck Service



Ms. Gebhart's class began their first full week of school with an in depth look at food trucks. Using N2Y news and activities, her students studied "Outdoor food truck festivals". The students learned about portable food being served from bright colored food trucks and the types of food that is generally served from food trucks.

The students learned how math, reading and science works in the food truck business. The culminating activity was a taco "food truck" delivery service that made its way around CVES. A wonderful service provided by students serving lunch.

WAF Themes of the Month



Near Door 6 a **Rainbow** is showcasing student involvement in character traits. Each month will feature a new character/trait with one class *creating something small* to add to the board, so that by June, our board will feature small, creative contributions that add up to **SCHOOL WIDE RESILIENCE!** Our art teacher, Mrs. Palmer, will work with the classes to create some clever additions. Our character/trait theme for this month is safety by Ms. Gebhart's class.

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Wellness Activities at WAF

Wellness Hike to Rattlesnake Mountain

One goal of the Special Education Strategic Plan was to form a committee for wellness of both students and staff. The committee would plan wellness activities for all. This month a group did a climb up Rattlesnake Mountain.



The Intelligent Heart

For those who did not hike, Rebecca Boire West, a community wellness expert, offered an after-school talk on the intelligent heart and the value of intuition and energy in taking care of stress. Ten staff attended and thoroughly enjoyed the ideas she shared. Strawberries, cheese, and gluten free crackers were served with iced tea. The important messages she shared reminded our staff to fortify their inner strength and intentions so that we approach each new work day refreshed and energized.



Mrs. Lucia's Class and Their New Seating

Using the free nonprofit website, DonorsChoose.org, Joelle Lucia secured various types of flexible seating for her classroom.

Her elementary K-1 students now have access to lime green pillow puffs and pink yoga balls. Not only does flexible seating enrich the learning environment, but it also provides individuals a sensory sitting experience that may keep them more on task. Joelle and her staff now have a few more tools to optimize instruction. Joelle Lucia deserves a high five!

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Mineville Work Experience – Mrs. McGowan and Mrs. Gough’s Class



Essex Industries is so impressed with the production that these students are putting out for them. We will have 2 students graduating this year and they will be all trained for the jobs that they will be doing through Mountain Lake Services. They have worked in two different departments at Essex Industries:

The Assembly Department - where the students are doing the finishing touches on the canoe seats before they are sealed to be shipped out. The production that they finished last week was shipped to Germany. The Hilco Department - this

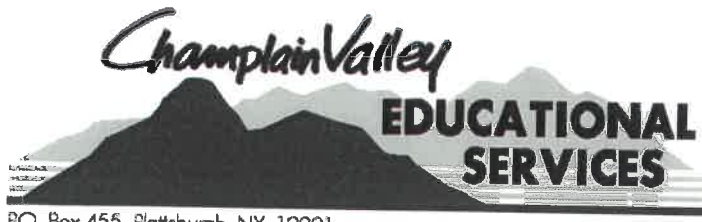


department the students are working for Schluter Systems packaging washers and instruction packets for bathtubs.



Mineville – You Matter

Thank you to Mrs. Palmer, our new art teacher, for helping us decorate our halls with Masterpieces.



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WAF HIGH SCHOOL LIFE SKILLS PROGRAM

The high school life skills program encompasses three classrooms that collaborate to meet the needs of a wide variety of students through a dynamic process. Each of the three rooms use an overarching essential question in order to promote common vocabulary, ideas and topics. A curriculum map provides cohesiveness, goals, resources, responsibilities and integration across the rooms. Each room specializes in different levels of Bloom's taxonomy. This incorporates a scaffolding approach to include remembering, comprehending, understanding, analyzing, evaluating and creating to provide learning experiences and opportunities for all students.

Within in each room progress monitoring occurs regularly. This is done to teach and evaluate skill acquisition necessary to meet individualized goals. Creative scheduling is used in order to maximize learning opportunities with academic content, services and work experience. In the Project Based Learning Room students are involved in meaningful projects to provide practical and real-world application that prepares them for the transition to employability.

In each room students participate in the Restorative Justice Program through "Circle Up" in order to meet their social-emotional needs. This year, students have the opportunity to participate in a "club" designed to make new friendships, learn real-world skills, problem solve, communicate, self-advocate, build respect, learn teamwork, develop new interests, and relieve stress. The therapist provides intensive support and services for students within the program by integrating teaching, prevention, and intervention based on developmental needs. The therapist also works collaboratively with other service providers to ensure continuity of programming to meet the needs of students.

Communication is essential in order to provide quality programming. Students, teachers, school staff, service providers, outside agencies, parents/guardians/caregivers, and district staff are contributing members of the educational team; each valued for their expertise.

Students are regularly involved in self-evaluation in order to meet school-wide and classroom expectations. Students use a "point sheet" where they can earn points for displaying safe, respectful and responsible behaviors. These skills can be applied in real-world situations making them contributing members of society. Points equate to a monetary amount that is given to them in a check form. Students can use this money for various activities and items throughout the school. This links to independent living skills such as personal financing. Students practice writing checks, using debit cards, balancing their registers, and paying monthly expenses.

Our program strives to ensure all students are prepared for meaningful employment and career choices beyond school and throughout their life.

CEWW BOCES
SPECIAL AID FUND PROGRAMS REVIEW
STATUS EVALUATION
2018/2019

Cosser	921-2019	925-2019	927-2018	947-2019	949-2019	950-2019
Program Description	NSLP Equipment Assistance	RSE-TASC	Core Rehabilitation Services	SLS Operating Aid	SLS Categorical Aid for Automation	EPE
Approved Budget	\$ 14 152	\$ 214 530	\$ 241 252	\$ 96 991	\$ 9 699	\$ 382 250
Revenue Available/Earned	\$ 14 152	-	\$ 143 696	\$ 96 991	\$ 9 699	\$ 44 681
Prior Year Rollover	-	-	81 039	-	-	-
Expenditures to-date	-	(22 829)	(173 647)	(15 716)	(843)	(53 935)
Est.Encumbrances to-date (including indirect cost)*	(8 585)	(3 094)	(67 605)	(78 027)	(7 318)	(328 315)
Unexpended Balance	\$ 5 567	\$ (25 923)	\$ (16 517)	\$ 3 248	\$ 1 538	\$ (337 569)
Percentage Utilized	61%	12%	75%	97%	84%	100%
Grant Program Ending:	7/31/2019	6/30/2019	12/31/2018	6/30/2019	6/30/2019	6/30/2019
Finance Approval Obtained:	8/13/2018	**	12/17/2014	6/8/2018	7/2/2018	9/13/2018
Director:	Bell	Gray	Berry	Gray	Gray	Friedman

Cosser	951-2018	954-2019	956-2019	959-2018	963-2019	992-2017
Program Description	HSE Test Administration	Perkins IV Basic	SLS Supplemental Operating Aid	SNAP Employment & Training Venture IV	North Country Region Career Pathways II	NYS Dept of Criminal Justice Cyber Safety
Approved Budget	\$ 6 659	\$ 111 473	\$ 47 366	\$ 109 580	\$ 50 000	\$ 68 571
Revenue Available/Earned	\$ 4 200	\$ 111 473	\$ 47 366	\$ 100 194	\$ 29 000	\$ 68 571
Prior Year Rollover	1 967	-	-	-	12 955	-
Expenditures to-date	(5 318)	(8 385)	(7 092)	(89 065)	(40 292)	(60 457)
Est.Encumbrances to-date (including indirect cost)*	(812)	(92 300)	(20 314)	(20 515)	(9 708)	(3 261)
Unexpended Balance	\$ 37	\$ 10 788	\$ 19 960	\$ (9 386)	\$ (8 045)	\$ 4 853
Percentage Utilized	71%	90%	58%	100%	79%	93%
Grant Program Ending:	12/31/2018	6/30/2019	6/30/2019	9/30/2018	3/31/2019	3/31/2019
Finance Approval Obtained:	1/16/2018	8/8/2018	6/8/2018	2/9/2017	6/13/2018	2/4/2016
Director:	Friedman	Friedman	Gray	Friedman	Friedman	Gray

*Includes total unpaid salary and related benefits allocated to the program through year-end.

**Project Finance Approval Pending with Agency.

FINAL

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

EFFECTIVE 09/17/18

Coser	925-2018	927-2017	947-2018	949-2018	950-2018	952-2018
Program Description	RSE-TASC	Core Rehabilitation Services	SLS Op Aid	SLS Automation Aid	EPE	WIA, Title II
Approved Budget	\$ 208 282	\$ 234 226	\$ 99 207	\$ 14 370	\$ 324 850	\$ 80 000
Revenue Available/Earned	\$ 208 282	\$ 258 613	\$ 96 040	\$ 9 604	\$ 297 212	\$ 80 000
Prior Year Rollover	-	10 962	3 167	4 766		
Expenditures to-date	(162 463)	(188 536)	(93 504)	(13 649)	(297 212)	(79 598)
Est. Encumbrances to-date (including indirect cost)	-	-	-	-	-	-
Unexpended Balance	\$ 45 819	\$ 81 039	\$ 5 703	\$ 721	\$ -	\$ 402
Rollover	\$ -	\$ 81 039	\$ 5 703	\$ 721	\$ -	\$ -
Unused Balance	\$ 45 819	\$ -	\$ -	\$ -	\$ -	\$ 402
Percentage Utilized	78%	100%	100%	100%	100%	99%
Finance Approval Obtained:	2/9/2018	12/17/2014	7/12/2017	8/7/2017	8/28/2017	8/23/2017
Grant Program Ending:	6/30/2018	12/31/2017	6/30/2018	6/30/2018	6/30/2018	6/30/2018
Director:	McDonald	McDonald	Gray	Gray	Friedman	Friedman

FINAL

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

EFFECTIVE 09/17/18

Coser	954-2018	956-2018	963-2018	995-2018	996-2018	997-2018
Program Description	Perkins IV Basic	SLS Supplemental Aid	North Country Career Pathways II	WIA, Incarcerated	WIA, Literacy Zone 58585	WIA, Literacy Zone 58574
Approved Budget	\$ 108 951	\$ 47 756	\$ 135 000	\$ 59 882	\$ 97 524	\$ 100 000
Revenue Available/Earned	\$ 108 951	\$ 46 895	\$ 55 000	\$ 59 882	\$ 97 524	\$ 100 000
Prior Year Rollover	-	861	598	-	-	-
Expenditures to-date	(108 951)	(43 744)	(42 644)	(59 576)	(97 524)	(99 690)
Est.Encumbrances to-date (including indirect cost)	-	-	-	-	-	-
Unexpended Balance	\$ -	\$ 4 012	\$ 12 954	\$ 306	\$ -	\$ 310
Rollover	\$ -	\$ 4 012	\$ 12 954	\$ -	\$ -	\$ -
Unused Balance	\$ -	\$ -	\$ -	\$ 306	\$ -	\$ 310
Percentage Utilized	100%	100%	100%	99%	100%	99.7%
Finance Approval Obtained:	9/6/2017	7/12/2017	6/15/2017	9/8/2017	8/23/2017	9/6/2017
Grant Program Ending:	6/30/2018	6/30/2018	3/31/2018	6/30/2018	6/30/2018	6/30/2018
Director:	Friedman	Gray	Friedman	Friedman	Friedman	Friedman