

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 JUNE 12, 2019, 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 |
| No Action | 2. EXECUTIVE SESSION |
| No Action | 3. INTRODUCTION OF ALL PRESENT |
| No Action | 4. OPINIONS AND CONCERNS FROM THE AUDIENCE |
| No Action | 5. STRATEGIC PLAN END-OF-YEAR UPDATE – Dr. Mark Davey |
| No Action | 6. CAPITAL PROJECT UPDATE - Dr. Mark Davey & Eric Bell |
| Action | 7. MINUTES OF PREVIOUS MEETING |
| | a. May 8, 2019 Regular Board Meeting (Enc. 1) |
| | b. Amend the Minutes of the February 14, 2019 Board Meeting (Enc. 2) |
| | 8. CONSENT AGENDA FINANCIAL |
| Action | a. Certification of Warrant (Enc. 3) |
| Action | b. Treasurer’s Report (Enc. 4) |
| Action | c. Donations (Enc. 5) |
| Action | d. Budget Increase (Enc. 6) |
| Action | e. Cross Contract Budget (Enc. 7) |
| Action | f. Cross Contract Budget Increases (Enc. 8) |
| Action | g. Special Aid Fund Projects (Enc. 9) |
| Action | h. Special Aid Fund Project Continuations (Enc. 10) |
| Action | i. Fire Alarm Improvement Capital Project Cost Increase (Enc. 11) |
| Action | j. Fire Alarm Improvement Capital Project (Enc. 12) |
| Action | k. Contractor/Consultant Agreements (Enc. 13) |
| Action | l. Cooperative Purchasing Alliances (Enc. 14) |
| Action | m. Agreement Renewal Term (Enc. 15) |
| Action | n. Memorandum of Agreement (Enc. 16) |
| Action | o. Agreements (Enc. 17) |
| Action | p. Summer Food Service Program (Enc. 18) |
| Action | q. Retirement Contribution Reserve – Resolution to Establish TRS Sub-Fund (Enc. 19) |
| Action | r. Resolution for Transfer from Retirement Contribution Reserve Fund
to TRS Sub-Fund (Enc. 20) |
| Action | s. Employee Benefit Accrued Liability Reserve Fund – Resolution to Re-Establish (Enc. 21) |
| Action | t. Uncollectibles (Enc. 22) |

9. OLD BUSINESS

- No Action a. Committees
 --Audit Committee Meeting Highlights – February 14, 2019 (Info. Only) (Enc. 23)

10. CONSENT AGENDA PERSONNEL

- Action a. Resignations for the Purpose of Retirement (Enc. 24)
Action b. Resignations (Enc. 25)
Action c. Rescind (Enc. 26)
Action d. Amendment (Enc. 27)
Action e. Four-Year Probationary Appointment (Enc. 28)
Action f. Civil Service Probationary Appointments (Enc. 29)
Action g. Hourly Appointment (Enc. 30)
Action h. Temporary Grant Appointments (Enc. 31)
Action i. Additional Work (Enc. 32)
Action j. 2019 Summer Work (Enc. 33)
Action k. 2019 Special Education Summer School Staffing (Enc. 34)
Action l. Facilitators, Scorers (Enc. 35)
Action m. Adult Education Instructors (Enc. 36)
Action n. Substitutes (Enc. 37)

11. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- Action a. Career & Technical Education Certification & Re-Certification (Enc. 38)
No Action b. Revised Policy – 1st Reading (Enc. 39)
Action c. Requests for Approval to Attend Conference/Workshop (Enc. 40)

12. NEW BUSINESS

- No Action a. None this month

No Action 13. DISTRICT SUPERINTENDENT’S UPDATE

No Action 14. OTHER

No Action 15. NEXT BOARD MEETING

Wednesday, July 10, 2019, at the Yandon-Dillon Center in Mineville – Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.

No Action 16. REPORTS FROM DIRECTORS (Enc. 41)

Action 17. 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

June 13, 2019	Special Ed Graduation Ceremony – Mineville Campus - 10:00am
June 14, 2019	Special Ed (WAF) Graduation 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 May 8, 2019 Regular Board meeting. (attached)

ENC. 2

Amend the Minutes of the February 14, 2019 Board Meeting, whereby Amanda Zullo, Assessment & Planning Coordinator was appointed to a Four-Year Probationary Appointment “*Effective March 25*”, to “*Effective March 25, 2019*”.

ENC. 3

Recommend that the Board approve the Certification of Warrant for April 29, 2019 to May 31, 2019. (attached)

ENC. 4

Recommend that the Board approve the Treasurer’s Report from April 30, 2019. (attached)

ENC. 5

Recommend that the Board approve the following Donations:

1. For Our Student Stipend Fund:

United Way (March 2019)	32.17
Pepsi (April 2019)	87.59
United Way (April 2019)	<u>41.17</u>
TOTAL	\$160.93

2. Donation of \$30.00, in memory of James Dubrey, Sr., made by David & Kathleen Champagne. This donation will benefit the Automotive Program.

3. Donation of \$100.00, in memory of James Dubrey, Sr., made by Bruce & Sharon Carlin. This donation will benefit the Automotive Program.

4. Donation of \$50.00, in memory of James Dubrey, Sr., made by Seton Catholic Central. This donation will benefit the Automotive Program.

5. Donation of \$20.00, in memory of James Dubrey, Sr., made by Patrick & Evelyn McGill. This donation will benefit the Automotive Program.

6. Donation of \$25.00, in memory of James Dubrey, Sr., made by Joseph & Julie Fredette. This donation will benefit the Automotive Program.

7. Donation of \$440.00, in memory of James Dubrey, Sr., made by James & Lillian Dubrey. This donation will benefit the Automotive Program.

ENC. 5 CONTINUED

8. Donation of \$100.00, in memory of James Dubrey, Sr., made by Nancy Olsen. This donation will benefit the Automotive Program.

9. Donation of \$50.00, in memory of James Dubrey, Sr., made by Gizelle & Ricky Menard. This donation will benefit the Automotive Program.

10. Donation of \$100.00 made by the Eagles Club. This donation will benefit the Special Education students' field trip and student achievement celebration.

ENC. 6

Recommend that the Board approve the following Budget Increase:

1. 6:1:1 Autism budget from \$2,693,212 to \$2,720,003 for the 2018-2019 School Year to cover anticipated expenditures. (Co-Ser 205 – Special Education)

ENC. 7

Recommend that the Board approve the following Cross-Contract Budgets:

1. Odyssey of Mind – Washington-Saratoga-Warren-Hamilton-Essex BOCES budget in the amount of \$1,000 for the 2018-2019 school year, to accommodate for a cross contract with WSWHE BOCES and Schroon Lake. (Co-Ser 420 – ISC)

2. Instructional Planning – Washington-Saratoga-Warren-Hamilton-Essex BOCES budget in the amount of \$32,000 for the 2018-2019 school year to accommodate for a cross contract with WSWHE BOCES and Beekmantown. (Co-Ser 542 – ISC)

3. Section X Athletic Coordination – St. Lawrence-Lewis BOCES budget in the amount of \$600 for the 2018-2019 school year to accommodate for a cross contract with St. Lawrence-Lewis BOCES and Plattsburgh. (Co-Ser 557 – ISC)

4. Fixed Asset & Ins. Management – Questar III BOCES budget in the amount of \$20,540 for the 2018-2019 school year to accommodate for a cross contract with Questar III BOCES and Peru. (Co-Ser 625 – Mgmt. Services)

ENC. 8

Recommend that the Board approve the following Cross Contract Budget Increases:

1. Arts in Education - Washington-Saratoga-Warren-Hamilton-Essex BOCES budget from \$105,000 to \$200,000, for the 2018-2019 school year, to accommodate for potential increased service requests with WSWHE BOCES. (Co-Ser 406 – ISC)

2. Substitute Coordination – Franklin-Essex-Hamilton BOCES budget from \$27,328 to \$31,900 for the 2018-2019 school year, to accommodate for additional service requests with FEH BOCES and Willsboro. (Co-Ser 618 – Mgmt. Services)

ENC. 8 CONTINUED

3. Insurance ACA Reporting - Franklin-Essex-Hamilton BOCES budget from \$52,047 to \$56,900 for the 2018-2019 school year, to accommodate for additional service requests with FEH BOCES (AuSable Valley, Beekmantown, Elizabethtown-Lewis, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Schroon Lake, and Westport). (Co-Ser 634 – Mgmt. Services)

ENC. 9

Recommend that the Board approve the following Special Aid Fund Projects:

1. NYS Basic Literacy- One Work Source special aid fund project in the amount of \$125,000, for the period of July 1, 2019 through June 30, 2020 (pending State Education Department approval). (CV-TEC)
2. NYS Basic Literacy- JCEO special aid fund project in the amount of \$125,000, for the period of July 1, 2019 through June 30, 2020 (pending State Education Department approval). (CV-TEC)
3. Employment Preparation Education (EPE) special aid fund project in the amount of \$561,737, for the period of July 1, 2019 through June 30, 2020 (pending State Education Department approval). (CV-TEC)
4. WIOA, Title II, Incarcerated and Institutionalized Education special aid fund project in the amount of \$109,971, for the period of July 1, 2019 through June 30, 2020 (pending State Education Department approval). (CV-TEC)
5. WIOA, Title II, Adult Basic Education & Literacy Services special aid fund project in the amount of \$60,182, for the period of July 1, 2019 through June 30, 2020 (pending State Education Department approval). (CV-TEC)
6. North Country Region Career Pathways III Program (NCRCP3P), in the amount of \$100,000 for the period of April 1, 2019 through March 31, 2020 (Pending a fully executed contract with North Country Workforce Partnership, Inc.) (CV-TEC)
7. School Library System Basic Operating Aid (F947) in the amount of \$97,040, for the period of July 1, 2019 through June 30, 2020 (pending State Education Department Approval). (ISC)
8. School Library System Supplemental Operating Aid (F956) in the amount of \$47,385, for the period of July 1, 2019 through June 30, 2020 (pending State Education Department Approval). (ISC)
9. School Library System Categorical Aid for Automation (F949) in the amount of \$9,704, for the period of July 1, 2019 through June 30, 2020 (pending State Education Department Approval). (ISC)

ENC. 10

Recommend that the Board approve the following Special Aid Fund Project Continuations:

1. Employment Preparation Education (EPE) special aid fund project be allowed to continue providing services for the period July 1- September 30, 2019. Expenditures are not to exceed \$131,007.
2. WIOA, Title II, Adult Basic Education and Literacy Services special aid fund project be allowed to continue providing services for the period July 1- September 30, 2019. Expenditures are not to exceed \$13,160.

ENC. 10 CONTINUED

3. WIOA, Title II, Incarcerated and Institutionalized Education special aid fund project be allowed to continue providing services for the period July 1- September 30, 2019. Expenditures are not to exceed \$25,255.

4. NYS Basic Literacy- JCEO special aid fund project be allowed to continue providing services for the period July 1- September 30, 2019. Expenditures are not to exceed \$30,273.

5. NYS Basic Literacy- One Work Source special aid fund project be allowed to continue providing services for the period July 1- September 30, 2019. Expenditures are not to exceed \$29,882.

ENC. 11

Recommend increasing the “Fire Alarm Improvement Capital Project at the Plattsburgh Main Campus and Yandon-Dillon Facility” total project cost from \$295,000 to \$330,000 due to additional construction costs. Original project cost approved at the December 13, 2017 Board Meeting. (Administration)

ENC. 12

Recommend, based on Tetra Tech’s review and approval, that the Board award the Fire Alarm Improvement Capital Project at the Plattsburgh Main Campus and Yandon-Dillon Facility to Johnson Controls of Williston, VT in an amount not to exceed \$330,000. The work shall take place in accordance with the terms and conditions of New York State Contract PT 63104 and will be compliant with SED Capital Project construction requirements. Project work is scheduled to begin immediately with an anticipated completion date of September of 2019 and prior to the commencement of the 2019-20 academic school year.

ENC. 13

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Joseph Lavorando for Legal Services as needed, at a rate of \$125 per hour for the period July 1, 2019 through June 30, 2020. (Administration) (attached)

2. Agreement between Clinton-Essex-Warren-Washington BOCES and Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP for Legal Services as needed, at a rate of \$215 per hour for partners services and \$185 per hour for associates services for the period July 1, 2019 through June 30, 2020. (Administration) (attached)

3. Agreement between Clinton-Essex-Warren-Washington BOCES and Harris Beach, PLLC for Legal Services as needed, at a rate of \$200 per hour for attorney services and \$100 per hour for law clerk, paralegal, and legal research services for the period July 1, 2019 through June 30, 2020. (Administration) (attached)

4. Agreement between Clinton-Essex-Warren-Washington BOCES and Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC for Legal Services as needed, at a rate of \$195 per hour for school attorney services and \$85 per hour for paralegal services for the period July 1, 2019 through June 30, 2020. (Administration) (attached)

ENC. 13 CONTINUED

5. Agreement between Clinton-Essex-Warren-Washington BOCES and Prism Decision Systems, LLC under which Prism Decision Systems will provide planning and facilitation support to assist BOCES in accelerating and improving the BOCES-wide strategic plan for continuous academic improvement. Agreement services will take place during the 2019-2020 school year for an amount not anticipated to exceed \$15,122. (Administration) (attached)
6. Agreement between Clinton-Essex-Warren-Washington BOCES and Kelly McGinn for the purpose of obtaining Medicaid Speech oversight services including quarterly provider meetings, student observations, phone conferences, and Medicaid document review at a rate of \$100 per hour for the 2019-2020 school year. The current estimated annual expenditure for the agreement is \$29,450. (Special Education) (attached)
7. Agreement between Clinton-Essex-Warren-Washington BOCES and Dr. David Hedden for the purpose of obtaining professional psychiatric and consultation services in connection with the Special Education Day Treatment Program at a rate of \$183 per hour for the 2019-2020 school year. The current estimated annual expenditure for the agreement is \$16,825. (Special Education) (attached)
8. Agreement between C-E-W-W BOCES and Behavioral Health Services North, Inc. (BHSN) for the purpose of obtaining management services with regards to Special Education's Adventure Based Counseling, Youth Development, Intensive Therapeutic Support Program, and Family Enrichment Program, at a "not to exceed" rate of \$150 per hour for the 2019-2020 school year. The current estimated annual expenditure for the agreement is \$16,200. (Special Education) (attached)
9. Agreement between Clinton-Essex-Warren-Washington BOCES and The New England Center for Children for the purpose of obtaining clinical and educational consultation services for the 2019-2020 school year. The current estimated annual expenditure for the agreement is \$85,000. (Special Education) (attached)
10. Agreement between Clinton-Essex-Warren-Washington BOCES and The New England Center for Children for the purpose of establishing BOCES as an implementation site for the Autism Curriculum Encyclopedia (ACE) program for the 2019-2020 school year. The current estimated annual expenditure for the agreement is \$15,325. (Special Education) (attached)
11. Agreement between Clinton-Essex-Warren-Washington BOCES and Gaylen Bigelow for the purpose of obtaining Medical Director services and consulting services at the Yandon-Dillon, WAF, and Satellite Campus to assist staff in planning, developing, and implementing a sound school health program for a monthly stipend of \$800 per month plus allowances. The agreement shall be for the duration of the 2019-2020 school year with a current estimated annual expenditure of \$10,800. (Special Education) (attached)

ENC. 14

Recommend that the Board approve a resolution to participate in the following Cooperative Purchasing Alliances:

Whereas; Clinton-Essex-Warren-Washington BOCES pursuant to the authority granted in General Municipal Law, Article 5A (Public Contracts), Section 103 desires to participate in the following Cooperative Purchasing Alliances: OMNIA Partners Public Sector, Keystone Purchasing Network (KPN), National Cooperative Purchasing Alliance (NCPA), Sourcewell, and PEPPM Technology Cooperative Purchasing Program;

ENC. 14 CONTINUED

Whereas; Section 103 of the General Municipal Law permits Clinton-Essex-Warren-Washington BOCES to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by Clinton-Essex-Warren-Washington BOCES therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities;

Whereas; Clinton-Essex-Warren-Washington BOCES desires to participate for the purpose of fulfilling and executing its respective public governmental purposes, goals, objectives, programs and functions;

Whereas; Clinton-Essex-Warren-Washington BOCES has reviewed the benefits of participating in these programs and based on this review has concluded the programs will provide the best value to taxpayers of Clinton-Essex-Warren-Washington BOCES through anticipated savings to be realized;

NOW, THEREFORE, BE IT RESOLVED; by the Governing Board of Clinton-Essex-Warren-Washington BOCES is authorized to participate in the OMNIA Partners Public Sector, Keystone Purchasing Network (KPN), National Cooperative Purchasing Alliance (NCPA), Sourcewell, and PEPPM Technology Cooperative Purchasing Program on behalf of Clinton-Essex-Warren-Washington BOCES.

ENC. 15

Recommend that the Board approve the following Agreement Renewal Term:

1. Agreement renewal between Clinton-Essex-Warren-Washington BOCES and Preferred Group Plans, Inc. (PGP) for Health Reimbursement Arrangement (HRA) plan services, I.R.C. Sections 105 and 106, to be administered by PGP on behalf of BOCES for the period of July 1, 2019 through June 30, 2020; and for an I.R.C. Section 125 Cafeteria Plan for the period of October 1, 2019 through September 30, 2020. The total estimated expenditure for the services is \$11,000. (Administration)

ENC. 16

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 III Program (NCRCP3P) in an amount not to exceed \$100,000. The period of the agreement is April 1, 2019 through March 31, 2020. (CV TEC) (attached)

ENC. 1

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

DRAFT

DATE: May 8, 2019
KIND OF MEETING: Regular Board Meeting
PLACE: Instructional Services Center, Plattsburgh, NY

Board Members Present:

Larry Barcomb
Leisa Boise
Jane Donahue
Evan Glading
Linda Gonyo-Horne
Richard Harriman, Sr.
Donna LaRocque
Richard Malaney
Ed Marin
Bruce Murdock
Lori Saunders
Florence Sears
Michael St. Pierre

Board Members Absent:

Patricia Gero
Thomas McCabe

Executive Officer:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Others Present:

Eric Bell
Teri Calabrese-Gray
James McCartney III
Meghan Zedick
Christine Myers
Michael Horne
Daniel Valenzuela
Jenn Christiansen
Michele Friedman
Amanda Zullo

MEETING
TO ORDER

The Board President called the meeting to order at 6:48 p.m.

DRAWING OF
LOTS FOR CVES
BOARD MEMBER
TERMS

Dr. Davey first congratulated all (8) newly elected Board members, welcoming back those returning Board members and also the new members joining the CVES Board. Next, Meaghan Rabideau the CVES District Clerk, drew lots for the (6) three-year term seats and the (2) two-year term seats. The following are the results of the drawing:

Three-year term commencing July 1, 2019 – June 30, 2022:

Scott Thurber – Peru Central School District
Michael St. Pierre – Crown Point Central School District
Doug Spilling – Elizabethtown-Lewis-Westport Central School District
Lori Saunders – Saranac Central School District
Linda Gonyo-Horne – Northeastern Central School District
Richard Malaney – Putnam Central School District

Two-year term commencing July 1, 2019 – June 30, 2021:

Patricia Gero – AuSable Valley Central School District
Richard Harriman, Sr. – Northern Adirondack Central School District

BOARD MEMBER
APPOINTMENTS

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board appoint Mrs. Linda Gonyo-Horne, Mrs. Florence Sears, Mrs. Patricia Gero and Mrs. Jane Donahue to the CVES Board of Cooperative Educational Services through June 30, 2019. Mrs. Gonyo-Horne, Mrs. Sears and Mrs. Donahue signed and filed the Oath of Office with the Board Clerk. Mrs. Gero will sign the Oath of Office and file with the Board Clerk. All Board Members present voted yes—motion carried.

EXECUTIVE
SESSION

Mrs. LaRocque moved, seconded by Mr. Murdock, that the Board go into Executive Session at 7:00 p.m., for the following reasons: #4 - A matter of discussion regarding proposed, pending or current litigation; #5 - A matter of collective negotiations pursuant to article 14 of Civil Service Law (the Taylor Law); #6 - A matter of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation; #9 - A matter related to a specific student of the district. The Board was provided a brief presentation summarizing the District Superintendent's 2018-19 evaluation, their utilization of the SuperEval online evaluation instrument, and consideration of items related to the District Superintendent's potential contract updates. Second, Meghan Zedick, Esq. an attorney with Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC., shared an update on several legal matters including pending litigation, several contract recommendations, and a FOIL matter. Third, a labor relations update was shared including gathering feedback on continuing negotiations with several individuals and various bargaining units. Fourth, several confidential personnel matters and recommendations were reviewed, and lastly, a matter related to a specific student was discussed. All Board Members present voted yes—motion carried.

Mr. Murdock moved, seconded by Mrs. Boise, that the Board come out of Executive Session at 7:53 p.m. All Board Members present voted yes—motion carried.

OPINIONS &
CONCERNS FROM
AUDIENCE

Dr. Davey gave special acknowledgement regarding the CV-TEC students that recently attended the SkillsUSA statewide competition for their outstanding work. Mrs. Friedman, Director of Career and Technical Education, announced that ten students were awarded medals, three of which won gold and they will now go on to compete at the national level in Louisville, Kentucky. Board member Linda Gonyo-Horne indicated that a co-worker attended the SkillsUSA competition and accompanied our students as a chaperone. The individual commended all of CV-TEC's students that attended for their hard work and dedication and also commented on the professionalism and leadership of the teaching staff. Next, Mr. Daniel Valenzuela, Special Education Principal, informed the Board that during the month of April their team raised over \$2,200.00 for Autism Awareness. The fund raising events included raffles, baskets, and a spaghetti luncheon with all proceeds going to the Autism Alliance. The Special Olympics Torch Run will be held on May 31st at 11:00 a.m. and the entire Board was invited to attend. Board member Lori Saunders attended the Easter Egg Hunt at the Plattsburgh main campus' Special Education division, and she noted the creativity of the staff and that the students truly enjoyed the event. Lastly, Mrs. Jennifer Christiansen,

Special Education Principal, discussed CVES' implementation of the PBIS Framework, and that CVES has had several students participate in projects to support the Special Education-CV-TEC partnership; it has been very successful.

STRATEGIC PLAN
SURVEY RESULTS

Dr. Davey and Ms. Teri Calabrese-Gray introduced CVES' new Assessment and Planning Coordinator, Ms. Amanda Zullo. Ms. Zullo, recently joined CVES in her new role coming from the NYS Education Department (NYSED). Following her welcome and introduction, Ms. Zullo gave a PowerPoint presentation on the 2019 Strategic Plan Survey Results. Her presentation included several highlights including that this is CVES's 6th year of surveying CVES employees to gather feedback about organizational climate and to help provide input on future ongoing improvement efforts. Ms. Zullo explained the changes made to the survey and questions asked this year which realigned the five priority areas identified by the District Planning Team in the Fall of 2018. These priorities included: (1) Retaining a High Quality Staff, (2) Communication, (3) Five Year Budgeting, (4) Professional Development, and (5) Social Emotional Learning and Mental Health. This year, 199 CVES employees participated in the survey, down slightly from 210 last year. Numerous survey questions were reviewed in depth and discussed, examining trends of the responses over the past years for improvement, and areas of continued focus. This information will be shared with each division and the data will be used to assist in the end-of-year summary, to support and inform the 2019-20 strategic plan update, and modify or adjust divisional plans.

CAPITAL PROJECT
UPDATE

Mr. Eric Bell provided a CVES Capital Project Update to the Board starting with the status of design for the voter approved Capital Project. The design development update phase with CVES' design team and Tetra Tech of the project is wrapping-up. Sano-Rubin, the Construction Management firm, is in the process of reviewing the updated detailed design documents to provide estimates to the project. Next, Mr. Bell reviewed project challenges that are being remediated, an environmental update that identified limited materials in need of abatement and also indicated that the project remains on schedule for project documents to be submitted to SED by mid-August. Lastly, Mr. Bell discussed two mini-capital project items including the 2018-19 Fire Alarm Project and the 2019-20 Water Line and Lighting Project. Dr. Davey and Mr. Bell emphasized the importance of aligning CVES' annual mini-capital projects, our yearly/annual Operations and Maintenance (O & M) work with our Capital Project. CVES and Tetra Tech are working to insure there is strong communication and prioritization on the related matters.

PREVIOUS
MINUTES

Mrs. LaRocque moved, seconded by Mr. Murdock, that the Board approve the minutes of the April 10, 2019 Annual Board meeting as presented. All Board Members present voted yes—motion carried.

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board approve the minutes of the April 10, 2019 Regular Board meeting as presented. All Board Members present voted yes—motion carried.

CONSENT
AGENDA
FINANCIAL

Mrs. LaRocque moved, seconded by Mr. Murdock, to approve the following Consent Agenda Financial items 10a-10f as presented. All Board Members present voted yes—motion carried.

CERTIFICATION
OF WARRANT

(10a) Approve the Certification of Warrant for April 1, 2019 to April 26, 2019 as presented.

TREASURER'S
REPORT

(10b) Approve the Treasurer's Report from March 31, 2019.

BUDGETS

(10c) Approve the following Budgets:

1. Summer School Aged Non-Specified Programs Budget in the amount of \$400,653 for the 2019-2020 school year. (Co-Ser 940 – Special Education)
2. Summer School Aged 6:1:1 Autism Budget in the amount of \$151,241 for the 2019-2020 school year. (Co-Ser 941 – Special Education)
3. Summer School Aged Intensive Therapeutic Support Program (ITSP) Budget in the amount of \$47,711 for the 2019-2020 school year. (Co-Ser 943 – Special Education)
4. Summer School Aged Related Service Only Budget in the amount of \$3,499 for the 2019-2020 school year. (Co-Ser 962 – Special Education)
5. Summer School Aged 1:1 T/A Budget in the amount of \$34,257 for the 2019-2020 school year. (Co-Ser 964 – Special Education)
6. Summer School Aged 1:1 Nurse Budget in the amount of \$7,203 for the 2019-2020 school year. (Co-Ser 965 – Special Education)
7. Summer School Aged 1:1 Aide Budget in the amount of \$255,361 for the 2019-2020 school year. (Co-Ser 966 – Special Education)
8. Yandon-Dillon Cafeteria Fund RSY Budget in the amount of \$147,925 for the 2019/2020 school year. (Co-Ser C791 – School Lunch Fund)
9. William A Fritz Cafeteria Fund RSY Budget in the amount of \$190,841 for the 2019/2020 school year. (Co-Ser C791 – School Lunch Fund)
10. William A Fritz Cafeteria Fund ESY Budget in the amount of \$16,642 for the 2019/2020 school year. (Co-Ser C791 – School Lunch Fund)

SPECIAL AID
FUND PROJECT

(10d) Approve the following Special Aid Fund Project:

1. High School Equivalency Test Administration special aid fund project, in the amount of \$7,397, for the period of January 1, 2019 through December 31, 2019 (pending an executed contract with NYS). (CV-TEC)

AGREEMENT

(10e) Approve the following Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and the New York State Education Department (NYSED) for a contract to fund High School Equivalency (HSE) Test Administration from January 1, 2019 through December 31, 2022 in the amount of \$29,588, with the option to renew for an additional one year period from January 1, 2023 through December 31, 2023. The initial contract period will commence January 1, 2019 and end December 31, 2019. The funding amount paid to BOCES for this term shall be \$7,397. (CV-TEC)

CVES TOTAL
BUDGET

(10f) Approve the total CVES budget for the 2019-20 school year in the amount of \$39,449,707.00.

CONSENT
AGENDA
PERSONNEL

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, to approve the following Consent Agenda Personnel items 12a–12i as presented. All Board Members present voted yes—motion carried.

RESIGNATIONS
JAVA-
FARNSWORTH,
COMES, SELLER,
ROBERTS,
RUSSELL,
VANDERBOGART

(12a) Accept the following letters of Resignation:

1. Kelly Java-Farnsworth, Teaching Assistant, Effective April 13, 2019
2. Penny Comes, Teacher Aide/Student Aide, Effective May 9, 2019 (for the purpose of accepting Teaching Assistant position)
3. Madeline Seller, Teaching Assistant, Effective May 9, 2019 (for the purpose of accepting Special Education Teacher position)
4. Lynsey Roberts, Cook Manager, Effective May 7, 2019
5. Francis Russell, Adult Education Hourly Non-Contract, Substitute CDL Driver, Effective April 17, 2019
6. Angela Vanderbogart, Teacher Aide/Student Aide, Effective September 1, 2019 (for the purpose of accepting Food Service Helper position)

LEAVE OF
ABSENCE
VAN ALPHEN

(12b) Accept the following Leave of Absence:

1. Heather Van Alphen, one-half day of unpaid leave per day for the month of May 2019.

FOUR-YEAR
PROBATIONARY
APPOINTMENTS
SELLER, COMES

(12c) Appoint the following person(s) to a Four-Year Probationary Appointment as follows:

1. Madeline Seller, Special Education Teacher, Effective May 9, 2019, Annual Base

Salary of \$43,645.00, Pro-Rated Salary of \$7,419.62.

2. Penny Comes, Teaching Assistant, Effective May 9, 2019, Annual Base Salary of \$20,841.00, Pro-Rated Salary of \$3,542.94.

(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).

CIVIL SERVICE
PROBATIONARY
APPOINTMENTS
LADUKE,
VANERBOGART,
MASTIC,
LECUYER

(12d) Appoint the following person(s) to a 52-week Civil Service Probationary appointment as follows:

1. Mary Laduke, Cook Manager, Effective September 1, 2019, Annualized Salary of \$25,500.00.
2. Angela Vanderbogart, Food Service Helper, Effective September 1, 2019, Annualized Salary of \$16,516.00 (Salary will increase once contractual agreement of 18-19 and 19-20 is approved)
3. Michael Mastic, Groundskeeper, Effective May 20, 2019, Annualized Salary of \$29,421.00, Prorated Salary of \$3,394.73.
4. Angie Lecuyer, Teacher Aide/Student Aide, Effective May 13, 2019, Annualized Salary of \$15,976.00, Prorated Salary of \$2,569.01.

PERMANENT
APPOINTMENT
COON

(12e) Grant a Permanent appointment (Civil Service) to the following person(s):

1. Jeffery Coon, Building Maintenance Mechanic/ Heating & Ventilating Mechanic, Effective October 30, 2018.

PART-TIME
HOURLY
APPOINTMENT
GERMAN

(12f) Appoint the following person to a part-time hourly appointment for the 2019-2020 school year:

Food Service Helper Hourly (\$12.00/hour)
Irvin German

FACILITATORS

(12g) Approve the following list of Facilitators for the period of May 9, 2019 through June 30, 2019:

Facilitator (\$30.00/hour)

Athena Angelos
Donna Wyant
Jennifer Daniels

SUBSTITUTES

(12h) Approve the following list of Substitute and Temporary-On-Call appointments for the 2018-19 school year:

<u>Name</u>	<u>Position</u>
Breanna Harris	Teacher Aide/Student Aide
Elora Romano	Teaching Assistant
Breanna Harris	Teaching Assistant
Tracey Luoma	Teaching Assistant
Janice Hart	Teaching Assistant
Breanna Harris	Teacher
Tracey Luoma	Teacher

AUTHORIZATION OF INDIVIDUAL TO COLLECT MONEY

(12i) Authorize the following individual(s) to collect money as noted for the remainder of the 2018-19 school year:

Mineville Campus Cafeteria

Adele Huchro - Collection of Cafeteria Sales Income

MEMORANDUM OF AGREEMENT WITH CEWW BOCES 12-MONTH SUPPORT STAFF

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board approve the following resolution:

BE IT RESOLVED, upon the recommendation of the District Superintendent, that the CVES Board approves the District Superintendent to sign the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the CEWW BOCES 12-Month Support Staff, dated March 25, 2019, whereas the title of Groundskeeper is being created in the CEWW BOCES 12-Month Support Staff Unit. All Board Members present voted yes—motion carried.

REQUEST FOR APPROVAL TO ATTEND CONFERENCE/WORKSHOP

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board approve the following Request for Approval of Attendance to Conference/Workshop for the following Board Members:

Linda Gonyo-Horne & Richard Harriman, Sr.
Rural Schools Association Summer Conference
July 7-9, 2019 Otesaga Resort, Cooperstown, NY (overnight accommodations needed)

All Board Members present voted yes—motion carried.

2019-20 CVES BOARD MEETING DATES

Mr. Murdock moved, seconded by Mrs. Saunders, that the Board approve the following CVES Board Meeting dates for the 2019-20 school year:

July 10, 2019 – Mineville

August 21, 2019 – Plattsburgh
September 11, 2019 – Mineville
October 9, 2019 – Plattsburgh
November 13, 2019 – Mineville
December 11, 2019 – Plattsburgh
January 8, 2020 – Mineville
February 12, 2020 – Plattsburgh
March 11, 2020 – Mineville
April 8, 2020 – Plattsburgh
May 13, 2020 – Mineville
June 10, 2020 – Plattsburgh
All Board Members present voted yes—motion carried.

10-MONTH CSEA
(SUPPORT STAFF)
AGREEMENT

Mrs. LaRocque moved, seconded by Mrs. Saunders, that the Board ratify the Agreement by and between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the 10-Month CSEA (Support Staff) Group, effective July 1, 2018 through June 30, 2021. All Board Members present voted yes—motion carried.

AIA AGREEMENT

Mr. Murdock moved, seconded by Mrs. Saunders, that the Board approve the following resolution:

WHEREAS, the Clinton-Essex-Warren-Washington BOCES (CEWW BOCES) has selected Tetra Tech Engineers, Architects & Landscape Architects, P.C. (d/b/a Tetra Tech Architect & Engineers) as its Architect for its Capital Improvement Project (the “Project”); and

WHEREAS, CEWW BOCES, its legal counsel and Tetra Tech Architect & Engineers have negotiated an amended AIA B132-2009 agreement for Architect services relative to the Project (the “Agreement”); and

NOW THEREFORE, the Board approves the retention of Tetra Tech Architect & Engineers to proceed with the performance of architect services for the Project in accordance with the terms and conditions of the Agreement, and authorizes the District Superintendent to execute such Agreement, with such revisions as are recommended by legal counsel, and to take all actions necessary on behalf of CEWW BOCES in effectuating the terms of the Agreement. All Board Members present voted yes—motion carried.

CONTRACT

Mrs. Saunders moved, seconded by Mr. Murdock, that the Board approve the following Contract:

Contract between Clinton-Essex-Warren-Washington BOCES and Atlantic Testing Laboratories, Limited (ATL) under which ATL will provide Abatement Design Services for the Capital Project based on prior testing performed by ATL for asbestos, PCB’s, RCRA metal, and LBP at the Plattsburgh Main Campus, Plattsburgh Satellite Campus,

and Mineville Campus. Services will take place under the direction of Tetra Tech for a current estimated cost not to exceed \$15,000. (Management Services) All Board Members present voted yes—motion carried.

CONTRACTUAL
BUDGET
INCREASE

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board approve the following Contractual Budget Increase:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and The Dente Group for \$8,000 to accommodate additional testing services, bringing the total contract expenditure to an amount not to exceed \$56,810. (Management Services)
All Board Members present voted yes—motion carried.

DISTRICT SUPT.
UPDATE

Dr. Davey thanked CVES' administrators and staff for all of their time, hard work and engagement in the various Open Houses, student activities and celebrations they provided at recent CVES events. Mrs. Jen Christiansen shared that the Adirondack Semi-formal will be on May 15, 2019. Next, Dr. Davey shared an update on the NYS' recent state Computer Based Testing implementation; NYSED's Mathematics online testing in grades 3-8 had proven more successful during its administration recently. Third, Dr. Davey indicated that there are several Senior SED leadership vacancies at this time, and he briefly discussed updates on substantial equivalency and a recent court ruling. Fourth, Dr. Davey congratulated Board members on their election and re-election to the CVES Board and thanked Board members, in advance, for using their laptops to begin the evaluation of the DS using the SuperEval program. Fifth, a brief Workers' Compensation & Health Insurance Consortium update was provided regarding several memorandums of understanding (MOAs) that are now in place and potential recommended changes going before the Board of Directors in June. Sixth, Dr. Davey shared an update regarding his role as Elizabethtown-Lewis-Westport (ELW) CSD's Interim Superintendent and he provided information regarding the recent budget hearing information and their upcoming Budget Vote on May 21, 2019. Next, Mr. Eric Bell shared that CVES' has been approved for the Community Eligibility Provision (CEP), providing free breakfast and lunch for all students beginning this summer. CVES also was awarded the Cafeteria Equipment Grant that was applied for and will be supplied with funding for a new salad bar line.

Lastly, Dr. Davey reminded the Board of upcoming CVES important dates:

- CV-TEC NTHS Plattsburgh – Tues, May 14, 2019
- CV-TEC Mineville – Weds, May 22, 2019
- Skills USA Banquet - Weds, May 29, 2019
- North Country Loggers Awards Banquet – Thurs, June 6, 2019
- WAF Graduation Ceremony – Fri, June 14, 2019
- HSED Graduation – Sat, June 15, 2019
- CV-TEC Mineville Graduation – Weds, June 19, 2019
- CV-TEC Plattsburgh Graduation – Thurs, June 20, 2019

OTHER

An Audit Committee update was provided by Mr. Eric Bell, who indicated that there will be three recommendations to go before the CVES Board in June. In follow-up to the

2017-18 Corrective Action Plan, it was recommended by the committee to re-establish the Employee Benefit Accrued Liability Reserve, and establish a Teachers' Retirement System Reserve sub-fund and lastly to review the CTE Equipment Reserve Policy. The committee would like administration to analyze funding for each of these reserves and make a recommendation to the Board in June.

NEXT BOARD MEETING

The next Board meeting will be held on Wednesday, June 12, 2019, at the Instructional Services Center in Plattsburgh. An anticipated Executive Session will begin at 6:30 p.m., monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mr. Harriman Sr., to adjourn the meeting at 9:19 p.m. All Board Members present voted yes—motion carried.

DRAFT

Meaghan Rabideau, Board Clerk

ENC. 3

MEMO

To: Meaghan Rabideau, BOCES Board Clerk
Clinton-Essex-Warren-Washington BOCES
From: Angela Jennette, Claims Auditor
Date: June 3, 2019
Re: Report for Board Agenda for June 12, 2019 Meeting

The following warrant claims were reviewed from April 29, 2019 to May 31, 2019:

<u>Warrant No. & Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #43 - 05/02/2019	*Check Nos: 225118-225196**	\$ 405,214.33
W #44 - 05/09/2019	*Check Nos: 225212-225348**	\$ 835,158.81
W #45 - 05/16/2019	*Check Nos: 225404-225482**	\$ 687,709.69
W #46 - 05/23/2019	*Check Nos: 225484-225554**	\$ 180,824.83
W #47 - 05/30/2019	*Check Nos: 225621-225670	\$ 129,685.06

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

IRS-EFTPS:

PR #23- Wire #941-043019- Warrant #43;
PR #24- Wire # 941-051519- Warrant #45;

NYS Promptax:

PR #23- Wire #NYS-043019- Warrant #43;
PR #24- Wire #NYS-051519- Warrant #46;

Omni Financial Group:

PR #24- Wire #OMN-051519- Warrant #45;
PR #25- Wire #OMN-053119- Warrant #47;

NYS Office of Comptroller ERS Retirement & Loans: PR#22&23-Wire #ERS-APR19-Warrant #46;

Health Insurance Consortium Payments:

5/2/19	\$ 1,678,178.69
5/9/19	\$ 1,889,300.32
5/16/19	\$ 1,605,691.02
5/23/19	\$ 2,065,636.29
5/30/19	\$ 1,596,261.66

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

Internal Claims Auditor
(Signature) _____



CC: Eric Bell
Christine Myers

Date	Warrant	Vendor #	Claim Audit Finding:	Summary Business Office Response :	Resolution/Options:
05/01/19	Pending W#43	11520	Invoices 6 months old.	Backlog in payroll due to assistance provided during the transition and restructuring of the Employee Services department.	Approved for final warrant.
05/01/19	Pending W#43	13793	Travel claim over 60 days old, reoccurrence. Purchase made without Purchase Order requested.	Claim adjusted to remove days over 60 days and letter sent to employee.	Approved for final warrant.
05/01/19	Pending W#43	15168		Purchasing Agent will review process with Division.	Approved for final warrant.
05/02/19	Final W#43				\$405,214.33
05/08/19	Pending W#44	11520	Invoices over 4 months old.	Backlog in Payroll due to transition of new staff in Employee Services.	Approved for final warrant.
05/08/19	Pending W#44	5804	Division not forwarding invoices to Accounts Payable in a timely manner causing late payments.	Division informed that invoices need to be forwarded to Accounts Payable in a timely manner for payment.	Approved for final warrant.
05/19/19	Final W#44				\$835,158.81
05/15/19	Pending W#45	11230	Travel claim over 60 days, first offense.	Memo sent to employee for timely submission requirements.	Removed from final warrant.
05/15/19	Pending W#45	11768	Commute deduct needed.	Will add commute deduct and inform employee.	Removed from final warrant.
05/16/19	Final W#45				\$687,709.69
05/22/19	Pending W#46	2346	Travel claim over 60 days, first offense.	Memo sent to employee for timely submission requirements.	Approved for final warrant.
05/22/19	Pending W#46	11598	Invoices over 60 days. Two invoices from previous year.	Project got delayed at multiple stages for unanticipated circumstances and events that required additional materials, time, etc. Vendor not paid until IT verified all components properly installed and functional.	Approved for final warrant.
05/23/19	Final W#46				\$180,824.83
05/29/19	Pending W#47	6670	Invoices over 3.5 months.	Invoice held for clarification on charges for merged district items. Resolved and paid upon further information by attorney.	Approved for final warrant.
05/30/19	Final W#47				\$129,685.06

**CLINTON-ESEX-WARREN-WASHINGTON BOCES
TREASURER'S REPORT - APRIL 30, 2019**

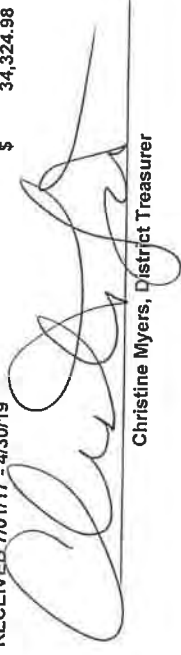
	Cash Balance		Cash Receipts		Cash Disbursements		Cash Balance		Cash Receipts		Cash Disbursements		Cash Balance	
	March 31, 2019	April	April	April	April	April	April 30, 2019	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date	April 30, 2019	
i. CHECKING ACCOUNTS														
TD Bank - Depository														
General Fund	\$ 3,824,364.39	\$ 2,296,652.31	\$ 3,165,997.77	\$ 2,955,018.93	\$ 36,523,329.43	\$ 38,507,069.91	\$ 2,955,018.93	\$ 38,507,069.91	\$ 36,523,329.43	\$ 38,507,069.91	\$ 2,955,018.93	\$ 38,507,069.91	\$ 2,955,018.93	
Special Aid Fund	\$ 189,947.18	\$ 58,341.18	\$ 129,332.85	\$ 118,955.51	\$ 2,256,866.75	\$ 1,908,543.77	\$ 118,955.51	\$ 1,908,543.77	\$ 2,256,866.75	\$ 1,908,543.77	\$ 118,955.51	\$ 1,908,543.77	\$ 118,955.51	
Trust & Agency Fund	\$ 448,952.56	\$ 40,204.40	\$ -	\$ 489,156.96	\$ 596,561.52	\$ 186,282.00	\$ 489,156.96	\$ 186,282.00	\$ 596,561.52	\$ 186,282.00	\$ 489,156.96	\$ 186,282.00	\$ 489,156.96	
School Lunch Fund	\$ (36,521.02)	\$ 10,322.68	\$ 11,104.76	\$ (37,303.10)	\$ 67,778.41	\$ 97,822.78	\$ (37,303.10)	\$ 97,822.78	\$ 67,778.41	\$ 97,822.78	\$ (37,303.10)	\$ 97,822.78	\$ (37,303.10)	
Capital Fund	\$ (71,229.52)	\$ -	\$ 3,665.40	\$ (74,894.92)	\$ -	\$ 73,735.73	\$ (74,894.92)	\$ 73,735.73	\$ -	\$ 73,735.73	\$ (74,894.92)	\$ 73,735.73	\$ (74,894.92)	
Private Purpose Trust Fund	\$ -	\$ -	\$ 100.00	\$ (100.00)	\$ 4,015.52	\$ -	\$ (100.00)	\$ 4,015.52	\$ -	\$ 4,015.52	\$ (100.00)	\$ 4,015.52	\$ (100.00)	
TD Bank - Operating														
General	\$ 439,716.89	\$ 3,061,740.00	\$ 3,155,877.53	\$ 345,579.36	\$ 40,001,700.52	\$ 39,768,989.91	\$ 345,579.36	\$ 39,768,989.91	\$ 40,001,700.52	\$ 39,768,989.91	\$ 345,579.36	\$ 39,768,989.91	\$ 345,579.36	
SAVINGS ACCOUNTS														
NYCLASS														
Trust Fund Non-Expendable	\$ 11,736.43	\$ 22.20	\$ -	\$ 11,758.63	\$ 499.26	\$ -	\$ 11,758.63	\$ 499.26	\$ -	\$ 499.26	\$ -	\$ 499.26	\$ 11,758.63	
Private Purpose Trust Fund	\$ 11,312.90	\$ 21.33	\$ -	\$ 11,334.23	\$ 492.25	\$ 500.00	\$ 11,334.23	\$ 492.25	\$ 500.00	\$ 500.00	\$ 11,334.23	\$ 492.25	\$ 11,334.23	
TOTAL CASH ON HAND	\$ 4,818,279.81			\$ 3,819,505.60	\$ 79,451,243.66	\$ 80,547,059.62	\$ 3,819,505.60	\$ 80,547,059.62	\$ 79,451,243.66	\$ 80,547,059.62	\$ 3,819,505.60	\$ 80,547,059.62	\$ 3,819,505.60	

ii. RECONCILIATION TO BANK STATEMENTS

	April 30, 2019	April 30, 2019	Less: Outstanding	April 30, 2019
	Bank Balance	Transit	Checks	Cash Balance
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 512,902.59	\$ 75.00	\$ (167,388.23)	\$ 345,579.36
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 3,450,833.38	\$ -	\$ -	\$ 3,450,833.38
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 786.94	\$ -	\$ -	\$ 786.94
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 688.13	\$ -	\$ -	\$ 688.13
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,758.63	\$ -	\$ -	\$ 11,758.63
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 16.40	\$ -	\$ -	\$ 16.40
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 9,842.76	\$ -	\$ -	\$ 9,842.76
TOTAL CASH ON HAND	\$ 3,819,505.60	\$ 79,451,243.66	\$ 80,547,059.62	\$ 3,819,505.60

GENERAL FUND INTEREST RECEIVED 7/01/17 - 4/30/19 \$ 34,324.98

PREPARED BY:


Christine Myers, District Treasurer

DATED:

5/30/19

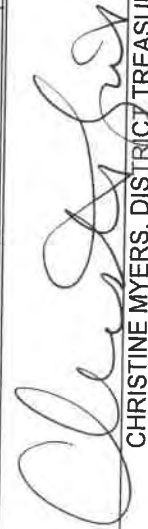
TOTAL CASH ON HAND

\$ 3,819,505.60

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

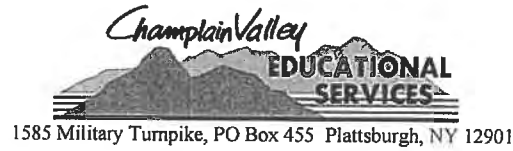
FOR THE PERIOD 04/01/2019 TO 04/30/2019

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	12,601.60	0.00	12,601.60	744.09	11,857.51
SKILLS USA - MINEVILLE	1,028.09	967.17	450.00	1,417.17	400.00	1,017.17
NO. COUNTRY LOGGERS	608.58	608.58	0.00	608.58	0.00	608.58
IMAGE MAKERS	0.00	5.50	0.00	5.50	0.00	5.50
REFLECTIONS	247.30	882.57	0.00	882.57	0.00	882.57
LPN CLASS	1,265.06	3,100.31	1,693.00	4,793.31	1,250.00	3,543.31
ANIMAL SCIENCE	553.30	0.00	0.00	0.00	0.00	0.00
RAZOR'S EDGE	699.26	985.07	0.00	985.07	0.00	985.07
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	0.00	0.00	0.00	0.00	0.00
TOTAL	9,242.04	19,150.80	2,143.00	21,293.80	2,394.09	18,899.71


 CHRISTINE MYERS, DISTRICT TREASURER

5/14/19
 DATE

4/30/2019 Bank Balance \$ 19,752.81
 Add: Deposits in Transit \$ -
 Less: Outstanding Checks \$ (853.10)
 4/30/2019 Balance on Hand \$ 18,899.71



RECEIVED

JUN 06 2019

OFFICE OF DISTRICT SUPT.
CEWW BOCES

**Request for Special Aid Project Operation/Continuation
Expenditure Report**

This request must be submitted to the School Business Official at least 45 days prior to the effective date to ensure continuity of program services.

Date

Special Aid Project Name:

Special Aid Project Coser #:

Special Aid Project Term: From: To:

Anticipated Award Amount:

Period Requesting Continuation (90 Days Max)

From: To:

Approvals Received:

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$266,883.00		\$61,809.00
16x (support salaries)	\$26,712.00		\$6,678.00
200 (equipment)			
3xx (supplies)	\$20,000.00		\$5,000.00
305 (supplies greater than \$500.00)			
4xx (contractual)	\$60,000.00		\$12,000.00
46x (travel)	\$20,000.00		\$5,000.00
490 (BOCES/School Districts)	\$26,031.00		\$6,000.00
8xx (Fringe Benefits)	\$133,675.00		\$34,520.00
95x (O & M)			
9xx (Indirect Costs)	\$8,436.00		
Total	\$561,737.00		\$131,007.00

** In the following section, please give a detailed description of the project's anticipated expenditures by budget code. Please ensure that requested expenditures are limited to those absolutely necessary to maintain project services until programmatic and fiscal approvals are received.

Description of Anticipated Expenses

15X (Certified Salaries)	Salaries and summer days for 90 days to continue project
16X (Support Salaries)	Salaries for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	Supplies necessary to continue EPE program
305 (Supplies greater than \$500)	
4XX (Contractual)	Rent, DSL, phone, advertising, copier and other contractual expenses
46X (travel)	Travel to attend EPE related meetings, trainings, conferences, and satellite sites
490 (BOCES/ School Districts)	Printing of FT Math Packets, tuition for EPE students to attend CTE courses, mail
8XX (Fringe Benefits)	Fringe Rates for 90 days to continue project: TRS \$6,094; ERS \$983; FICA \$5,239; Health \$21,588; Comp \$479; Unemp \$137

I hereby acknowledge this request is limited to expenditures absolutely necessary to maintain project services until all required approvals are obtained from the funding agency.

Project Coordinator Signature: Catherine Amos Date 6/4/19 Print Form

Approval Signatures:

Division Supervisor:		Date:	
Division Director:	<u>Michelle M. Friedman</u>	Date:	<u>6/4/19</u>
Project Accountant:	<u>S. G. [Signature]</u>	Date:	<u>6/4/19</u>
Asst. Supt. of Mgmt Services:	<u>[Signature]</u>	Date:	<u>6/6/19</u>
District Superintendent:	<u>[Signature]</u>	Date:	<u>6/6/19</u>

RECEIVED

JUN 06 2019

OFFICE OF DISTRICT SUPT.
CEWW BOCES

Request for Special Aid Project Operation/Continuation Expenditure Report

This request must be submitted to the School Business Official at least 45 days prior to the effective date to ensure continuity of program services.

Date

Special Aid Project Name:

Special Aid Project Coser #:

Special Aid Project Term: From: To:

Anticipated Award Amount:

Period Requesting Continuation (90 Days Max)

From: To:

Approvals Received:

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$39,870.00		\$8,466.00
16x (support salaries)	\$1,303.00		\$326.00
200 (equipment)			
3xx (supplies)			
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	\$2,366.00		\$500.00
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$15,695.00		\$3,868.00
95x (O & M)			
9xx (Indirect Costs)	\$948.00		
Total	\$60,182.00		\$13,160.00

** In the following section, please give a detailed description of the project's anticipated expenditures by budget code. Please ensure that requested expenditures are limited to those absolutely necessary to maintain project services until programmatic and fiscal approvals are received.

Description of Anticipated Expenses

15X (Certified Salaries)	Salaries and summer days for 90 days to continue project
16X (Support Salaries)	Salary for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	Travel to attend project related meetings, trainings, conferences, and satellite sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe Rates for 90 days to continue project: TRS \$835; ERS \$48; FICA \$673; Health \$2,232; Comp \$62; Unemp \$18

I hereby acknowledge this request is limited to expenditures absolutely necessary to maintain project services until all required approvals are obtained from the funding agency.

Project Coordinator Signature: Catherine Ann Date 6/4/19 Print Form

Approval Signatures:

Division Supervisor:	Date: _____
Division Director: <u>Michelle M. Friedman</u>	Date: <u>6/4/19</u>
Project Accountant: <u>[Signature]</u>	Date: <u>6/4/19</u>
Asst. Supt. of Mgmt Services: <u>[Signature]</u>	Date: <u>6/6/19</u>
District Superintendent: <u>[Signature]</u>	Date: <u>6/6/19</u>

RECEIVED

JUN 06 2019

OFFICE OF DISTRICT SUPT.
CEWW BOCES

Request for Special Aid Project Operation/Continuation Expenditure Report

This request must be submitted to the School Business Official at least 45 days prior to the effective date to ensure continuity of program services.

Date 6/4/19

Special Aid Project Name: WIOA Title II, Incarcerated and Institutionalized Education

Special Aid Project Coser #: 995

Special Aid Project Term: From: 7/1/2019 To: 6/30/2020

Anticipated Award Amount: \$109,971.00

Period Requesting Continuation (90 Days Max)

From: 7/1/2019 To: 9/30/2019

Approvals Received:

- Award Notification
- Contract Signed by CVES Sent to Grantor
- Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$66,461.00		\$14,454.00
16x (support salaries)	\$1,303.00		\$326.00
200 (equipment)			
3xx (supplies)			
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	\$3,662.00		\$1,000.00
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$36,813.00		\$9,475.00
95x (O & M)			
9xx (Indirect Costs)	\$1,732.00		
Total	\$109,971.00		\$25,255.00

** In the following section, please give a detailed description of the project's anticipated expenditures by budget code. Please ensure that requested expenditures are limited to those absolutely necessary to maintain project services until programmatic and fiscal approvals are received.

Description of Anticipated Expenses

15X (Certified Salaries)	Salaries and summer days for 90 days to continue project
16X (Support Salaries)	Salaries for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	Travel to attend project related meetings, trainings, conferences, and satellite sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe Rates for 90 days to continue project: TRS \$1,425; ERS \$48; FICA \$1,131; Health \$6,738; Comp \$103; Unemp \$30

I hereby acknowledge this request is limited to expenditures absolutely necessary to maintain project services until all required approvals are obtained from the funding agency.

Project Coordinator Signature: *Catherine Ann* Date 6/4/19 Print Form

Approval Signatures:

Division Supervisor:		Date:	
Division Director:	<u><i>Michelle M Friedman</i></u>	Date:	<u>6/4/19</u>
Project Accountant:	<u><i>A. Berger</i></u>	Date:	<u>6/4/19</u>
Asst. Supt. of Mgmt Services:	<u><i>[Signature]</i></u>	Date:	<u>6/6/19</u>
District Superintendent:	<u><i>[Signature]</i></u>	Date:	<u>6/6/19</u>

RECEIVED

JUN 06 2019

OFFICE OF DISTRICT SUPT,
OF NEW YORK STATE BOCES

Request for Special Aid Project Operation/Continuation Expenditure Report

This request must be submitted to the School Business Official at least 45 days prior to the effective date to ensure continuity of program services.

Date

Special Aid Project Name:

Special Aid Project Coser #:

Special Aid Project Term: From: To:

Anticipated Award Amount:

Period Requesting Continuation (90 Days Max)

From: To:

Approvals Received:

- Award Notification
- Contract Signed by CVES Sent to Grantor
- Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$76,643.00		\$17,701.00
16x (support salaries)	\$1,303.00		\$326.00
200 (equipment)			
3xx (supplies)	\$4,000.00		\$1,000.00
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	\$1,775.00		\$1,000.00
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$39,311.00		\$10,246.00
95x (O & M)			
9xx (Indirect Costs)	\$1,968.00		
Total	\$125,000.00		\$30,273.00

** In the following section, please give a detailed description of the project's anticipated expenditures by budget code. Please ensure that requested expenditures are limited to those absolutely necessary to maintain project services until programmatic and fiscal approvals are received.

Description of Anticipated Expenses

15X (Certified Salaries)	Salaries and summer days for 90 days to continue project
16X (Support Salaries)	Salary for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	Supplies necessary to continue project
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	Travel to attend project related meetings, trainings, conferences and satellite sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe Rates for 90 days to continue project: TRS \$1,745; ERS \$48; FICA \$1,379; Health \$6,912; Comp \$126; Unemp \$36

I hereby acknowledge this request is limited to expenditures absolutely necessary to maintain project services until all required approvals are obtained from the funding agency.

Project Coordinator Signature: Catherine Amos Date 6/4/19

Print Form

Approval Signatures:

Division Supervisor:	Date:
Division Director: <u>Michelle M. Friedman</u>	Date: <u>6/4/19</u>
Project Accountant: <u>S. Leggio</u>	Date: <u>6/4/19</u>
Asst. Supt. of Mgmt Services: <u>[Signature]</u>	Date: <u>6/6/19</u>
District Superintendent: <u>[Signature]</u>	Date: <u>6/6/19</u>



RECEIVED

JUN 06 2019

OFFICE OF DISTRICT SUPT.
CEWW BOCES

Request for Special Aid Project Operation/Continuation Expenditure Report

This request must be submitted to the School Business Official at least 45 days prior to the effective date to ensure continuity of program services.

Date 6/4/19

Special Aid Project Name: Basic Literacy- One Work Source

Special Aid Project Coser #: 997

Special Aid Project Term: From: 7/01/2019 To: 6/30/2020

Anticipated Award Amount: \$125,000.00

Period Requesting Continuation (90 Days Max)

From: 7/1/2019 To: 9/30/2019

Approvals Received:

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$76,760.00		\$17,370.00
16x (support salaries)	\$1,303.00		\$326.00
200 (equipment)			
3xx (supplies)	\$3,500.00		\$1,000.00
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	\$2,137.00		\$1,000.00
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$39,332.00		\$10,186.00
95x (O & M)			
9xx (Indirect Costs)	\$1,968.00		
Total	\$125,000.00		\$29,882.00

** In the following section, please give a detailed description of the project's anticipated expenditures by budget code. Please ensure that requested expenditures are limited to those absolutely necessary to maintain project services until programmatic and fiscal approvals are received.

Description of Anticipated Expenses

15X (Certified Salaries)	Salaries and summer days for 90 days to continue project
16X (Support Salaries)	Salary for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	Supplies necessary to continue project
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	Travel to attend project related meetings, trainings, conferences and satellite sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe Rates for 90 days to continue project: TRS \$1,713; ERS \$48; FICA \$1,354; Health \$6,912; Comp \$124; Unemp \$35

I hereby acknowledge this request is limited to expenditures absolutely necessary to maintain project services until all required approvals are obtained from the funding agency.

Project Coordinator Signature: Catherine Anro Date 6/4/19 Print Form

Approval Signatures:

Division Supervisor: _____ Date: _____
 Division Director: Michelle M. Friedman Date: 6/4/19
 Project Accountant: S. Berger Date: 6/4/19
 Asst. Supt. of Mgmt Services: [Signature] Date: 6/6/19
 District Superintendent: [Signature] Date: 6/6/19

ENC. 13

CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

AGREEMENT by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and Joseph Lavorando, Attorney at Law, with an office and place of business at 30 Clinton Street, Plattsburgh, NY, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2019 through June 30, 2020.

Joseph Lavorando 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: Joseph Lavorando 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 date.
2. Joseph Lavorando shall perform the SERVICES described above, all such SERVICES being the responsibility of Joseph Lavorando and those in the Joseph Lavorando's employ.
3. Joseph Lavorando is free to devote his attention to the SERVICES as he sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Joseph Lavorando represents and warrants that neither Joseph Lavorando nor any of Joseph Lavorando's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Joseph Lavorando 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. Joseph Lavorando 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: Joseph Lavorando agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Joseph Lavorando's fee shall be all inclusive, and shall be limited to \$125.00 per hour and paid as follows: BOCES will render payment within 30 days after receipt of Joseph Lavorando'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 Joseph Lavorando to the project.

9. INDEPENDENT CONTRACTOR: Joseph Lavorando 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: Joseph Lavorando 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 Joseph Lavorando with Internal Revenue Service Form 1099. Joseph Lavorando 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 the Joseph Lavorando or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by Joseph Lavorando of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Joseph Lavorando to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Joseph Lavorando.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2019.

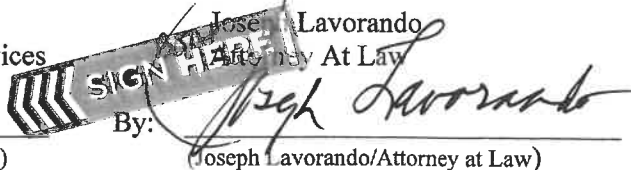
Date: _____

Date: June 3, 2019

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

By: _____
(Larry Barcomb/Board President)
(Mark C. Davey/District Superintendent)

By: Joseph Lavorando
(Joseph Lavorando/Attorney at Law)



CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

AGREEMENT by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP, with an office and place of business at 520 Columbia Drive, Suite 204, Johnson City, NY, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2019 through June 30, 2020.

Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP 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:** Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP 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 date.
2. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP shall perform the SERVICES described above, all such SERVICES being the responsibility of Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP and those in the Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP's employ.
3. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP 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. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP represents and warrants that neither Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP nor any of Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP 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. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP 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:** Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
8. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP's fee shall be all inclusive,

and shall be limited to \$215.00 per hour for partners, \$185.00 per hour for associates, and paid as follows: BOCES will render payment within 30 days after receipt of Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP'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 Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP to the project.

9. INDEPENDENT CONTRACTOR: Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP 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: Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP 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 Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP with Internal Revenue Service Form 1099. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP 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 Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2019.

Date: _____

Date: 6/6 2019

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

Hogan, Suzuki, Lynch, DeWind,

By: _____
(Larry Barcomb/Board President)
(Dr. Mark C. Davey/District Superintendent)

By: _____
(Consultant/ Independent Contractor)

Sign Here

Both

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

AGREEMENT by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and Harris Beach, PLLC, with an office and place of business at 677 Broadway, Suite 1101 Albany, NY, 12207 hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2019 through June 30, 2020.

Harris Beach, PLLC 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:** Harris Beach, PLLC 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 date.
2. Harris Beach, PLLC shall perform the SERVICES described above, all such SERVICES being the responsibility of Harris Beach, PLLC and those in the Harris Beach, PLLC's employ.
3. Harris Beach, PLLC 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. Harris Beach, PLLC 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, upon request.
5. Harris Beach, PLLC 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. Disbursements including telephone charges, copies, faxes, mileage and any computer use shall be charged to the BOCES.
6. **INSURANCE:** Harris Beach, PLLC agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
7. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Harris Beach, PLLC's fee shall be all inclusive, and shall be limited to \$200 per hour for attorneys and \$100 per hour for law clerks, paralegals and legal research by Harris Beach librarian staff and paid as follows: BOCES will render payment within 30 days after receipt of Harris Beach, PLLC'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 Harris Beach, PLLC to the project.


- 8. INDEPENDENT CONTRACTOR: Harris Beach, PLLC 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.
- 9. PUBLIC RETIREES: Harris Beach, PLLC 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.
- 10. RESPONSIBILITY FOR TAXES: BOCES will provide Harris Beach, PLLC with Internal Revenue Service Form 1099. Harris Beach, PLLC is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
- 11. 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.
- 12. 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.
- 13. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to the Harris Beach, PLLC or to anyone else beyond funds appropriated and available for this AGREEMENT.
- 14. TERMINATION: This AGREEMENT will terminate upon submission by Harris Beach, PLLC of a final product satisfactory to BOCES or upon (30) days written notice from one party to the other. BOCES reserves the right to terminate this AGREEMENT upon failure of Harris Beach, PLLC to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Harris Beach, PLLC.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2019.

Date: _____

Date: 6-7-19

Clinton-Essex-Warren-Washington

Both
 Sign Here


By: _____
 (Larry Barcomb/Board President)
 (Mark C. Davey/District Superintendent).

By: _____
 (Consultant/ Independent Contractor)

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

AGREEMENT 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 Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC One Cumberland Avenue, Plattsburgh, New York, (the "School Attorney") hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: legal services and advice to assist in the administration of School business, hereinafter "SERVICES" during the period of July 1, 2019 - June 30, 2020.

School Attorney 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:** The School Attorney 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 date.
2. **SCOPE OF SERVICES:** School Attorney shall perform the SERVICES described below in this Paragraph, at the discretion of the C-E-W-W BOCES Board of Education, all such SERVICES being the responsibility of the School Attorney and those in the School Attorney's employ.
 - (a) To be available on call to give counsel to the Board of Education, Superintendent, and School Administrators.
 - (b) To attend regular Board meetings and such special meetings as the Board may direct, and advise the Board upon legal matters as they arise at such meetings.
 - (c) To represent the Board of Education in presenting PINS petitions and in Superintendent's Hearings regarding students, as well as occasional disciplinary proceedings against employees.
 - (d) To present written or oral reports as requested and within time limits set by the Board of Education or Superintendent of Schools pertaining to questions of a legal nature.
 - (e) To review and consult, as requested, as to contracts with vendors or such people or corporations doing business with the District, and including construction work.
 - (f) To prepare legal notices.
 - (g) To manage and oversee the annual election and special elections.
 - (h) To provide legal services for real estate sales or acquisitions.
 - (i) Initially, to represent the District in all court cases. To act as or assist trial counsel and, with Board authority, on recommendation of the Superintendent, to assist and represent employees.
 - (j) To undertake all other legal and related services assigned by the Board of Education or Superintendent of Schools.
3. School Attorney is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. School Attorney represents and warrants that neither School Attorney nor any of School Attorney's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.

5. School Attorney 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. School Attorney 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:** The School Attorney agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
8. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. BOCES agrees to pay the School Attorney \$195.00 per hour for attorney services and \$85.00 per hour for paralegal services performed for the period July 1, 2019 through June 30, 2020, unless this Agreement is terminated earlier as provided herein. The School Attorney shall submit an itemized bill for services performed on a quarterly basis. In addition, the School agrees to reimburse the School Attorney for the School's proportion of the annual registration fee for the NYS School Boards Legal Partners program, which permits the School Attorney cost-effective access to school law and related information for the School which is not available from any other source. School Attorney's fee shall be all inclusive, and shall be paid as follows: BOCES will render payment within 30 days after receipt of School Attorney's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. In addition to the payments to the School Attorney for services rendered, the School will pay or reimburse the School Attorney for the following expenses incurred in the performance of the School Attorney's duties.
 - (a) Photocopying, postage, and long distance phone charges incurred by the School Attorney on behalf of the School.
 - (b) Mileage for travel outside Clinton County at the rate of \$.51 per mile.
 - (c) Reasonable expenses for overnight lodging and meals while performing services for the School.
 - (d) Fees for services of legal process, court filing fees, witness fees, and other such costs and charges as are reasonably necessary in the pursuit of School Attorney's duties, or as may be incurred upon lawful direction of the Board of Education or its Superintendent.
10. **INDEPENDENT CONTRACTOR:** School Attorney 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.
11. **PUBLIC RETIREES:** School Attorney 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.
12. **RESPONSIBILITY FOR TAXES:** BOCES will provide School Attorney with Internal Revenue Service Form 1099. School Attorney is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
13. **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.

14. **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.
15. **EXECUTORY CLAUSE:** BOCES shall have no liability under this AGREEMENT to the School Attorney or to anyone else beyond funds appropriated and available for this AGREEMENT.
16. **TERMINATION.** Either party may terminate this Agreement upon 30 days written notice to the other for any reason.
17. **SPECIALTY COUNSEL.** The Board reserves the right to employ additional legal counsel to represent the school district.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2019.

Date: _____ Date: _____

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

OWENS, PILLER, MURNANE,
& TROMBLEY, PLLC

By: _____
Larry Barcomb, President

By: _____
M. Kelleher, Esq., Member

By: _____
Mark Davey, District Superintendent

Larry Barcomb
Sign Here

Dr. Davey
Sign Here

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and PRISM DECISION SYSTEMS, LLC, with an office and place of business at 64 Johnson Avenue, Binghamton NY 13905; hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Prism will provide planning and facilitation support to accelerate decision-making and improve implementation related to CVES' strategic planning for continuous improvement for four full day meetings, including an evening meeting with the BOCES Board, as referenced in the proposed letter of agreement dated **March 27, 2019**, hereinafter "SERVICES" during the **2019-2020** school year.

PRISM DECISION SYSTEMS, LLC 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: PRISM DECISION SYSTEMS, LLC 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 date.
2. PRISM DECISION SYSTEMS, LLC shall perform the SERVICES described above, all such SERVICES being the responsibility of the PRISM DECISION SYSTEMS, LLC and those in the PRISM DECISION SYSTEMS, LLC's employ.
3. PRISM DECISION SYSTEMS, LLC is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. PRISM DECISION SYSTEMS, LLC represents and warrants that neither PRISM DECISION SYSTEMS, LLC nor any of PRISM DECISION SYSTEMS, LLC's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. PRISM DECISION SYSTEMS, LLC 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. PRISM DECISION SYSTEMS, LLC 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: PRISM DECISION SYSTEMS, LLC agrees to provide BOCES with a Certificate of Insurance prior to commencement of SERVICES.
8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. PRISM DECISION SYSTEMS, LLC's fee shall be all inclusive, and shall be limited to

\$260.00/hour while on-site and **\$190/hour** for all other work including travel time, preparation for meetings and presentations, and preparation of meeting results, as well as for approved expenses related to mileage, hotel, and meals. Total billing for the scope of work will not exceed **\$15,122.00** and will be paid as follows: BOCES will render payment within 30 days after receipt of PRISM DECISION SYSTEMS, LLC's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.

9. INDEPENDENT CONTRACTOR: PRISM DECISION SYSTEMS, LLC 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: PRISM DECISION SYSTEMS, LLC 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 PRISM DECISION SYSTEMS, LLC with Internal Revenue Service Form 1099. PRISM DECISION SYSTEMS, LLC 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 the PRISM DECISION SYSTEMS, LLC or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by PRISM DECISION SYSTEMS, LLC of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of PRISM DECISION SYSTEMS, LLC to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by PRISM DECISION SYSTEMS, LLC.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2019.

Date: _____

Date: May 28, 2019

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

Prism Decision Systems, LLC

By: _____
Larry Barcomb/Board President

Mr. Barcomb
Sign Here

By: Sean D. Brady
Sean D. Brady

By: _____
Mark Davey/District Superintendent

Mr. Davey
Sign Here



Sean Brady
Prism Decision Systems, LLC

64 Johnson Avenue
Binghamton, NY 13905

607-727-1088

sean.brady@prismdecision.com
www.prismdecision.com

Accelerating decision-making with dynamic group processes and state-of-the-art systems.

To: Mark Davey, Ed.D.
Date: Wednesday, March 27, 2019
Re: Prism: 2019-20 Champlain Valley Educational Services Letter Agreement

Dear District Superintendent Davey:

I appreciate the opportunity to submit this letter agreement between Champlain Valley Educational Services (CVES) and Prism Decision Systems, LLC (Prism) for support of CVES's 2019-20 strategic planning for continuous improvement. If you have further questions, please contact me. Otherwise, please sign, date, scan and email back to me as soon as it is convenient.

1. Description of services provided

During 2019-20, Prism will provide planning and facilitation support to accelerate decision-making and improve implementation related to CVES' strategic planning for continuous improvement. Support may include but not be limited to reviewing CVES' documentation; preparing performance trend presentations, agendas and meeting handouts; facilitating with Prism's Group Decision Support System™; preparing comprehensive meeting minutes including results and interpretation of all decision system votes; and preparing communications materials. Deliverables will include updated BOCES-wide and division strategic plans.

2. Pricing

For the services described above, CVES agrees to pay Prism \$260/hour while on-site and \$190/hour for all other work including travel time, preparation for meetings and presentations, and preparation of meeting results, as well as for expenses related to travel (hotel, meals and mileage). Total billing for the scope of work defined on page 2 of this letter agreement will not exceed \$15,122. If CVES requests work beyond the scope defined on page 2, Prism will bill at the above rates in an amount that may exceed \$15,122. Notes: The page 2 scope of work is a not-to-exceed estimate. Prism will only bill for work requested by the Superintendent and then for actual work completed.

3. Payment Agreement

On last day of each month, Prism will submit a bill for services rendered and any approved expenses incurred with all receipts to CVES. Payment will be net 30 days.

Signed:

Sean D. Brady
Prism Decision Systems, LLC

Signed and dated:



Mark Davey, Ed.D.
Champlain Valley Educational Services

Champlain Valley Educational Services

2019-20 Improvement Planning

Scope and cost

Meetings #1, 2, 3, 4, 5:			
Four full day meetings (district team, CV-TEC, special education and management services/ISC teams) and an evening meeting with the Board of Education.			
	Hours	Rate (\$/hour)	Subtotal
Meeting preparation	10	190	\$1,900.00
Onsite meetings	35	260	\$9,100.00
Meeting reports	6	190	\$1,140.00
Travel	10	190	\$1,900.00
Hotel			\$ 600.00
Meals			\$ 120.00
Mileage: 625 miles @ \$0.58 per mile			\$ 362.50
		Not-to-exceed total	\$15,122.50

**CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT**

AGREEMENT made 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 Kelly McGinn, residing at 52 Old Dock Rd, Plattsburgh, NY 12901, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Medicaid Speech oversight which includes: quarterly provider meetings, student observations, phone conferences, and review of all Medicaid documents for Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services during the period of July 1, 2019 to June 30, 2020.

Kelly McGinn 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: Kelly McGinn 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 date.
2. Kelly McGinn shall perform the SERVICES described above, all such SERVICES being the responsibility of Kelly McGinn and those in Kelly McGinn's employ.
3. Kelly McGinn is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Kelly McGinn represents and warrants that neither Kelly McGinn nor any of Kelly McGinn employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Kelly McGinn 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.
6. Kelly McGinn 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: Kelly McGinn agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. Kelly McGinn 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. Kelly McGinn's fee shall be all inclusive, and shall be limited to \$100.00 per hour. Kelly McGinn shall submit an invoice for services rendered no later than (90) days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of Kelly McGinn's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. INDEPENDENT CONTRACTOR: Kelly McGinn 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: Kelly McGinn 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 Kelly McGinn with Internal Revenue Service Form 1099. Kelly McGinn 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 Kelly McGinn or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by Kelly McGinn of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Kelly McGinn to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Kelly McGinn.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2019.

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

Contractor

Date: _____

Date: 6/4/19

Sign Here
Mr. Barcomb

By: _____
(Larry Barcomb/Board President)

By: *Kelly M. McGinn*
(Kelly McGinn)

Date: _____

Sign Here
DR. DAVEY

By: _____
(Dr. Mark Davey/District Superintendent)

**CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT**

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter “BOCES”) and DR. DAVID HEDDEN, with an office and place of business at 708 Barstow Road, Shelburne, Vermont 05482-6986; hereinafter be collectively referred to as “THE PARTIES.”

BOCES desires to have certain services and activities described as follows: Psychiatrist will monitor and review all treatment plans, conduct evaluations, prescribe medications and provides consultation to staff and family in a treatment team setting associated with the Day Treatment Program for the fiscal year 2019-2020.

DR. DAVID HEDDEN 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:** DR. DAVID HEDDEN 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 date.
2. DR. DAVID HEDDEN shall perform the SERVICES described above, all such SERVICES being the responsibility of the DR. DAVID HEDDEN and those in the DR. DAVID HEDDEN’s employ.
3. DR. DAVID HEDDEN is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. DR. DAVID HEDDEN represents and warrants that neither DR. DAVID HEDDEN nor any of DR. DAVID HEDDEN’s employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. DR. DAVID HEDDEN 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. DR. DAVID HEDDEN shall provide materials for reproduction and personnel, to complete the services, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. **HOLD HARMLESS AGREEMENT:** DR. DAVID HEDDEN agrees to provide BOCES with a Hold Harmless Agreement for Professional Consultants as set forth in Attachment I prior to Commencement of Services.
8. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. DR. DAVID HEDDEN’s hourly rate shall be all inclusive and shall be limited to

\$183.00 per hour. Dr. David Hedden shall submit an itemized invoice for services rendered no later than 90 days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of DR. DAVID HEDDEN's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.

9. INDEPENDENT CONTRACTOR: DR. DAVID HEDDEN 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: DR. DAVID HEDDEN 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 DR. DAVID HEDDEN with Internal Revenue Service Form 1099. DR. DAVID HEDDEN 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 the DR. DAVID HEDDEN or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by DR. DAVID HEDDEN of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of DR. DAVID HEDDEN to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by DR. DAVID HEDDEN.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 29th day of May 2019.

Date: _____ Date: 5/29/19

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

DR. DAVID DEN
Mr. Barcomb Here

By: _____
Larry Barcomb/Board President

By: [Signature]
(Dr. David Den)

By: _____
Mark Davey/District Superintendent

[Redacted Signature]

OK 

CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and BEHAVIORAL HEALTH SERVICES NORTH, INC., with an office and place of business at 22 U.S. Oval Suite 218 Plattsburgh, NY 12903; hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Management of the Adventure Based Counseling, Youth Development and Family Enrichment Program (ABC) for at-risk individuals and families associated with the Intensive Therapeutic Support Program (6:1:1) to commence on July 8, 2019 through June 30, 2020. The program entails weekly student sessions and family sessions over the course of the fiscal year. Times and dates of sessions are mutually agreed upon and may be rescheduled as such. The hourly cost of student and family sessions are all inclusive and shall not exceed \$150 per hour.

BEHAVIORAL HEALTH SERVICES NORTH, INC. 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:** BEHAVIORAL HEALTH SERVICES NORTH, INC. 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 date.
2. BEHAVIORAL HEALTH SERVICES NORTH, INC. shall perform the SERVICES described above, all such SERVICES being the responsibility of the BEHAVIORAL HEALTH SERVICES NORTH, INC. and those in the BEHAVIORAL HEALTH SERVICES NORTH, INC.'s employ.
3. BEHAVIORAL HEALTH SERVICES NORTH, INC. is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. BEHAVIORAL HEALTH SERVICES NORTH, INC. represents and warrants that neither BEHAVIORAL HEALTH SERVICES NORTH, INC. nor any of BEHAVIORAL HEALTH SERVICES NORTH, INC.'s employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. BEHAVIORAL HEALTH SERVICES NORTH, INC. 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.
6. BEHAVIORAL HEALTH SERVICES NORTH, INC. 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: BEHAVIORAL HEALTH SERVICES NORTH, INC. agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. BEHAVIORAL HEALTH SERVICES NORTH, INC. 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. BEHAVIORAL HEALTH SERVICES NORTH, INC.'s fee shall be ALL INCLUSIVE, AND SHALL BE LIMITED TO \$150.00 per hour. Behavioral Health Services North, Inc. shall submit an invoice for services rendered no later than 90 days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of BEHAVIORAL HEALTH SERVICES NORTH, INC.'s invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. INDEPENDENT CONTRACTOR: BEHAVIORAL HEALTH SERVICES NORTH, INC. 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: BEHAVIORAL HEALTH SERVICES NORTH, INC. 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 BEHAVIORAL HEALTH SERVICES NORTH, INC. with Internal Revenue Service Form 1099. BEHAVIORAL HEALTH SERVICES NORTH, INC. 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 the BEHAVIORAL HEALTH SERVICES NORTH, INC. or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by BEHAVIORAL HEALTH SERVICES NORTH, INC. of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of BEHAVIORAL HEALTH SERVICES NORTH, INC. to meet the terms and conditions set forth herein or upon a finding of

violation of applicable laws, rules or regulations by BEHAVIORAL HEALTH SERVICES NORTH, INC.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2019.

Date: _____

Date: 5/20/19

Clinton-Essex-Warren-Washington
Board of Cooperative Educational Services
NORTH, INC.

BEHAVIORAL HEALTH SERVICES

By: _____
Larry Barcomb/Board President

Mr. Davey
Sign Here

By: _____
(Behavioral Health Services North, Inc.)

By: _____
Mark Davey/District Superintendent

Mr. Barcomb

CVES MISSION

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

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

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services (hereinafter "BOCES"), with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 and The New England Center for Children (hereinafter "NECC"), with an office and place of business at 33 Turnpike Road Southborough, MA 01772; hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: NECC will provide clinical and educational consultation to 4 classrooms through a combination of weekly remote consultation and on-site visits; hereinafter "SERVICES." The consultation parameters outlined below represent a decrease in NECC BCBA support from previous years based on BOCES employing an on-site BCBA, who will be one of the primary district staff receiving consultation. SERVICES will be provided from July 1, 2019 to June 30, 2020.

SERVICES will be provided by Board Certified Behavior Analyst to the staff at BOCES and include the following components:

- 1) **Weekly consultation via video conferencing and/or phone – up to 8 hours per week**
 - Consultation on educational programming overseen by classroom teachers
 - Communication via e-mail including responding to questions and communicating recommendations.
 - Consultation on the development of clinical programming in conjunction with BOCES staff members.
 - Consultation on educational programming overseen by classroom teachers.
 - Review of student performance.
- 2) **On-Site Consultation Visits – up to four, on-site visits across agreement period**
 - Classroom / student observation across the 4 target classrooms
 - Reviewing student evaluations, assessments, behavior data and skill acquisition data as needed
 - Participation in meetings with school-based staff
 - In-vivo training and consultation to classroom teachers and direct care staff on the implementation of behavior analytic programming including skill acquisition and behavior reduction.

The total cost for the above services is **\$6404 per month**, billed monthly for a total of \$76,850.00 for the year, plus travel time. BOCES agrees to pay the following associated costs for each visit:

- 1) Roundtrip airfare from a Boston area airport to an airport near Plattsburgh, NY and/or car rental including all taxes and fees.
- 2) Lodging accommodations for one NECC consultant for up to 5 nights per visit.
- 3) Daily incidental expenses allowance. NECC will invoice BOCES \$38.25 per day for the first and last day of travel for each visit and \$51.00 per day for each additional day of travel during each visit.

According to §FTR 301-11.100:

- a. You must provide a receipt only for authorized expenses over \$75.00.
- b. Travelers will receive 75% of the per diem rate on the first and last day of travel.

NECC will make airfare arrangements for the NECC Consultant. NECC will invoice BOCES for the total amount of airfare including all taxes and fees.

NECC will make car rental arrangements for the NECC Consultant. NECC will invoice BOCES for the total amount of rental car including all taxes and fees.

NECC will make arrangements for lodging accommodations. NECC will invoice BOCES for the total amount of lodging including all taxes and fees.

NECC 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: NECC 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 date.
2. NECC shall perform the SERVICES described above, all such SERVICES being the responsibility of NECC and those in NECC's employ.
3. NECC is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. NECC represents and warrants that neither NECC nor any of NECC's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. NECC 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. NECC 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: NECC agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. NECC 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.

NECC shall submit an invoice for services rendered no later than (90) days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of NECC invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. INDEPENDENT CONTRACTOR: NECC 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: NECC 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 NECC with Internal Revenue Service Form 1099. NECC 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 NECC or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by NECC of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of NECC to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by NECC.
16. BOCES shall not during the term of this Agreement or for one year thereafter solicit to hire, hire or contract with employee or representatives of NECC who provide consult services to BOCES per the terms of this agreement ("One-Year Non-Solicitation"). In the event of any breach of such One-Year Non-Solicitation, BOCES shall pay and NECC shall accept an amount equal to twice the annual salary of the relevant employee or representative as liquidated damages.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2019.

Date: _____ Date: 05/20/2019

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

By: _____
Larry Barcomb/Board President

By: _____
Mark Davey/District Superintendent

Mr. Barcomb Sign Here
DIRECTOR/CONSULTANT
By: *[Signature]* Sign Here
England Center for Children

**CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT**

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services (hereinafter "BOCES"), with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 and The New England Center for Children (hereinafter "NECC"), with an office and place of business at 33 Turnpike Road Southborough, MA 01772; hereinafter to be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: BOCES ("ACE® Client") as an implementation site for the Autism Curriculum Encyclopedia® (ACE®) program; hereinafter "SERVICES." Beginning on July 1, 2019 ("Commencement Date") through June 30, 2020, NECC will provide access for up to 30 students targeted for the ACE application (subject to change based on student population). The ACE access fee for this number of students varies per month based on the number of students participating. The charges per month are outlined in Fees and Charges. Additional students can be added for an additional fee, with the agreement of the ACE® Client and NECC.

Additional training and consultation is available, if needed, and will be priced separately.

NECC will provide the following services to the ACE® Client:

1. Secure ACE user accounts for supervisors / educators overseeing student programming within the designated classroom(s)
2. Host individual student accounts on the ACE application for students within the designated program(s).
3. Manage student and user accounts, including hosting all data anonymously on secure servers.
4. Provide access to existing ACE curricula, assessments and reports, including updates to these features, while this agreement is in force as provided in this Agreement, for use with those students who are registered and active in the ACE application through the ACE® Client.
5. Provide ongoing technical support for the ACE application via e-mail.

As an ACE user, the ACE® Client agrees to commit sufficient resources to carry out the ACE application, including but not limited to the following:

1. Access the ACE application through the internet.
2. Assure participation in initial training on the ACE application for the supervisors / educators overseeing student programs within the designated classroom(s).
3. Conduct the ACE Core Skills Assessment and enter all student performance data on the ACE application.
4. Use the lesson plans to teach skills within the classroom and enter student performance data on the ACE application.
5. Allow NECC to view, use and retain anonymous student performance data, user data, and survey results to analyze the effectiveness of the application.

Detailed terms and conditions of the SERVICES are mutually agreed upon by the PARTIES as per Attachment II of this AGREEMENT.

NECC 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:** NECC 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 date.
2. NECC shall perform the SERVICES described above, all such SERVICES being the responsibility of NECC and those in NECC's employ.
3. NECC is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. NECC represents and warrants that neither NECC nor any of NECC's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. NECC 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. NECC 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:** NECC agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. NECC 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. ACE® Client may request to add or remove students by having one of the approved staff members (listed on the ACE client setup form) contact the ACE helpdesk. ACE® Client will always be billed for the full first month that any student joins the ACE application. Accordingly, ACE® Client will not be billed for the month in which any of those students is removed. ACE application content should only be used for students who have and ACE application account.

NECC shall submit an invoice for services rendered no later than (90) days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of NECC invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES. Any adjustment to ACE access fees will include a 90 day written notice by NECC.

=

The per pupil rate changes depending on the number of students on the ACE in any particular month. Below is a grid which outlines the pricing:
1-5 Students: \$44.95 per student

6-25 Students: \$39.95 per student
26-50 Students: \$34.95 per student

9. **INDEPENDENT CONTRACTOR:** NECC 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:** NECC 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 NECC with Internal Revenue Service Form 1099. NECC 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 NECC or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** This AGREEMENT will terminate upon submission by NECC of a final product satisfactory to BOCES or either party may terminate this AGREEMENT with a written notice of at least 90 days before the termination date.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 22 day of May 2019.

Date: 5/22/19

Date: 5/20/19

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

Mr. Barcomb
By: **CONTRACTOR/CONSULTANT**
Sign Here

By: _____
Larry Barcomb/Board President

Dr. Davy
By: _____
Sign Here
and Center for Children

By: _____
Mark Davy/District Superintendent

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and Gaylen Bigelow, Fnp-BC, Msn, residing at 6 Crescent Drive, Plattsburgh NY 12901; hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Medical Director services will work closely to assist administration and health service personnel at WAF, Yandon Dillion and the Satellite Campus facilities in planning, developing, and implementing a sound school health program. Refer to Appendix A, Item I for a detailed scope of services; hereinafter referred to as "SERVICES," for the period of July 1, 2019 to June 30, 2020.

Gaylen Bigelow 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:** Gaylen Bigelow 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 date.
2. Gaylen Bigelow shall perform the SERVICES described above, all such SERVICES being the responsibility of Gaylen Bigelow.
3. Gaylen Bigelow is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted (see Appendix A).
4. Gaylen Bigelow represents and warrants that he/she has never been convicted of a felony.
5. **FINGERPRINTING:** If required by BOCES, Contractor/Consultant agrees to have employees assigned to student-related SERVICES to submit for fingerprinting through the New York State Education Department. Upon submission of an invoice with paid receipts, the cost of such services will be fully reimbursed by BOCES to the Contractor/Consultant.
6. Gaylen Bigelow 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.
7. Gaylen Bigelow shall provide materials for reproduction and personnel, to complete the services, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
8. **INSURANCE:** Gaylen Bigelow agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. Gaylen Bigelow 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.

9. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Gaylen Bigelow's monthly stipend shall be all inclusive, and shall be limited to \$800 per month for consult and resource services. Additionally, a rate of \$100 per visit/incident shall apply for Item I and SERVICES on site. An additional \$100 shall apply if traveling to Yandon Dillon campus. (If circumstances arise to require this service, see Appendix A for service details). Gaylen Bigelow shall submit an itemized invoice for services rendered no later than 90 days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of Gaylen Bigelow's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
10. INDEPENDENT CONTRACTOR: Gaylen Bigelow 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.
11. PUBLIC RETIREES: Gaylen 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.
12. RESPONSIBILITY FOR TAXES: BOCES will provide Gaylen Bigelow with Internal Revenue Service Form 1099. Gaylen Bigelow is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
13. 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.
14. 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.
15. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to the Gaylen Bigelow or to anyone else beyond funds appropriated and available for this AGREEMENT.
16. TERMINATION: This AGREEMENT will terminate upon submission by Gaylen Bigelow of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Gaylen Bigelow to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Gaylen Bigelow.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 20 day of May 2019.

Date: _____

Date: 5/20/19

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

Govt

By: _____
Larry Barcomb/Board President



FWP-BC Medical Director

By: _____
Mark Davey/District Superintendent



(below)

SCOPE OF SERVICES
Appendix A

Item I

The school physician shall provide the following services for the fixed monthly stipend of \$800.00 per month for consult and resource services. Work performed on site shall be paid at \$100.00 per visit/incident and billed separately in detail on the monthly invoice.

- a. To work closely with other members of the school health staff in reviewing health records on a case by case basis.
- b. To assist the school health staff in its follow through efforts to secure remedial care for children found to have physical or mental defects.
- c. To participate with school nurses, teachers and other school personnel in case conferences when such are indicated.
- d. To interpret Public Health Laws governing control of communicable diseases and establish policies and procedures governing the exclusion or readmission of pupils in connection with contagious disease. If necessary, the school physician can recommend that schools be closed to control communicable diseases.
- e. To establish policies governing procedures to follow in the event of injury or emergency illness of a child.
- f. To act as a consultant to school administrators and school health personnel on medical issues and public health procedures.
- g. To act as a liaison agent between the school and the physicians practicing in the community.
- h. To evaluate, develop, and review protocols mandated by the State Education Department. Included but not limited to this service is the review of protocols regarding use of Epipen (anaphylaxis).
- i. To provide on-call availability and telephone consultation services.

THE NORTH COUNTRY WORKFORCE PARTNERSHIP, INC.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this 12th day of June 2019, 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 III** contract, hereinafter known as **North Country Region Career Pathways III Program or NCRCP3P** program to the North Country Workforce Partnership, Inc.; and

WHEREAS, The aforesaid contract provides that **NCWP** shall provide a **NCRCP3P** 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 NCRCP3P.
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 NCRCP3P including the goals of the program and participant eligibility.
5. Provide regional oversight for all partner agencies.
6. Ensure coordination between the NCRCP3P 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 NCRCP3P 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 NCRCP3P participants in literacy, numeracy, TASC® preparation, Job Readiness Training and Job Skills Training as detailed in the NCRCP3P 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 NCRCP3P participants.
7. Assist NCRCP3P participants in the navigation of the Clinton & Essex County Career Centers.
8. Provide appropriate activities to NCRCP3P participants in order to meet public assistance requirements.
9. Provide documentation to NCWP as per NCRCP3P 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 NCRCP3P.

TERM:

The term of this agreement is for the period April 1st, 2019 through March 31st, 2020 unless earlier terminated under the provisions of this agreement. Job retention milestones may be vouchered until July 31st, 2020 for participants obtaining employment prior to March 31st, 2020.

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 **\$100,000**. 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 1

Exec. Dir.

5/28/19

 Date

Clinton-Essex-Washington-Warren BOCES also known as

Valley Educational Services

 Signature and Title

 Date



ENC. 17

Recommend that the Board approve the following Agreements:

1. Agreement for the Purchase and Sale of Real Estate (PAI Property) between Clinton-Essex-Warren-Washington BOCES and the County of Clinton for the purpose of purchasing real property, including any buildings and improvements, at 518 Rugar Street, Plattsburgh, New York (also known as the Plattsburgh Satellite Campus/Clinton County Tax Map Identification Number 220.-1-3.2). The gross purchase price for the Property is \$1,380,000 minus \$345,000 in lease Purchase credits, for a \$1,035,000 net total purchase price. The effective date of the sale shall be the last date of signature of the parties, or June 30, 2019, whichever occurs last. (Administration) (attached)
2. Agreement between Clinton-Essex-Warren-Washington BOCES and the Clinton County Sheriff's Office under which the Sheriff's Office will provide the services of a School Resource Officer at CVES for the 2019-2020 school year for a total amount of \$73,550. (Administration) (attached)
3. Agreement between Clinton-Essex-Warren-Washington BOCES (CVES) and the University of Vermont Health Network Elizabethtown Community Hospital (UVMHN) under which UVMHN will provide the services of a Registered Professional Nurse (substitute School Nurse) at the CVES Mineville Campus for the dates of July 8, 2019 through June 30, 2020. The daily rate shall be \$300 per day, plus allowable expenses. The current estimated annual expenditure for the agreement is \$3,900. (Special Education) (attached)

ENC. 18

Recommend that the Board approve participation in the Summer Food Service Program (SFSP):

CEWW BOCES – William A. Fritz Center has been approved to participate in the Summer Food Service Program (SFSP) for 2019-2020. This program allows all enrolled Special Education students to receive a healthy breakfast and lunch at no charge during the 2019-2020 Summer School Program.

ENC. 19

Recommend that the Board adopt the following resolution for the Retirement Contribution Reserve - TRS Sub-Fund:

WHEREAS, the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) participates in the New York State Teachers' Retirement System ("TRS"); and
WHEREAS, on January 14, 2009, the Board of the BOCES (the Board) by resolution established a Retirement Contribution Reserve Fund pursuant to Section 6-r of the General Municipal Law; and
WHEREAS, the Board has determined it is also appropriate to establish a sub-fund within said Retirement Contribution Reserve Fund pursuant to Section 6-r of the General Municipal Law.
NOW THEREFORE, BE IT RESOLVED, by the Board, pursuant to Section 6-r of the General Municipal Law, as follows:

1. The Board hereby establishes a sub-fund within the Retirement Contribution Reserve to be known as the Retirement Contribution Reserve - TRS Sub-Fund ("Reserve Sub-Fund");

ENC. 19 CONTINUED

2. The source of funds for this Reserve Sub-Fund shall be:
 - a. such amounts as may be provided therefore by budgetary appropriation or BOCES surplus therefore;
 - b. such revenues as are not required by law to be paid into any other fund or account;
 - c. such other funds as may be legally appropriated.
3. By resolution, the Board may authorize expenditures from this Reserve Sub-Fund. Except as otherwise provided by law, moneys in this Reserve Sub-Fund may only be appropriated to finance retirement contributions to the New York State Teachers' Retirement System, and/or to offset all or a portion of the amount deducted from the moneys apportioned to the the BOCES from the State for the support of schools pursuant to Section 521 of the Education Law.
4. No member of the Board or employee of the BOCES shall:
 - a. authorize a withdrawal from this Reserve Sub-Fund for any purpose except as provided in Section 6-r of the General Municipal Law; or
 - b. expend any money withdrawn from this Reserve Sub-Fund for a purpose other than as provided in Section 6-r of the General Municipal Law.
5. The moneys contributed annually to the Reserve Sub-Fund shall not exceed 2% of the total compensation or salaries of all teachers (as that term is defined in Education Law §501[4]) employed by the BOCES who are members of TRS paid during the immediately preceding fiscal year.
6. The balance of the Reserve Sub-Fund shall not exceed 10% of the total compensation or salaries of all teachers (as that term is defined in Education Law §501[4]) employed by the BOCES who are members of TRS paid during the immediately preceding fiscal year.
7. The moneys in this Reserve Sub-Fund shall be deposited and secured in the manner provided by Section 10 of the General Municipal Law. The Board or its authorized designee may invest the moneys in this Reserve Sub-Fund in the manner provided by Section 11 of the General Municipal Law. Any interest earned or capital gain realized on the money so deposited or invested shall accrue to and become part of this Reserve Sub-Fund.
8. The chief fiscal officer shall account for this Reserve Sub-Fund separate and apart from all other funds of the BOCES. Such accounting shall show: the source, date and amount of each sum paid into the sub-fund; the interest earned by such sub-fund; capital gains or losses resulting from the sale of investments of this sub-fund; the order, purpose thereof, date and amount of each payment from this sub-fund; the assets of the sub-fund, indicating cash balance and a schedule of investments. The chief fiscal officer, within sixty (60) days of the end of each fiscal year, shall furnish a detailed report of the operation and condition of this sub-fund to the Board.

ENC. 20

WHEREAS, the BOCES has a Retirement Contribution Reserve Fund (RCR) as permitted in General Municipal Law Section 6-r to fund employer retirement contributions to the State and Local Employees' Retirement System (ERS); and

WHEREAS, the BOCES has approved the establishment of the Retirement Contribution Reserve – TRS Sub-Fund as permitted in General Municipal Law Section 6-r to fund employer retirement contributions to the NYS Teachers' Retirement System (TRS); and

WHEREAS, the BOCES wishes to initiate funding of the TRS Sub-Fund Reserve without impacting surplus funds to component districts, and, the Retirement Contribution Reserve Fund balance is sufficient to cover an estimated future use for ERS obligations.

BE IT THEREFORE RESOLVED that:

The Board authorizes and directs the Treasurer to transfer funds from the Retirement Contribution Reserve in the amount of \$197,121.00, equivalent to 2% of the 2017-2018 TRS Billable Earnings, to the Retirement Contribution Reserve - TRS Sub-Fund.

ENC. 17

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE (PAI Property)

1. PARTIES AND EFFECTIVE DATE:

- (a) The "Seller" is **the County of Clinton**, a New York municipal corporation having a principal place of business at 137 Margaret Street, Plattsburgh, New York 12901.
- (b) The "Purchaser" is **Clinton-Essex-Warren-Washington Counties' Board of Cooperative Educational Services**, an organization existing under and by virtue of the laws of the State of New York, having a principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901.
- (c) The "Effective Date" or June 30, 2019, whichever is later, shall be the last date any of the parties hereto execute this Agreement.

2. PROPERTY DESCRIPTION:

- (a) The "Real Property" that is the subject of this Agreement is the premises known as located in the Town of Plattsburgh, County of Clinton, and State of New York, bearing Clinton County Tax Map Identification Number 220.-1-3.2, including any buildings and improvements thereon.
- (b) There is no personal property that will be included in the sale of the Real Property.

3. AGREEMENT:

The Seller agrees to sell and the Purchaser agrees to Purchase the Real Property, subject to the terms and conditions of this Agreement.

4. PURCHASE PRICE:

- (a) The "Purchase Price" of the Real Property is \$1,380,000.00, which shall be paid in U.S. funds as follows:
 - (i) monthly payments credited as provided in the Lease between the Seller and Purchaser for the Property, as amended, first dated December 3, 2008 (the "Lease"). January 1, 2017 through June 30, 2019 rental payments per lease applied to the purchase price of the property total \$345,000.
 - (ii) \$1,035,000.00 (or such other amount based on Purchase credits as set forth in the Lease if the Closing does not occur on July 1, 2019) shall be paid by certified check or wire transfer at Closing.

- (b) The following shall be apportioned as of the date of Closing: fuel, real estate taxes, water and sewer rents, rents and security deposits (if any).

5. **EXISTING CONDITIONS:**

The Seller conveys the Real Property subject to all covenants, conditions, restrictions and easements of record, and any state of facts which an inspection and/or accurate survey may show, provided that title is not rendered unmarketable by any of the above.

6. **DISCHARGE OF LIENS:**

Seller may pay and discharge any liens and encumbrances not provided for herein out of the monies paid by Purchaser on the transfer of title.

7. **WARRANTY DEED:**

The Seller shall deliver marketable title by Warranty Deed with lien covenant, in proper form for recording. The deed shall be prepared, duly executed and acknowledged by the Seller so as to convey to the Purchaser the fee simple of the Real Property free and clear of all liens and encumbrances except as herein stated.

8. **CLOSING DATE:**

Subject to the satisfaction or waiver by the Purchaser of the conditions precedent specified in Section 12 below, the consummation of the transactions contemplated hereby (the "Closing") shall occur on or about July 1, 2019. The Closing shall take place at the office of the Seller's/Purchaser's counsel or at such other place as may be mutually agreed to by the parties.

9. **INSPECTION OF PROPERTY.**

- (a) Purchaser shall have until June 30, 2019 (the "Due Diligence Period") to conduct any building inspections, review an environmental concerns and review any other issues the Purchaser considers relevant to its purchase of the Real Property all at Purchaser's sole cost. Seller shall provide access to Purchaser, at reasonable times and upon twenty-four (24) hours notice during normal business hours, to perform inspections, appraisals or tests deemed necessary by Purchaser upon the Premises. Purchaser shall not drill any holes on buildings or other improvements and shall not disturb any foundations or soils or dig any holes on the Premises, other than what is required to conduct a Phase I Environmental investigation, unless Purchaser obtains the prior consent of Seller. Purchase agrees to conduct any and all activities on the Premises in a professional manner and shall not unreasonably interfere with or disturb the use and occupancy of the Premises by Seller or its tenants, if any, and shall leave the Premises in a neat and clean condition and in substantially the same condition as it was prior to such activities. Purchaser shall and hereby does indemnify and hold Seller harmless against and from any and all claims, loss, cost, liability or expense (including reasonable attorneys' fees), arising or resulting from

any work in or about the Premises by Purchaser, its employees, agents, contractors, licensees or invitees.

- (b) On or before 5:00 p.m. on the last day of the Due Diligence Period, if for any reason or no reason, Purchaser is not satisfied with the condition of the Real Property, Purchaser may elect to terminate this Agreement. If Purchaser does not deliver written notice to Seller on or before such date, Purchaser shall be deemed to have elected to proceed with the purchase of the Real Property. If Purchaser elects to terminate this Agreement, Purchaser shall have no further obligation under this Agreement and this Agreement shall be terminated without any further action by the Purchaser, and the Deposit shall be promptly returned to Purchaser.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER:**

The Seller warrants and represents to the Purchaser, which warranties and representations are essential conditions to the Purchaser's execution of this Agreement and shall survive the Closing:

- (a) That Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New York.
- (b) This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and legally binding obligation of Seller (subject to the fulfillment of certain conditions provided for herein) enforceable in accordance with its terms.
- (c) Title to any of the Real Property conveyed to the Purchaser shall be free and clear of all liens, taxes, encumbrances, judgments, leases, covenants, pledges or conditions, except those encumbrances which do not render title unmarketable.
- (d) That this transaction is not subject to the Foreign Investment and Real Property Tax Act (26 USCA 897) or that an appropriate sum will be withheld and paid over to the United States Government by Purchaser pursuant to (26 USCA 1445 (a)) or Seller may provide documents evidencing that it is exempt from the withholding requirements of 26 USCA 1445 which are in a form acceptable to counsel for the Purchaser.
- (e) The Seller is not under any legal disability to enter into and perform this Agreement, and Seller will have full power and authority to perform all of its obligations under this Agreement.
- (f) Seller has complied with all laws, regulations, and all requirements of insurance carriers applicable to the Real Property, and the present use by Seller of the Real Property does not violate any such laws, regulations, orders or requirements, including, but not limited to, Zoning Ordinances, Building Codes, Environmental Laws and the Clean Water Standards Act.
- (g) There are no actions or proceedings pending or to Seller's knowledge, threatened against the Seller or the Real Property which would have a material adverse effect on the Real

Property or its ownership or operation.

- (h) The Real Property is not the subject matter of any contract between Seller and any other party, other than that set forth in this Agreement.
- (i) That all taxes against the Real Property, including, but not limited to, income, sales, transfer, franchise or real estate taxes assessed or assessable by any federal, state, municipal or foreign government shall be paid in full or adequate provisions shall be made for their payment as of the Closing.
- (j) There are no toxic chemicals or other hazardous substances located on or contaminating the Real Property.
- (k) That no broker brought about the sale of this transaction.

11. **REPRESENTATIONS AND WARRANTIES OF PURCHASER:**

The Purchaser warrants and represents to the Seller, which warranties and representations are essential conditions to the Seller's execution of this Agreement and shall survive the Closing:

- (a) That Purchaser is a education corporation duly organized, validly existing and properly registered under the laws of the State of New York.
- (b) This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a valid and legally binding obligation of Purchaser (subject to the fulfillment of certain conditions provided for herein) enforceable in accordance with its terms.

12. **CONDITIONS TO THE OBLIGATIONS OF PURCHASER:**

The obligations of Purchaser under this Agreement are subject to the fulfillment of the following conditions prior to the Closing:

- (a) A determination satisfactory to Purchaser that the Real Property can be used for the Purchaser's intended purposes.
- (b) The Purchaser obtaining a survey and an environmental survey of the Real Property at Purchaser's expense.
- (c) All representations, warranties and covenants of Seller contained in this Agreement and in any statement, deed, certificate, schedule or other document delivered pursuant hereto or in conjunction with the transaction contemplated hereby shall be true and accurate as of the date when made and shall be deemed to be again at and as of the Closing and shall then be true and accurate.
- (d) The Purchaser obtaining all necessary municipal, zoning and planning approvals

necessary to use the Real Property for its intended use, including subdivision approval from the Town of Plattsburgh. The Seller agrees to reasonably cooperate with the Purchaser to provide documents and information necessary for such municipal, zoning, planning and subdivision approval.

- (e) The Purchaser obtaining all government approvals necessary for the acquisition of the Real Property and use of the Real Property for its intended use, including any required approval from the New York State Education Department.
- (f) The Purchaser obtaining approval of financing in accordance with the Education Law.

If any of the foregoing conditions have not been satisfied as of the time of the Closing, or if at any time Purchaser becomes aware that any condition cannot or will not be met, then Purchaser shall have the right to terminate this Agreement by giving written notice to the Seller, and Purchaser shall be relieved of all liability hereunder, and the Deposit shall be refunded to Purchaser, or Purchaser may waive the unsatisfied condition or conditions and proceed with the Closing, provided that such waiver is permitted by law. Purchaser's waiver of any unsatisfied condition(s) of the Closing shall not constitute a waiver by Purchaser of any other condition or any right or remedy to which Purchaser may be entitled.

13. **PURCHASER'S AND SELLER'S OBLIGATION TO EFFECT CLOSING:**

(a) Within twenty (20) days after the Effective Date, Seller shall provide Purchaser with the following, which shall be reasonably acceptable to Purchaser:

- (i) A copy of any abstract of title or certificate of title currently in possession of the Seller. The Purchaser shall assume the cost of obtaining an abstract of title or the cost of updating title, including all required searches, and the cost of obtaining a policy of title insurance;
- (ii) Copies of any survey or plot plan maps;
- (iii) Copies of any environmental reports or assessments; and
- (iv) A Certificate of Occupancy, if any;

(b) At the Closing, Seller shall do or deliver the following with respect to the Real Property:

- (i) Warranty Deed, as defined in **Section 7** above;
- (ii) Execute, acknowledge and deliver to Purchaser all documents required to effectuate a transfer of the Real Property to Purchaser;
- (iii) Resolution of Seller authorizing the sale of the Real Property; and
- (iv) Any and all of the documents necessary or advisable to consummate the

transactions contemplated hereby, as determined by counsel for the Purchaser.

14. **NOTICES:**

Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified or registered mail in which case it shall be deemed to have been given and received four (4) calendar days after such notice is mailed certified or registered mail, properly addressed, with postage prepaid and deposited in the United States; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties hereto as the following addresses:

If to Seller: Clinton County
Rodney Brown, Deputy Administrator
137 Margaret Street
Plattsburgh, NY 12901

With a copy to: _____

If to Purchaser: CEWW BOCES
Mark Davey, Ed. D., District Superintendent
P.O. Box 455
Plattsburgh, NY 12901
(518) 536-7311

With a copy to: Joe Lavorando, Esq.
30 Clinton Street
Plattsburgh, New York 12901
(518) 561-8657
(518) 561-1443 (fax)

Any party hereto may, at any time by giving five (5) calendar days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

15. **DEFAULT:**

- (a) In the event of any default/breach by Seller under this Agreement, the Purchaser shall have the option to terminate this Agreement or to seek specific performance as its sole remedies hereunder.
- (b) In the event of default/breach by the Purchaser under this Agreement, then the Seller shall have the right to terminate the Agreement and retain the Deposit or to seek specific

performance as its sole remedies hereunder.

16. **MISCELLANEOUS PROVISIONS:**

- (a) All questions and issues with respect to the construction of this Agreement and rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of New York.
- (b) The parties agree that any disputes/controversies/litigation arising out of or under this Agreement shall be determined solely by the Supreme Court, Clinton County, New York; no other state, federal nor foreign court shall have jurisdiction and the parties shall waive any right to a jury trial.
- (c) This Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, underwritings, representations, and statements, oral or written, are merged into this offer.
- (d) Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment discharge or termination is sought, and then only to the extent set forth in such instrument.
- (e) Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- (f) This Agreement may be executed in any number of counter-parts, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.
- (g) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
- (h) The parties have taken all necessary steps to authorize their respective officers to execute and perform this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the dates written opposite their signatures below.

SELLER:

Dated: _____, 20__

By:
Title:

PURCHASER:

Dated: _____, 20__

By:
Title:



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

This agreement, made this ___ day of _____, 2019 is by and between the Clinton County Sheriff's Office, "County" herein, and Champlain Valley Educational Services, "CVES" herein, with principal offices at located 1585 Military Turnpike, Plattsburgh, NY 12901.

The Clinton County Sheriff's Office shall provide CVES with a deputy sheriff for the position of School Resource Officer. CVES shall reimburse the County for said services at the annual rate of \$73,550.00. Said rates shall include all benefits and the County shall be responsible for Workers' Compensation and New York State Disability insurance coverage. Payment to the County will be made in 12 monthly installments. This contract shall commence July 1, 2019 and shall remain in effect through June 30, 2020.

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

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

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

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

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

The School Resource Officer shall be permitted to carry a firearm while on duty at CVES

Definition of a School Resource Officer (SRO):

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

SIGNATURE OF THE PARTIES:

Champlain Valley Educational Services



By: _____
Dr. Mark C. Davey, Superintendent

Date: _____

APPROVED BY:

By: _____
David N. Favro
Clinton County Sheriff

Date: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____
Deputy County Administrator

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
County Attorney

Date: _____

COUNTY OF CLINTON

By: _____
Chairperson
Clinton County Legislature

Date: _____

**AGREEMENT BETWEEN CHAMPLAIN VALLEY EDUCATIONAL SERVICES
AND THE UNIVERSITY OF VERMONT HEALTH NETWORK
ELIZABETHTOWN COMMUNITY HOSPITAL**

This agreement made the 20th day of May 2019, by and between the Clinton-Essex-Warren-Washington BOCES, also known as Champlain Valley Educational Services, with its principle place of business at 1585 Military Turnpike, Plattsburgh, NY 12901 and also located at the Yandon Dillon-Mineville Campus, located at 3092 Plank Road Mineville, NY, hereinafter referred to as "CVES" and UVMHN Elizabethtown Community Hospital located at 75 Park Street, Elizabethtown, NY, hereinafter referred to as "ECH".

WHEREAS, CVES desires to engage the services of a REGISTERED PROFESSIONAL NURSE (School Nurse) provided by ECH to perform the services hereinafter described;

WHEREAS, the REGISTERED PROFESSIONAL NURSE (School Nurse) provided by ECH is capable and desirous of providing the services desired by CVES.

NOW, THEREFORE, the parties do mutually agree and covenant as follows:

ECH SHALL:

1. Provide a Registered Nurse for the following:
 - A. Supervise or perform required, ordered procedures such on CVES students. Document in each student's record.
 - B. Dispense ordered medications to CVES students per school protocols.
 - C. Provide medical care as needed while in attendance to CVES students presented to the health office.
2. ECH/Nursing Manager shall provide the school with name of the RN.
3. Insurance - The Registered Nurse (School Nurse) shall be covered by the Professional Liability Insurance of ECH.
4. Provide school nurse services from summer *7/08/2019 to 8/16/2019 and RSY 9/01/2019 to 6/30/2020 on an as needed basis*, Monday through Friday, 8:00 am to 3:00 pm *exclusively at the Mineville campus*.

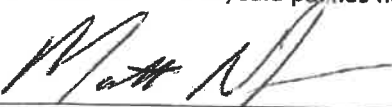
CV TECH AGREES TO:

1. Provide Each RN will have a brief orientation to the duties required in the health office.
2. Pay ECH \$300.00 per day for above provided services during set timeframe plus reimbursement for any additional fees mutually agreed upon by the parties.

IT IS MUTUALLY AGREED AND COVENANTED:

1. Contract renewal is *reviewed yearly* and contingent upon satisfactory performance of the REGISTERED PROFESSIONAL NURSE (School Nurse) based on the CVES's evaluation criteria.
2. Any party may terminate this contract upon thirty (30) days written notice.
3. Indemnification:
 - a. Notwithstanding any insurance carried by either party pursuant to this Agreement or otherwise, each party agrees to indemnify, defend and hold harmless the other from all claims, loss, damage or injury of any kind or character, including, without limitation, each party's reasonable attorney's fees and expenses, to any person or property arising from any act or omission of the other or the other's in the performance of services pursuant to this Agreement.
 - b. In the event that either party becomes aware of any claim arising out of or under this Agreement, each party agrees to give the other written notice containing sufficient particulars to identify the name and address of the allegedly injured person, the time, place and circumstances of the alleged incident, and the names of any available witnesses.
 - c. Each party agrees to cooperate with the other in the defense of claims in enforcing any right of contribution or indemnification against any person or organization who may be liable to either party, including, but not limited to, assisting in securing evidence, obtaining the attendance of witnesses, and attending trials or hearings upon request.
4. The parties agree that the registered professional nurse assigned to provide services through ECH 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; Workers' Compensation; unemployment insurance benefits; nor any other benefit, right or privileges to the employees of the BOCES

IN WITNESS WHEREOF, said parties have hereunto set their hands.



UVMHN Elizabethtown Community Hospital
Matt Nolan, Vice President & COO

Champlain Valley Educational Services
Board of Education, President

5/20/19

Date

Date

ENC. 21

Recommend that the Board adopt the following resolution for reopening Employee Benefit Accrued Liability Reserve Fund:

WHEREAS, the BOCES has an Employee Benefit Accrued Liability Reserve Fund (“EBALR Fund”) to hold monies to pay to costs of Employee Benefits as permitted in General Municipal Law Section 6-p for future payments, and

WHEREAS, by resolution dated August 26, 2009, the BOCES determined the EBALR Fund was no longer necessary and directed the fund be terminated after the spend down of the funds; and

WHEREAS, the EBALR Fund still has a balance of \$294,083.52; and

WHEREAS, the audit committee for the BOCES has recommended that the EBALR Fund be reopened for deposits of monies, and continue to be used for proper purposes as permitted in GML §6-p,

IT IS THEREFORE RESOLVED that:

RESOLVED, that on June 12, 2019 the BOCES approved continued use of and new deposits into its EBALR Fund to pay the cost of future retiree benefits payable through the EBALR Fund; and it is further

RESOLVED, that such fund is known as the “Employee Benefit Accrued Liability Reserve Fund” of CVES, and it is further

RESOLVED, that the total balance of the monies held in such reserve fund shall not exceed the amount which might reasonably be deemed necessary to meet anticipated claims arising from payments to accrued employee benefits which are permitted to be paid from such fund by law; and it is further

RESOLVED, that out of the surplus monies of said BOCES on hand for the year 2018-2019 and not otherwise appropriated, a sum not to exceed \$150,000.00 be appropriated for the EBALR Fund of CVES and that the District Treasurer, with the approval of the District Superintendent is authorized, empowered and directed to transfer from surplus funds of CVES a sum not to exceed \$150,000.00, to the fund, and it is further

RESOLVED, that such additional sums as there may thereafter be appropriated shall become part of the EBALR Fund, and it is further

RESOLVED, that this reserve shall be accounted for in the General Fund of the BOCES and it is further

RESOLVED, that within sixty (60) days after the end of any fiscal year, excess amounts may either be transferred to another reserve or the excess applied to the appropriation of the next succeeding fiscal year’s budget, and it is further

RESOLVED, that expenditures from the EBALR Fund may be made for the purposes specified in General Municipal Law Section 6-p and related statutes and regulations.

ENC. 22

Recommend that the Board approve the write-off of the following list of uncollectible account receivables, after efforts to collect have been unsuccessful on these accounts over a year old. Under audit, these accounts are no longer considered current and should be written-off the financial records before year-end.

<u>Invoice#</u>	<u>Date of Invoice</u>	<u>Amount</u>	<u>Program</u>
039-18A	09/20/2017	\$ 2,998.25	CV-TEC: LPN Tuition
003-18A	07/01/2017	\$ 2,231.25	CV-TEC: AVT III Summer Tuition
084-18A	10/16/2017	\$ 862.50	CV-TEC: Cosmetology Tuition
086-18A	10/16/2017	\$ 1,526.77	CV-TEC: Cosmetology Tuition
058-18A	10/05/2017	\$ 3,701.50	CV-TEC: LPN Tuition
		\$11,320.27	

ENC. 23

Committees

February 14, 2019 Audit Committee Meeting Highlights (informational) (attached)

ENC. 24

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

1. Susan Mitchell, Special Education Teacher, Effective July 1, 2019
2. Erin Burke, Interpreter for the Deaf, Effective June 29, 2019

ENC. 25

Recommend that the Board accept the following letters of Resignation:

1. Christine Hamms, Teacher Aide/Student Aide, Effective May 9, 2019
2. LeeAnn Bishop, Teacher Aide/Student Aide, Effective May 29, 2019
3. Kristia Brownwood, P-TECH Teaching Assistant, Effective June 30, 2019
4. Deborah Reese, Typist, Effective July 6, 2019
5. Alicia Derone, Teacher Aide/Student Aide, Effective May 23, 2019

ENC. 26

Recommend that the Board Rescind the motion that was approved at the August 22, 2018 Board meeting, whereby the Board granted a Four-Year Probationary appointment to Brittani Hellen as a Teaching Assistant, effective September 1, 2018 and recommend that the Board appoint Brittani Hellen to temporary appointment as a Teaching Assistant, effective September 1, 2018 through June 30, 2019.

ENC. 27

Recommend that the Board amend the 52-week Probationary Appointment that was approved at the February 14, 2019 Board meeting, with the following changes:

Name: Chester Woods

Position: Custodial Worker

Effective Date: ~~February 18, 2018~~ **February 18, 2019**

Annualized Salary: \$29,421.00

Prorated Salary: \$10,749.98

ENC. 23
Champlain Valley Educational Services
Audit Committee - Meeting Minutes
February 14, 2019- 5:00 p.m. Instructional Services Center

Present: Donna LaRoque, Audit Committee Member
Richard Harriman, Sr., Audit Committee Member
Jane Donahue, Audit Committee Member
Thomas McCabe, Audit Committee Member
Dr. Mark Davey, District Superintendent
Eric Bell, Assistant Superintendent of Management Services
Christine Myers, BOCES Treasurer

1. Review the meeting agenda.

2. Approved the minutes from December 12, 2018 Audit Committee Meeting
(Donna LaRoque. approved the minutes, and Richard Harriman, Sr. 2nd the minutes)

3. Internal Audit Exemption for 2019-2020

Eric Bell continued the discussion of the internal audit exemption from the December 12, 2018 Audit Committee meeting. CVES is eligible for an exemption from conducting an internal audit for 2019-2020 school year. CVES exercised this exemption in the 2018-2019 school year and it is recommended to do the same for 2019-2020. The estimated cost of an internal audit is between \$8,000 and \$12,000. After discussion, the audit committee recommends that CVES does not conduct an internal audit for the 2019-2020 school year.

4. 6/30/19 External Audit- Extend One Year for Current External Auditors

Eric shared that he would like the audit committee and board to consider an extension of the existing RFP with West & Co. CPA's, the external auditors, for one more year so the ASMS can better evaluate the on-going relationship and performance of the existing auditors and financial operations of CVES once he has a year in the position. Then an RFP would be planned for the year ending June 30, 2020. This was a continuation of the discussion at the December 12, 2018 Audit Committee meeting, in which the committee requested a quote for the cost to continue the external audit for one more year. Eric reported back to the committee that West & Company is willing to extend the relationship one more year and they would keep their fee flat at the same rate as 6/30/2018 school year audit. The Committee & administration expressed their great satisfaction throughout the long standing relationship with the auditors. The Audit Committee recommends proceeding with extending West & Company one year for the 6/30/2019 audit and conducting an RFP for the 6/30/2020 audit.

5. Next Meeting Date

The next Audit Committee meeting will be May 8, 2019, 5:00 p.m., ISC

6. Meeting adjourned at 5:16 p.m.

Approved May 8, 2019 (Donna LaRoque 1st, Richard Harriman, Sr. 2nd)

ENC. 28

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

1. Name: Kayla Thorne
Tenure Area: Special Education
Position: Special Education Teacher
Effective Date: April 25, 2019
Tentative Tenure Date: April 25, 2023
Certification Status: Students with Disabilities- Grades 7-12- Generalist Initial Certificate
Annual Base Salary: \$43,645.00
Pro-Rated Salary: \$9,601.92

(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. 29

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

1. Name: Brandy Rosselli
Position: Teacher Aide/ Student Aide
Effective Date: June 13, 2019
Tentative Permanent Date: June 13, 2020
Annualized Salary: \$16,232.00
Prorated Salary: \$815.68
2. Name: Madison Bedard
Position: Teacher Aide/ Student Aide
Effective Date: June 13, 2019
Tentative Permanent Date: June 13, 2020
Annualized Salary: \$16,232.00
Prorated Salary: \$815.68
3. Name: Jacob Cummings
Position: Teacher Aide/ Student Aide
Effective Date: June 13, 2019
Tentative Permanent Date: June 13, 2020
Annualized Salary: \$16,232.00
Prorated Salary: \$815.68

ENC. 29 CONTINUED

4. Name: Morgyn Cassavaugh
Position: Teacher Aide/ Student Aide
Effective Date: June 13, 2019
Tentative Permanent Date: June 13, 2020
Annualized Salary: \$16,232.00
Prorated Salary: \$815.68
5. Name: Iola Jacquish
Position: Teacher Aide/ Student Aide
Effective Date: June 13, 2019 (Pending Fingerprint Clearance)
Tentative Permanent Date: June 13, 2020
Annualized Salary: \$16,232.00
Prorated Salary: \$815.68

ENC. 30

Recommend that the Board appoint the following person to a part-time Hourly Appointment for the 2019-2020 school year:

2019-2020 Adult Employment Services. \$19.00/Hour
Diane Chriscaden, Teaching Assistant

ENC. 31

Recommend that the Board approve the following Temporary Grant appointments from June 1, 2019 – December 30, 2019 as follows:

1. Grace Suarez, Work Study Student, not-to-exceed 136 hours, at \$11.10/hour
2. Biandi Batu-Tiako, Work Study Student, not-to-exceed 160 hours, at \$11.10/hour

Recommend that the Board approve the following Temporary Grant appointments from July 1, 2019 – December 30, 2019 as follows:

1. Blake Dashnaw, Work Study Student, not-to-exceed 160 hours, at \$11.10/hour

ENC. 32

Recommend that the Board approve the following Additional Work for the 2018-2019 School Year:

Culinary Arts Management, hourly rate of pay
Tanner Senecal not-to-exceed 20 additional hours
Bevan Gertsch-Cochran not-to-exceed 20 additional hours

Stipend Positions, compensation per collective bargaining agreement
Kelly Java-Farnsworth Yandon Dillon Yearbook

ENC. 33

Recommend that the Board approve the following 2019 Summer Work:

CTE Program Re-Approval Curriculum, hourly rate of pay per contract

Donna Wyant, Early Childhood Education Teacher	Not-to-Exceed 12 hours
Brett Bernhardt, Marine Tech Teacher	Not-to-Exceed 12 hours
Thomas Aubin, Welding Teacher	Not-to-Exceed 12 hours

Continuation of Normal Work Year Duties, per diem rate of pay

Lucy Marbut, School Counselor	Not-to-Exceed 5 Days
Kevin Donoghue, School Counselor	Not-to-Exceed 25 Days
Nicole Santaniello, School Counselor	Not-to-Exceed 15 Days
Susanne Ford-Croghan, School System Library Coordinator	Not-to-Exceed 20 days
Donna Wyant, Early Childhood Education Teacher	Not-to-Exceed 3 Days
James Anderson, School Psychologist	Not-to-Exceed 10 days
Brigitte Phillips, School Psychologist	Not-to-Exceed 20 days
Toni Perez, School Social Worker	Not-to-Exceed 130 hours
Janel Kingsley, School Counselor	Not-to-Exceed 20 hours
Kim Denton, School Counselor	Not-to-Exceed 20 hours

Provide continued instruction for GRASP and Pre-HSE, per diem rate

Gay Ellen Carlsson, Adult Literacy Teacher	Not-to-Exceed 10 Days
Katie LaBonte, Adult Literacy Teacher	Not-to-Exceed 30 Days
Bridget Snow, Adult Literacy Teacher	Not-to-Exceed 30 Days
Laura Dancoes, Adult Literacy Teacher	Not-to-Exceed 30 Days

Provide continued instruction and Case management for Literacy Zones, per diem rate of pay

Amy Burdo, Adult Literacy Teacher	Not-to-Exceed 30 Days
Alexis Dirolf, Adult Literacy Teacher	Not-to-Exceed 40 Days

Provide continued instruction ABE/ASE classes, per diem rate of pay

Karen Manning, Adult Literacy Teacher	Not-to-Exceed 30 Days
---------------------------------------	-----------------------

COE Transition Team, hourly rate of pay per contract

Mark Brown, Computer Technology Teacher	Not-to-Exceed 12 hours
Dana Poirier, Security & Law Enforcement Teacher	Not-to-Exceed 12 hours
Lucy Marbut, School Counselor	Not-to-Exceed 12 hours
Lance Sayward, Mathematics Teacher	Not-to-Exceed 12 hours
Kevin Donoghue, School Counselor	Not-to-Exceed 12 hours
Jennifer Gero, New Visions Medical Teacher	Not-to-Exceed 12 hours
Nicole Santaniello, School Counselor	Not-to-Exceed 12 hours

LPN Instruction, per diem rate

Ellen Lamora, Allied Health Teacher	Not-to-Exceed 18 hours
Erin Spoor, LPN Teacher	Not-to-Exceed 18 hours
Shirley Lareau-Kemp, LPN Teacher	Not-to-Exceed 18 hours

ENC. 33 CONTINUED

LPN Orientation, per diem rate

Ellen Lamora, Allied Health Teacher	Not-to-Exceed 1 Days
Erin Spoor, LPN Teacher	Not-to-Exceed 1 Days
Shirley Lareau-Kemp, LPN Teacher	Not-to-Exceed 1 Days

CV-TEC PD/Curriculum Development, hourly rate of pay per contract

Shelly Bouyea, Biology Teacher	Not-to-Exceed 6 hours
Mark Brown, Computer Technology Teacher	Not-to-Exceed 6 hours
Lisa Fisher, Alternative Education Teacher – Social Studies	Not-to-Exceed 6 hours
Nicole Maicus Teaching Assistant	Not-to-Exceed 6 hours
Lucy Marbut, School Counselor	Not-to-Exceed 6 hours
Jennifer Parker, Environmental Conservation/Forestry Teacher	Not-to-Exceed 6 hours
Nicole Santaniello, School Counselor	Not-to-Exceed 6 hours
Lance Sayward, Mathematics Teacher	Not-to-Exceed 6 hours
Sharon Squier, Teaching Assistant	Not-to-Exceed 6 hours
Dawn Waters, English Teacher	Not-to-Exceed 6 hours
Kelly Lareau, English Teacher	Not-to-Exceed 6 hours

Summer Auto-Body Technician \$50.00/hour

Thomas Tedford	Not-to-Exceed 90 hours
----------------	------------------------

Summer Electrician \$50.00/hour

Fredric Johnson	Not-to-Exceed 100 hours
-----------------	-------------------------

Summer Laborer \$12.50/hour

Charles Roberts	Not-to-Exceed 42 days
-----------------	-----------------------

TCI Committee, hourly rate of pay per contract

Chelsea Benway, Teaching Assistant	Not-to-Exceed 6 hours
Crystal Rhino, Special Education Teacher	Not-to-Exceed 6 hours
Brigitte Phillips, School Counselor	Not-to-Exceed 6 hours
Andrea Denton, Teaching Assistant	Not-to-Exceed 6 hours
Kim Mayer, Physical Education Teacher	Not-to-Exceed 30 hours

Art Instruction, per diem rate of pay

Roxana Palmer, Art Teacher	Not-to-Exceed 4 days
----------------------------	----------------------

Life Skills Curriculum, hourly rate of pay per contract

Melissa Adams, Special Education Teacher	Not-to-Exceed 24 hours
Tedi Bourg, Special Education Teacher	Not-to-Exceed 24 hours
Laura Denton-Lawrence, Special Education Teacher	Not-to-Exceed 24 hours
Amanda Gebhart, Special Education Teacher	Not-to-Exceed 24 hours
Joan McGowan, Special Education Teacher	Not-to-Exceed 24 hours
Molly Rascoe, Special Education Teacher	Not-to-Exceed 24 hours
Ellen Supinski, Special Education Teacher	Not-to-Exceed 24 hours

ENC. 33 CONTINUED

Autism-Curriculum (ABA), hourly rate of pay per contract

Chris Falvey, Special Education Teacher	Not-to-Exceed 20 hours
Brianna Finnegan, Special Education Teacher	Not-to-Exceed 20 hours
Crystal Rhino, Special Education Teacher	Not-to-Exceed 20 hours
Rhona Stoffel, Special Education Teacher	Not-to-Exceed 20 hours
Kayla Thorne, Special Education Teacher	Not-to-Exceed 20 hours

8:1:1 Academic/Behavior Curriculum, hourly rate of pay per contract

Kyle Ainsworth, Special Education Teacher	Not-to-Exceed 24 hours
Julie Ashline, Special Education Teacher	Not-to-Exceed 24 hours
Anthony Biasini, Special Education Teacher	Not-to-Exceed 24 hours
Katie Bidelspach, Special Education Teacher	Not-to-Exceed 24 hours
William Fish, Special Education Teacher	Not-to-Exceed 24 hours
Jennifer Haley, Special Education Teacher	Not-to-Exceed 24 hours
Lyndon Johnson, Special Education Teacher	Not-to-Exceed 24 hours
Joelle Lucia, Special Education Teacher	Not-to-Exceed 24 hours
Cherie Passno, Special Education Teacher	Not-to-Exceed 24 hours
Madeline Seller, Special Education Teacher	Not-to-Exceed 24 hours
Jordan Wendling, Special Education Teacher	Not-to-Exceed 24 hours

PBIS Committee Work, hourly rate of pay per contract

Melissa Adams, Special Education Teacher	Not-to-Exceed 12 hours
Laura Birtz-Sisson, Speech and Hearing Teacher	Not-to-Exceed 12 hours
Allison Bola, Teaching Assistant	Not-to-Exceed 12 hours
Sheilah Boyea, Teaching Assistant	Not-to-Exceed 12 hours
Paula Cormier, School Psychologist	Not-to-Exceed 12 hours
Rebecca Garrow, Teaching Assistant	Not-to-Exceed 12 hours
Amanda Gebhart, Special Education Teacher	Not-to-Exceed 12 hours
Paulina Geoffrey, Teaching Assistant	Not-to-Exceed 12 hours
Roxana Palmer, Art Teacher	Not-to-Exceed 12 hours
James LaVoie, Teaching Assistant	Not-to-Exceed 12 hours
Joelle Lucia, Special Education Teacher	Not-to-Exceed 12 hours
Andrea Martino-Mott, Behavior Analyst Coordinator	Not-to-Exceed 12 hours
Emily Norwood, Teacher Aide/Student Aide	Not-to-Exceed 12 hours
Ellen Supinski, Special Education Teacher	Not-to-Exceed 12 hours
Heidi Wells, School Counselor	Not-to-Exceed 12 hours
Jessica Willette, Teacher Aide/Student Aide	Not-to-Exceed 12 hours
Caitlyn Worley, Teaching Assistant	Not-to-Exceed 12 hours

Wellness Committee, hourly rate of pay per contract

Dawn Abar, Registered Nurse	Not-to-Exceed 5 hours
Melissa Adams, Special Education Teacher	Not-to-Exceed 5 hours
Lisa Briscoe, Occupational Therapist Assistant	Not-to-Exceed 5 hours
Paula Cormier, School Psychologist	Not-to-Exceed 5 hours
Chris Falvey, Special Education Teacher	Not-to-Exceed 5 hours
Rebecca Garrow, Teaching Assistant	Not-to-Exceed 5 hours
Melissa Litts-Cass, Speech and Hearing Teacher	Not-to-Exceed 5 hours
Joelle Lucia, Special Education Teacher	Not-to-Exceed 5 hours
Toni Perez, School Social Worker	Not-to-Exceed 5 hours

ENC. 33 CONTINUED

Science Curriculum, hourly rate of pay per contract

Kyle Ainsworth, Special Education Teacher	Not-to-Exceed 6 hours
Madeline Seller, Special Education Teacher	Not-to-Exceed 6 hours
William Fish, Special Education Teacher	Not-to-Exceed 6 hours
Jennifer Haley, Special Education Teacher	Not-to-Exceed 6 hours
Joelle Lucia, Special Education Teacher	Not-to-Exceed 6 hours
Lyndon Johnson, Special Education Teacher	Not-to-Exceed 6 hours
Jordan Wendling, Special Education Teacher	Not-to-Exceed 6 hours

Teaching Assistant Curriculum Training, hourly rate of pay per contract

Allison Bola, Teaching Assistant	Not-to-Exceed 12 hours
Jean Gonyo, Teaching Assistant	Not-to-Exceed 12 hours
Louise O'Connell, Teaching Assistant	Not-to-Exceed 12 hours
Whitney Gagnier, Teaching Assistant	Not-to-Exceed 12 hours
James Lavoie, Teaching Assistant	Not-to-Exceed 12 hours
Janine Manley, Teaching Assistant	Not-to-Exceed 12 hours
Amanda Plympton, Teaching Assistant	Not-to-Exceed 12 hours
Sue Tourville, Teaching Assistant	Not-to-Exceed 12 hours
Becky Garrow, Teaching Assistant	Not-to-Exceed 12 hours
Cheryl Spoor, Teaching Assistant	Not-to-Exceed 12 hours
Brittany Spadafora, Teaching Assistant	Not-to-Exceed 12 hours
Todd Everleth, Teaching Assistant	Not-to-Exceed 12 hours
Penny Comes, Teaching Assistant	Not-to-Exceed 12 hours
Lori Warner, Teaching Assistant	Not-to-Exceed 12 hours
Kim Schafer, Teaching Assistant	Not-to-Exceed 12 hours
Melissa Smith, Teaching Assistant	Not-to-Exceed 12 hours
Jerilynn Lamere, Teaching Assistant	Not-to-Exceed 12 hours
Tammy Ann Smith, Teaching Assistant	Not-to-Exceed 12 hours
Melissa Gough, Teaching Assistant	Not-to-Exceed 12 hours
Dobrachna Drogowska-Plaza, Teaching Assistant	Not-to-Exceed 12 hours
Sara Spring, Teaching Assistant	Not-to-Exceed 12 hours
Andrea Christiansen, Teaching Assistant	Not-to-Exceed 12 hours
Ashley Brown, Teaching Assistant	Not-to-Exceed 12 hours
Paulina Geoffry, Teaching Assistant	Not-to-Exceed 12 hours
Melissa Slagenweit, Teaching Assistant	Not-to-Exceed 12 hours
Chelsea Benway, Teaching Assistant	Not-to-Exceed 12 hours
Caitlyn Worley, Teaching Assistant	Not-to-Exceed 12 hours
Joanne Beaudry, Teaching Assistant	Not-to-Exceed 12 hours
Dennis Harrsch, Teaching Assistant	Not-to-Exceed 12 hours
Andrea Denton, Teaching Assistant	Not-to-Exceed 12 hours
Brittani Hellen, Teaching Assistant	Not-to-Exceed 12 hours
Betsie Lennon, Teaching Assistant	Not-to-Exceed 12 hours
Ashley Pray, Teaching Assistant	Not-to-Exceed 12 hours
Heather Van Alphen, Teaching Assistant	Not-to-Exceed 12 hours

ENC. 33 CONTINUED

Trauma Informed School Committee, hourly rate of pay per contract

Jamie Niles, School Counselor	Not-To-Exceed 12 hours
Brigitte Phillips, School Psychologist	Not-To-Exceed 12 hours
Jordan Wendling, Special Education Teacher	Not-To-Exceed 12 hours
Heidi Wells, School Counselor	Not-To-Exceed 12 hours
Julie Ashline, Special Education Teacher	Not-To-Exceed 12 hours
Kim Denton, School Counselor	Not-To-Exceed 12 hours
Allison Bola, Teaching Assistant	Not-To-Exceed 12 hours
Toni Perez, School Social Worker	Not-To-Exceed 12 hours

Transition Services – From July 1, 2019 to September 2, 2019, hourly rate of pay per contract

Amy LaDue, Teaching Assistant	Not-to-Exceed 252 hours
Ann Schmitt, Teaching Assistant	Not-to-Exceed 105 hours
Jessica Shafer, Teaching Assistant	Not-to-Exceed 405 hours
Julie Merritt, Teaching Assistant	Not-to-Exceed 140 hours
Maiya Giroux, Teaching Assistant	Not-to-Exceed 140 hours
Kristin Forttrell, Teaching Assistant	Not-to-Exceed 160 hours
Jerilynn Lamere, Teaching Assistant	Not-to-Exceed 180 hours
Kelsi Russel, Teaching Assistant	Not-to-Exceed 108 hours

ENC. 34

Recommend that the Board approve the following 2019-2020 Special Education Summer School Staffing:

Temp on Call Bus Driver, \$20.00/hour

Jay Harney WAF

Food Service Helper, hourly rate of pay per contract

Angela Vanderbogat	WAF
Jocelyn Lopez	WAF

Cook Manager, hourly rate of pay per contract

Irvin German WAF

Teacher Aide/Student Aide, hourly rate of pay per contract

Rachel Venne	WAF
Tyler Robinson	WAF
Ashtyn Moore	WAF (Pending Fingerprint Clearance)
Madison Bedard	WAF
Tina Bordeau	WAF
Donna Boudrieau	WAF
Andrew Brousseau	WAF
Jill Brown	WAF
Margarett Christian	WAF
Penny Comes	YDEC
Lucas Cross	WAF
Jacob Cummings	WAF
Gladys Daniels	WAF
Lisa Desotell	WAF

ENC. 34 CONTINUED

Teacher Aide/Student Aide, hourly rate of pay per contract (continued)

Latalya Duell	WAF
Patti Edwards	YDEC
Karen Everleth	WAF
Jordan Finnegan	WAF
Jennie Fox	YDEC
Surinderpal Gill	WAF
Tina Goyette	YDEC
Amanda Harris	WAF
Realelena Hurley	WAF
Tabitha Imondi	WAF
Bethany Katzfey	WAF
Diane Katzfey	WAF
Amy Keech	YDEC
Kathleen Kotsogiannis	WAF
Erin Ladeau,	YDEC
Kaci Lamere	WAF
Cassie Lapier	WAF
Ashley LaValley	WAF
Katie Laventure	WAF
Donna Lindsay	WAF
Taylor Manor	WAF
Briana Marbut	WAF
Katie McClatchie	WAF
Annette Miller	WAF
Donna Montroy	WAF
Brittany Morse	WAF
Randa Newell	WAF
Nhi Nguyen	WAF
Emily Norwood	WAF
Katherine Otis	WAF
Melodie Paynter	WAF
Leslie Plante	YDEC
Sherika Pulsifer	WAF
Brandy Roselli	YDEC
Gillian Ryan	WAF
Andrea Salimando-Early	WAF
Catherine Sample	WAF
Heather Shaw	WAF
Bianca Siskavich	WAF
Cierra Smith	WAF
Patrese Smith	WAF
Jill Spring	YDEC
Brenda Trombly	WAF
Kara Velie	WAF
Jennifer Wagner	WAF
Ashley Wales	WAF
Cynthia Warner	WAF
Stacey Yelle	WAF

ENC. 34 CONTINUED

Teacher Aide/Student Aide, hourly rate of pay per contract (continued)

Iola Jaquish	WAF
Morgyn Cassavaugh	WAF
Donna Carmia	WAF
Elora Romano	WAF

Teacher, hourly rate of pay per contract

Melissa Adams	WAF
Kyle Ainsworth	WAF
Julie Ashline	WAF
Tedi Bourg	WAF
Ashley Brown	WAF
Faye Dayton	WAF
Brianna Finnegan	WAF
Amanda Gebhart	WAF
Jennifer Haley	WAF
Lyndon Johnson	YDEC
Joan McGowan	YDEC
Sue Mitchell	WAF
Jessica Mitchell-Briehl	WAF
Cherie Passno	WAF
Crystal Rhino	WAF
Madeline Seller	WAF
Ellen Supinski	WAF
Kayla Thorne	WAF
Jordan Wendling	YDEC

Teaching Assistant, hourly rate of pay per contract

Joanne Beaudry	WAF
Chelsea Benway	WAF
Sheilah Boyea	WAF
Andrea Christensen	WAF
Tom Daly	WAF
Todd Everleth	WAF
Whitney Gagnier	WAF
Becky Garrow	WAF
Paulina Geoffroy	WAF
Jean Gonyo	YDEC
Melissa Gough	YDEC
Dennis Harrsch	WAF
Brittani Hellen	WAF
James Lavoie	WAF
Elizabeth Lennon	WAF
Louise O'Connell	WAF
Ashley Pray	WAF
Melissa Slagenweit	WAF
Melissa Smith	WAF
Tammy Ann Smith	WAF
Brittany Spadafora	YDEC

ENC. 34 CONTINUED

Teacher Aide/Student Aide, hourly rate of pay per contract (continued)

Cheryl Spoor	WAF
Sue Tourville	WAF
Heather VanAlphen	WAF
Lori Warner	WAF
Caitlyn Worley	WAF

Teacher for the Speech and Hearing Handicapped, hourly rate of pay per contract

Laura Birtz-Sisson	WAF
Christie Lee	WAF

Speech Language Pathologist, hourly rate of pay per contract

Erica Cook	WAF
Tina Midgett	WAF
Bailey Rabideau	WAF
Susan L Richards	WAF
Nicole Strong	WAF

School Psychologist, hourly rate of pay per contract

James Anderson	YDEC
----------------	------

School Counselor, hourly rate of pay per contract

Kim Denton	WAF
Brigitte Phillips	WAF

School Social Worker, hourly rate of pay per contract

Marshia Fleury-Desorcie	WAF
-------------------------	-----

Clinical Social Worker, hourly rate of pay per contract

Toni Perez	WAF
------------	-----

Occupational Therapist, hourly rate of pay per contract

Rhonda Baker	WAF/YDEC
Mindy Conroy	WAF

Certified Occupational Therapist Assistant, hourly rate of pay per contract

Lisa Recore	WAF
-------------	-----

Physical Therapist, hourly rate of pay per contract

Alyssa Crockett	YDEC
Catherine Premore	WAF

Registered Nurse, hourly rate of pay per contract

Shirley Lareau-Kemp	WAF
Nicole Pierce	WAF
Jamie Plumadore	WAF
Maria Spadafora	YDEC

Physical Education Teacher, hourly rate of pay per contract

Kim Mayer	WAF
-----------	-----

ENC. 34 CONTINUED

Interpreter of the Deaf, hourly rate of pay per contract

Erin Burke WAF

Food Service Helper, hourly rate of pay per contract

Jocelyn Lopez

Lifeguard, hourly rate of pay per contract

Henry Aguilar WAF

ENC. 35

Recommend that the Board approve the following list of Facilitators for the period of June 2, 2019 through June 30, 2019:

Facilitator, \$30.00/hour

Tonya Robinson
Angie Waldron
Kim Mayer
William Fish
Chris Falvey
Andrea Martino-Mott

Recommend that the Board approve the following list of Facilitators for the period of June 13, 2019 through June 30, 2019:

Facilitator, \$30.00/hour

Pete Castine

Recommend the Board approve the following Facilitators for the period of July 1, 2019 through June 30, 2020:

Facilitator, \$30.00/hour

Melissa Adams	Theresa Figoni	Cheryl Phillips
Athena Angelos	Sarah Fink	Susan Picard
Julie Ashline	Robyn Poulsen	Susanne Ford-Croghan
Elizabeth Baker	Jacquelyn Germain	Cheryl Pray
Celeste (Cookie) Barker	Bonnie Gregware	Mary Elaine Rice
Joanne Beaudry	Andrya Heller	Joyce Rovers
Bonnie Berry	Katherine Houseal	Charlene Rydgren
John Bill	Kathleen Howard	Ann Schmitt
Stephen Broadwell	Tracey Howard	A. Paul Scott
Mark Brown	Cheryl Hutchins	James Sheffer
Gregory Camelo	Karen Irwin	Rebecca Shuman
Tammy Casey	Paul Jebb	JoAnne Slater
Pete Castine	Anne King	Lori Southwick
Holley Christiansen	Janel Kingsley	Susan Stafford-Gough
Teresa Cioppa	Tammy LaBombard	Mary Ellen Stanton
Mary Clackler	Jane Landry	Rhona Stoffel

ENC. 35 CONTINUED

Facilitator, \$30.00/hour

Sanford Coakley	Jackie LaPoint	Theresa Tregan
Brad Countermin	Juliane LaRock	Angie Waldron
Theresa Crowningshield	Mary Lou Leavitt	Elaine Whitcomb
Deborah Daly	Dean Lincoln	Michelle Whitford
Carol Dandrow	Laurie Martin	Sandra Wilkins
Jennifer Daniels	Kim Mayer	Paul Wisher
Heather Deans	Kerry Mero	Donna Wyant
Dean Delano	Philip Mero	Kim Mayer
Joy Demarse	Julia Miller	David Slater
Kim Denton	Jessica Mitchell-Briehl	Tonya Robinson
Cheryl Dodds	Donald Olcott	Angie Waldron
Brenda Drummond	Joanna Orr	Andrea Martino-Mott
Jennifer Dyer	Jane Owens	William Fish
Penny Favreau	Sonal Patel-Dame	Chris Falvey
Kaitlin Fielder	Brigitte Phillips	

Recommend that the Board approve the following list of ELA/Math Scorers for the period of June 13, 2019 through June 30, 2019:

ELA/Math Scorer, \$20.00/hour

Athena Angelos
Pete Castine

Recommend that the Board approve the following list of ELA/Math Scorers for the period of July 1, 2019 through June 30, 2020:

ELA/Math Scorer, \$20.00/hour

Athena Angelos	Karen Irwin
Elizabeth Baker	Paul Jebb
Bonnie Berry	Anne King
Elizabeth Bosworth	Leslie LaBarge
Pete Castine	Samantha Lavigne
Holley Christiansen	Laurie Martin
Terri Cioppa	Julia Miller
Mary Clackler	Cheryl Phillips
Deborah Daly	Susan Picard
Carol Dandrow	Cheryl Pray
Heather Deans	Mary Elaine Rice
Joy Demarse	Joyce Rovers
Cheryl Dodds	James Sheffer
Brenda Drummond	John Sheldrake
Jennifer Dyer	Joanne Slater
Kaitlin Fielder	Lori Southwick
Theresa Figoni	Susan Stafford-Gough
Mona Goldenberg	Mary Ellen Stanton
Bonnie Gregware	Theresa Tregan
Tracey Howard	Angie Waldron
Cheryl Hutchins	Elaine Whitcomb

ENC. 36

Recommend that the Board approve the following Adult Education Course Instructors for the 2019-2020 School Year:

Adult Education, hourly rate of pay per contract

Thomas Aubin	Brad Kiroy
Lisa Banker	Kieran Kivlehan
Brett Bernhard	Shirley LaReau-Kemp
Kathy Billings	Karen Manning
Chad Blair	Lucy Marbut
Shelley Bouyea	Todd Menia
Michael Bova	Erin Meyer
Mark Brown	Jaimie Plumadore
Amy Burdo	Dana Poirier
GayEllen Carlsson	Susan Richards
Dalton Castine	Thomas Rodriguez
Stephen Couture	Lance Sayward
Laura Dancoes	Ann Schmitt
Shawna DeAnglo	Kevin Shaw
Alexis Dirolf	Tanner Senecal
Judy N. Dobbs	Leonard Smart
Michael Drew	Bridget Snow
Lori Ducharme	Tiffany Snow
Jennifer Gero	Maria Spadafora
Patricia Goodell	Dena Tedford
Dana Grant	Dawn Waters

Adult Education Health Careers Hourly Instructor, rate of pay per contract

Christina Beck
Kathy Billings
Shelley Bouyea
Angela Bushey
Catherine Chauvin
Shawna DeAnglo
Linda Facteau
Ellen Lamora
Shirley LaReau-Kemp
Mallory Mattison
Jaimie Plumadore
Ann Schmitt
Maria Spadafora
Erin Spoor
Dena Tedford

ENC. 37

Recommend that the Board approve the following list of Substitute and Temporary-On-Call appointments for the 2018-19 school year:

<u>Name</u>	<u>Position</u>
Iola Jacquish	Teacher Aide/Student Aide (Pending Fingerprint Clearance)
Samantha Durgan	Teacher Aide/Student Aide (Pending Fingerprint Clearance)
Jacob Cummings	Teacher Aide/Student Aide
Morgyn Cassavaugh	Teacher Aide/Student Aide
Ashtyn Moore	Teacher Aide/Student Aide
Tammy Harrigan	Teaching Assistant
Tammy Harrigan	Teacher

Recommend that the Board approve the following list of Substitute and Temporary-On-Call appointments for the 2019-20 school year:

<u>Name</u>	<u>Position</u>	<u>Rate</u>
Bonnie Berry	Principal	\$350.00/day
Stephen Broadwell	Principal	\$350.00/day
Sanford Coakley	Principal	\$350.00/day
Peter Atchinson	Principal	\$350.00/day
Thomas Ryan	Principal	\$350.00/day
Cynthia Ford-Johnston	Administrator	\$450.00/day
Bonnie Berry	Long-Term Administrator	\$450.00/day

ENC. 38

Recommend that the Board certify the following programs for Career & Technical Education, which may lead to a technical endorsement on a student's Regents diploma and will permit the awarding of academic credit for these programs, contingent upon the State Education Department approval.

1. Animal Science: Large Animal Production

Recommend that the Board re-certify the following programs for Career & Technical Education, which may lead to a technical endorsement on a student's Regents diploma, and will permit the awarding of academic credit for these programs, contingent upon the State Education Department approval.

	<u>Original Approval</u>	<u>Re-Approval</u>
1. Aviation Technology	2009	2014
2. Cosmetology	2004	2009, 2014
3. Environmental Conservation & Forestry	2004	2009, 2014
4. Heavy Equipment/Diesel Repair	2004	2009, 2014

ENC. 39

Revised Policy – 1st Reading
#5300 – Code of Conduct

ENC. 40

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

Richard Harriman, Sr.
NYSSBA Annual Convention & Education Expo
October 24-26, 2019 Rochester, NY (overnight accommodations needed)

Champlain Valley Educational Services

CODE OF CONDUCT

Adopted _____, 2019

CVES CODE OF CONDUCT

Table of Contents

I.	<u>Introduction</u>	3
II.	<u>Definitions</u>	4
III.	<u>Individuals' Rights and Responsibilities</u>	8
IV.	<u>Essential Partners in Creating a Positive School Climate</u>	9
V.	<u>Individual Civility</u>	11
	• <u>Acceptable Use Policy (AUP)</u>	
	• <u>Electronic Devices</u>	
	• <u>Student Dress Code</u>	
VI.	<u>Prohibited Conduct</u>	12
VII.	<u>Student Discipline: Consequences and Procedures</u>	15
VIII.	<u>Minimum Periods of Suspension</u>	21
IX.	<u>Referrals</u>	21
X.	<u>Disciplining Students with Disabilities</u>	22
XI.	<u>Corporal Punishment/Emergency Interventions</u>	25
XII.	<u>Student Searches and Interrogations</u>	26
XIII.	<u>Visitors to the Schools</u>	27
XIV.	<u>Public Conduct on CVES Property</u>	28
XV.	<u>Dissemination and Review</u>	30

CODE OF CONDUCT

CVES Mission Statement

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

CVES Vision Statement

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

Core Beliefs

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

Public Non-Discrimination Notice:

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

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

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

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

I. INTRODUCTION

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

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

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

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

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

CVES aspires to:

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

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

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

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

II. DEFINITIONS

For purposes of this code, the following definitions apply:

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

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

Bullying: is unwanted, aggressive behavior among that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Bullying can be verbal (e.g., teasing, name-calling), social (e.g., exclusion, public embarrassment), or physical (e.g., hitting, damaging personal belongings).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Loitering: wandering or standing without purpose.

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

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

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

Plagiarism: the use or close imitation of the language and ideas of another author and representation of them as one's own original work. This includes copying from electronic sources.

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

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

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

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

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

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

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

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

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

Violent Student: an individual who:

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

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

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

III. INDIVIDUAL RIGHTS AND RESPONSIBILITIES

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

CVES STUDENT RIGHTS AND RESPONSIBILITIES

RIGHTS

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

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

RESPONSIBILITIES

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

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

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

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

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

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

IV. ESSENTIAL PARTNERS IN CREATING A POSITIVE SCHOOL CLIMATE

All parents and Persons in Parental Relation are expected to:

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

All teachers are expected to:

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

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

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

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

All school administrators are expected to:

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

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

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

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

All other CVES staff is expected to:

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

The DASA Coordinator is expected to:

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

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

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

V. INDIVIDUAL CIVILITY

All students and adults have the right to learn and work in an environment that is free from discrimination, bullying and harassment (see CVES Board Policy 5010).

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

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

ACCEPTABLE USE POLICY (AUP)

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

ELECTRONIC DEVICES

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

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

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

STUDENT DRESS CODE

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

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

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

1. Be safe, appropriate and not disrupt or interfere with the educational program;
2. Refrain from wearing brief and/or see-through garments;

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

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

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

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

VI. PROHIBITED CONDUCT

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

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

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

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

A. Engaging in Disorderly Conduct

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

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

5. Misusing computer/electronic communication devices, including any unauthorized or inappropriate use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the CVES Acceptable Use Policy for Technology Resources;
6. Unauthorized use of personal electronic devices/equipment (e.g., cell phones, personal music and gaming devices, and other personal electronic devices);
7. Unauthorized use of personal computer, laptop and/or other computerized information resources through CVES computer system is prohibited.

B. Engaging in Conduct that is Insubordinate or Disruptive

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

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

C. Engaging in Conduct that is Violent

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

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

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

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

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

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

E. Engaging in Misconduct While Utilizing School-Provided Transportation

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

F. Engaging in any Form of Academic Misconduct

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

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

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

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

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

VII. STUDENT DISCIPLINE: CONSEQUENCES AND PROCEDURES

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

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

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

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

Disciplinary Consequences

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

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

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

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

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

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

Procedures

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

Suspension from Extracurricular Activities and/or Transportation Related Thereto

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

In-School Detention

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

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

Formal Removal of Disruptive Students by a Teacher

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

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

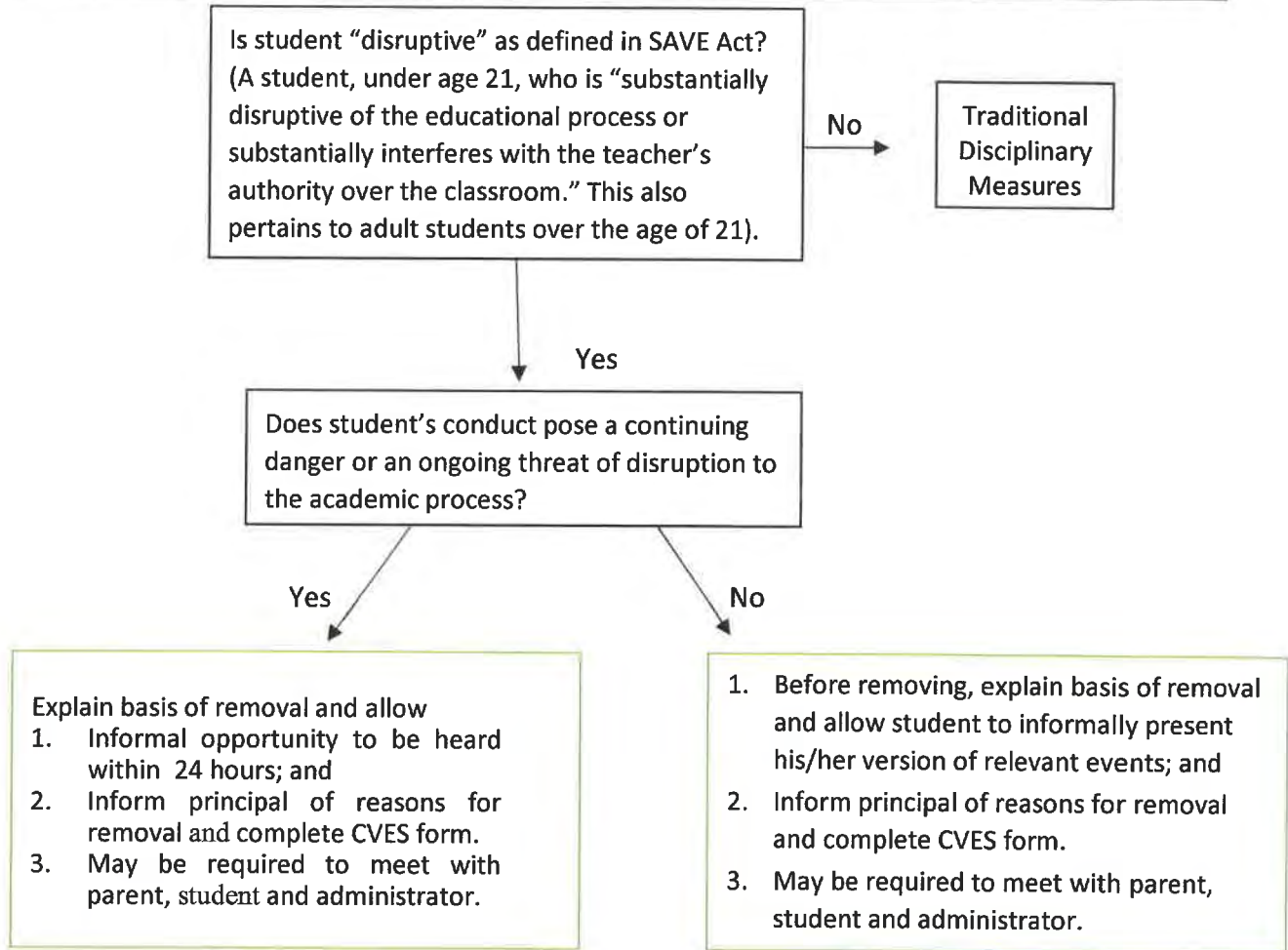
A classroom teacher may remove a disruptive student from class for up to two days. The removal from class applies to the class of the removing teacher only.

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

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

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

FORMAL REMOVAL OF DISRUPTIVE STUDENT BY TEACHER



PRINCIPAL/SUPERVISOR RESPONSIBILITIES

TRIGGERED BY TEACHER REMOVAL

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

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

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

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

Suspension from School

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

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

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

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

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

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

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

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

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

VIII. MINIMUM PERIODS OF SUSPENSION

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

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

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

B. *Committing violent acts*

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

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

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

IX. REFERRALS

A. Supportive Services

CVES may make recommendations for supportive services.

B. PINS Petitions

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

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

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

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

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

X. DISCIPLINING STUDENTS WITH DISABILITIES

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

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

Authorized Suspensions or Removals of Students with Disabilities

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

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

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

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

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

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

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

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

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

Referral to law enforcement and judicial authorities

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

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

XI. CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS

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

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

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

Emergency Interventions

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

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

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

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

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

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

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

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

XII. STUDENT SEARCHES AND INTERROGATIONS

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

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

Lockers

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

Questioning of Students by School Officials

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

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

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

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

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

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

Law Enforcement Officials

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

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

Interrogation of Students by Law Enforcement Officials

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

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

Child Protective Services' Investigations

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

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

XIII. VISITORS TO THE SCHOOLS

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

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

XIV. PUBLIC CONDUCT ON CVES PROPERTY

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

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

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

Prohibited Conduct

No individual, either alone or with others, shall:

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

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

Penalties

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

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

Enforcement

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

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

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

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

XV. DISSEMINATION AND REVIEW

Dissemination of Code of Conduct

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

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

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

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

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

The administration shall develop guidelines in regard to:

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

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

Adopted ~~June 13, 2018~~

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 *TCA*
DA: June 2, 2019
RE: **June 2019 Board Report**

2019 CVES CAREER CONNECT SHOWCASE

On May 21, 2019 students from eight local schools went to Clinton Community College to learn about possible Career and College Pathways based on the career clusters they are interested in following a year-long project they have engaged in at their home district. More than 50 business partners and 8 college recruiters were in attendance as well and made for an outstanding, culminating experience for eighth and ninth grade students.

Aaron Cook, ninth grade student at Saranac High School, explains Artificial Intelligence, one for the fastest growing areas in technology, to CVES 2019 Career Connect attendees from eight local school districts. At left is Teri Calabrese-Gray, CVES Assistant Superintendent for Instruction and 21st Century Learning.



REGENTS REVIEW VIDEOS

The New York State Regents exams are just around the corner, and educators can help students prepare for them with [Regents Review 2.0](#), a free service presented by New York's public broadcasters. Regents Review 2.0 includes specially prepared television episodes, online videos, and resources.

This year, school districts have the option of administering the Transition Global History and Geography Regents Exam or the New Global History and Geography II Regents Exam. Regents Review 2.0 has exam preparation materials for both of these exams.

The programs are also being broadcast on most New York State public television stations. Check with your local PBS station for dates and times.

Regents Review 2.0 is produced by WCNY and is made possible through the support of NYSUT and the Association for Public Broadcasting. Additional production assistance is provided by the NYS Teacher Centers.



SUMMER READING AT NEW YORK LIBRARIES

NYSED's [Summer Reading at New York Libraries](#) program is once again partnering with myON in 2019 to bring digital books to young readers via unlimited access to the myON by Renaissance digital library! The myON library has a collection of over 6,000 fiction and nonfiction ebooks geared toward children from birth to 12th grade, with recorded audio, text highlighting, and an embedded dictionary all included. The goal is to keep children reading and learning through the summer by providing them with access to an abundance of reading material, to help prevent summer slide and the loss of reading skills.

Students and their families can easily access the myON digital library from May 1 through September 30 with one simple statewide login. A mobile app is also available allowing up to 20 books to be downloaded and read while traveling or away from home.

Encourage students and families to use their school and local libraries for a wide variety of book selections and formats, and to visit the public library during the summer for engaging summer programs and fun learning activities. Discover "A Universe of Stories" at your library and online with myON!



NEW YORK STATE "RETHINKING" REGENTS EXAMS

There have been several articles about the possibility of New York State rethinking Regents Examinations that have been around since the mid 1800's. Other states have taken the necessary steps to do away with an exit exam. New York requires not one, but five exit exams. There has been little challenge in NYS regarding Regents exams, despite mounting evidence that exit exams do not result in better-prepared graduates and might even increase the risk that some students drop out.

Betty Rosa, Chancellor of NYS Board of Regents, announced that there would be a state task force to study whether or not NYS should continue to require exit exams. Regents exams remain a requirement for New York high school students to graduate, but the state's top education policy maker has opened the door for a future where that is not the case. "Regents exams have been the gold standard for over a century – and with good reason," Rosa wrote in February. "But our systems must be continually reviewed, renewed, and occasionally revised in order to best serve our students and the people of this great state."

New York is just one of 11 states still requiring exit exams. There is no timeline for possible changes. Part of the charge for the task force would be to “examine current research and practice to determine ... whether state exit exams improve student achievement, graduation rates, and college readiness.” Other studies have shown that graduation tests do not result in better-prepared graduates and actually harm some students, especially low-income students of color.

“If the research were to show us that somehow Regents exams lead to great degrees of inequity, that is something we would study and something we would clearly have a position on,” said Jay Worona, the Deputy Executive Director and General Counsel of New York State School Boards Association. Such a move could find more favor among educators. Tests should not be “used as a gatekeeper to graduation,” said Norma Vega, the principal of ELLIS Academy, a Bronx high school serving English language learners, who graduate on time at a far lower rate than other students. “Somebody has to stop and say, ‘Let’s really look at the research and look at what is necessary to thrive in college.’”

In an earlier article, Rosa listed possibilities of what could replace Regents exams if the state moves away from them. “Might those other measures of achievement include things like capstone projects, alternative assessments, or engagement in civic and community activities?” she wrote.

“Policymakers in other states have begun the hard work of rethinking what a high school diploma means and what it ought to signify,” Rosa wrote in the column. “I believe it is time for New York to begin this difficult conversation as well.”

We will continue to follow this topic and discussion at national and state level.




CV-TEC DIVISION
Michele M. Friedman
Director of Career and Technical Education

friedman_michele@cves.org
Plattsburgh Main Campus, 518-561-0100 FAX 518-561-0494
Mineville Branch Campus, 518-942-6691 FAX 518-942-3368
Satellite Branch Campus, 518-561-0100 FAX 518-324-6620
OneWorkSource, 518-561-0430 FAX 518-324-3379

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: June 3, 2019 
RE: June 2019 Board Report

CV-TEC PROGRAMS SELECTED FOR REVIEW FOR NATIONAL STUDY

The National Research Center for Career and Technical Education at the Southern Regional Education Board (NRCCTE) is working with the New York State Education Department (NYSED) to identify a small, representative sample of high-quality CTE programs as well as to identify barriers to expanding such programs. This is part of a larger study supported by J.P. Morgan-Chase's efforts to expand high-quality, career focused programs. The results of this study, along with recommendations for expanding CTE, will be presented to the New York Board of Regents. New York's Perkins V state plan development will also be guided by study findings.

The initial analysis of over 1000 NYS CTE programs was completed which included data provided by NYSED, nominations from New York CTE leaders, and other CTE experts. In addition, local, state, and nationally published reports on New York CTE programs were reviewed. As a result of this process, the ***CV-TEC Welding, Allied Health, and Environmental Conservation & Forestry programs*** were identified as High Quality CTE programs in NYS, and selected for a National site visit by the NRCCTE. The NRCCTE Team was on-site at CV-TEC for three days (April 3, 4, 5, 2019) to review our programs. The site-visit for each of the three identified programs included:

- Interviews with the CTE Teachers, Academic Teachers, and School Counselors.
- Interviews with CTE Administrators.
- Interviews with our primary postsecondary partners: Clinton Community College VP of Academic Affairs (Dr. John Kowal & Tina Evans) & Paul Smith's College (Brett McLeod), Modern Welding School (Bob Nati)
- Interviews with our business partners associated with the CTE Programs: Meadowbrook Health Facility, Power Sweep, Jeffords Steel, George Whelden Welding & Excavating
- Classroom/lab/shop visitations
- Review of postsecondary experiences of our recent program graduates.
 - Experiences of recent graduates: education or training programs pursued.
 - Occupational experiences of recent grads.
 - Actual numbers and specific information (colleges, employers) will be helpful.
- Review of in-school learning experiences we provide:
 - Integrating academic and technical standards.
 - Use of labs, shops or other settings.

- Pedagogies implemented.
- How CV-TEC addresses social, behavioral and work-readiness skills required in today's workplace.
- Review of the use of Career Technical Student Organizations (CTSO) to address program outcomes: SkillsUSA
- Review of the out of school, Work-Based Learning (WBL) experiences of our students in these programs.
 - Businesses who provide WBL.
 - Types of WBL.
 - How WBL is managed (e.g., learning plans, evaluation).
 - Challenges in engaging all students in WBL.
- Review of how CV-TEC engages with key program partners:
 - Business & Industry partners.
 - Postsecondary partners.
 - Counselors and others who influence student enrollment.
- Review of the process of career development and guidance and counseling in our school:
 - The kinds of experiences that students have that prepare them to choose an appropriate CTE program.
 - Processes used to identify and recruit students, particularly efforts to increase participation by nontraditional populations.
- Review of our programs' advisory committees and the CV-TEC Advisory Council: how it functions, what specific roles does it take on.
- Review of student outcomes including:
 - Industry recognized and industry valued credentials.
 - Academic and technical skill attainment.
 - Acquisition of the behavioral, social and work readiness skills.
 - Dual credit acquired.
- Review of our use of data to improve program outcomes.
- Discussion on barriers to expanding programs.



The National Research Center for Career and
 Technical Education
 at the Southern Regional Education Board
 592 10th St. N.W., Atlanta, GA 30318



CV-TEC INITIATIVES & DEPARTMENT UPDATES

COE Transition Update

Chairpersons have worked diligently to ensure that CV-TEC meets the conditions found in their assigned standard. To this end, documents get placed in digital files located in “SharePoint” annually. SharePoint provides a digital scaffolding that allows for simultaneous use by all who file documentation.

Progress Report:

1. As of June 30, 2019, CV-TEC will no longer seek national accreditation through the Council on Occupational Education (COE);
2. CV-TEC’s withdrawal from accreditation does not reflect a departure from national standards, as cited in CVES’ Vision Statement. Rather, it reflects an informed commitment to national, nationally-recognized state, and NYS standards that align most closely with CV-TEC’s mission, vision, curricula, and operational requirements.
3. A Brief Accreditation History:
 - a) Prior to A.Y. 2011-2012 CV-TEC’s LPN Program was NYS and USDOE accredited through NYSED;
 - b) A.Y. 2011-2012: CV-TEC received initial institutional candidacy for all programs through the Council on Occupational Education (COE);
 - c) July 1, 2014: CV-TEC obtained national post-secondary accreditation for all CTE programs (providing all adults with access to FAFSA/Title IV benefits);
 - d) 2018-2019: a longitudinal study of adult enrollment identified a 6 year decline in adult admissions; the number of staff hours needed to maintain COE accreditation (especially for programs with no adult enrollment) challenged CV-TEC’s resources; many of COE’s requirements were redundant – duplicating reporting requirements already established for the USDOE and/or NYSED;
 - e) June 30, 2019: CV-TEC will officially withdraw from COE accreditation for the reasons outlined above.
4. What We Learned Through Our Accreditation Efforts:
 - a) Identification of high standards across all facets of our organization;
 - b) Identification and adoption of standards utilized by all advisory committees;
 - c) Continued support for all adults seeking co-enrollment in our CTE programs.
5. CV-TEC’s Commitment to National, Nationally-recognized State, and NYS Standards:
 - a) Reporting and informed decision-making through our data will continue at a high level;
 - b) CV-TEC will continue to support adult access to FAFSA/Title IV for LPN applicants;
 - c) Students will be assessed at a national level (National Occupational Competency Testing Institute – NOCTI; Precisions Exams; National Work Readiness (NWRC));
 - d) CV-TEC will continue to incorporate applicable COE, NYSED Program Approval, and other standards provided through National Associations, State Organizations/Other into its planning, reporting and operational regimen in keeping with its mission and vision statements

OneWorkSource Campus

1. Assembling Industry: Manufacturing and Education (AIME) Update:
 - a) In partnership with CV-TEC, CCC and ETS, Inc. a new AIME class started on March 25th with eight (8) students.
 - b) Students receive credentials in:
 - a. OSHA 10
 - b. National Work Readiness
 - c. AIME (Basic Electrical, Crimp, Hand & Power Tools, Mechanical Drawings, Technical Measurement)
 - c) OSHA 10 & NWRC are offered at the OneWorkSource. The remainder of the 8 week course is taught at the CCC.
 - d) Training culminates with an Employment Seminar at the OWS on May 16th.
 - e) ETS, Inc. provided two scholarships.

2. High School Equivalency Graduation Ceremony

Our annual HSE Graduation Ceremony will be at the West Side Ballroom on June 15, 2019 @ 1pm. Approximately 65 graduates along with their family and friends are expected to attend. Assemblyman Billy Jones and Town of Plattsburgh Supervisor, Michael Cashman, will deliver the commencement address.

3. Grant Status 2019-2020

Employment Preparation Education (EPE) requested	\$516,480
HSE Test Administration	9,397
WIOA Adult Basic Education	60,182
WIOA Literacy Zone (2)	250,000
WIOA Corrections	109,971
Career Pathways	135,000
<u>SNAP Venture IV</u>	<u>300,000</u>
Total	\$1,381,030

4. Enrollment Update:

We are providing services at Twin Oaks Halfway House, Behavioral Health Services North, Essex County Jail, Clinton County Jail, Champlain Head Start, NCCC in Ticonderoga, and the OneWorkSource Centers in Plattsburgh and Elizabethtown.

CV-TEC Work-Based Learning

This year, the focus was providing additional employability skills training and work-based learning opportunities for our CTE students. In addition to the student seminars, our students have participated in many career focused events and presentations throughout the school year. These include Manufacturing Day at CCC, Career Connect at CCC, and the upcoming Business Expo at the SUNY Field House. Our collaboration with ETS allowed students the opportunity to participate in Ready4Real sessions that focused on situational judgement, healthy living, networking and interview preparation. We also worked with Coryer Staffing to inform our graduates of the RAMP program and the many opportunities available in the manufacturing industry. Several applications have been submitted.

EMPLOYABILITY SKILLS TRAINING

1. Career Planning Seminar



We kicked off the year with Career Planning Seminars on all three campuses, students learned the importance and proper steps in the career planning process. They also completed skills and interest inventories, and used that information for targeted career research. This seminar included employer informational sessions, where students could network with professionals from the field to ask questions from their research, in addition to learning more about the companies in our community and the specific requirements for the careers within the industry. Thirty-five employers participated in these seminars, creating additional shadowing, internship and job opportunities for our CV-TEC students.

2. Financial Literacy Seminar

CV-TEC collaborated with UFirst to offer our graduates Mad City Money Reality Fair, a hands-on financial literacy simulation. The event was held on February 26th at the Plattsburgh State University Angell Center Ballroom. The students received a job, income, family, and debt. Their challenge was to visit merchants to select housing, transportation, food, household necessities, clothing, day care, and other wants and needs, while creating and following a realistic budget. Our staff, along with realtors and the UFirst team assisted students as they made critical decisions about their purchases. Students gained a deeper understanding of what it is like to budget for these monthly expenses, while managing their debt and saving for the future. It was very apparent that this experience highlighted the connection between the decisions students made and the economic consequences of those decisions.



3. Job Seeking Seminar

All of our CTE students have learned the critical skills needed to be successful in the job seeking process, including correctly completing a job application, developing a resume that highlights their skills and qualifications, as well as being able to articulate those skills in a job interview. To culminate these experiences, we will be hosting a Job Fair on Friday, May 31 that is targeted to the Health Careers programs. This event will allow organizations/agencies to promote their summer jobs, internships, career opportunities and post-secondary programs. In addition to providing pertinent career related information to our LPN, New Visions, Allied Health, and Medical Office Assisting students, employers/agencies will be interviewing our students for current posted positions. Several organizations have already registered to participate in this event, including UVM Health

Network CVPH, Alice Hyde Medical Center, and Meadowbrook Healthcare, Essex Center for Rehabilitation and Healthcare, Champlain Valley Senior Community, Elderwood, Adirondack Health, Pine Harbour, Plattsburgh Primary Care Pediatrics, Advocacy and Resource Center, and Eye Care for the Adirondacks.

WORK-BASED LEARNING

CV-TEC Student Follow-up data 2018

- a) Approved CTE Program-315 graduates: 50% Employed, 44% Post-Secondary, 3% Military, 3% Unemployed or Unavailable for Employment
- b) 47% Participating in WBL (off site)-Job Shadow, Unpaid/Paid Internship, Clinical
- c) number of Organizations participating in WBL Activities-208

CV-TEC Health Careers

1. LPN:
 - a) 18 students seated, staff stable to cover clinical and classroom
 - b) Clinical contract with HCR has been completed. Working with Hudson Headwaters and Plattsburgh Primary Care Pediatrics for fall contracts. Always looking for new partnerships.
 - c) Continue to update program (new transcript will roll out in fall) as per site visit recommendations (no official report yet from NYS).
 - d) Results from last year's Boards: 96% Pass rate for last year's class. Students working in many varied locations.
 - e) New Articulation with CCC: Our LPN students will have the opportunity to enter second semester in the CCC 2 year RN program.
2. Adult CNA: Summer, fall, and winter classes 100% pass rate. Despite a huge need for C.N.A.s there is a shortage of students signing up to take the classes- this is true across the state.
3. Adult Phlebotomy: New teacher with a wealth of experience teaching and with deep subject knowledge! Fall class running with 10. New schedule (Tues and Thurs for 10 weeks)
4. Allied Health: 98% Pass rate on EKG Certification Exam for Year 2 students this year. C.N.A. testing at end of May for 40 students.
5. New Visions: Healthy number of applications both North and South. Acceptance packets have been distributed for the 2019-2020 school year.
6. Recruitment: First Annual Job Fair May 31st here at the Main Campus.

CV-TEC Academic Services

1. Carl D. Perkins:

The Perkins Grant initiative funds Career and Technical Education (CTE) initiatives at CV-TEC. The amount of the 2018-2019 one-year extension grant was \$111,473. The reauthorization of the Perkins Grant will be available beginning in the 2019-2020 school year for a five-year grant cycle. We are awaiting notification of the details from NYSED. The proposed requirements of the grant include student performance in six (6) areas:

 - a) Providing career exploration & career development
 - b) Providing professional development for faculty, school leaders, administration, specialized instructional support personnel, counselors, or para professionals
 - c) Providing within career and technical education, the skills necessary to pursue careers in high-skill, or in-demand industry sectors or occupations
 - d) Supporting integration of academic skills into CTE programs
 - e) Increasing student achievement in CTE programs
 - f) Evaluating career and technical education

Once the grant announcement is posted online, we will review the requirements and finalize the area(s) of focus for our application.

2. NYSED CTE Program Re-Approval Process:

Six (6) CTE programs completed the NYSED Re-Approval process this year: Allied Health, Construction Trades, Culinary Arts Management, Electrical Design, Graphic Design, Power Sport Technology, and Security & Law Enforcement. There are four (4) other CTE programs finalizing the process: Aviation Fundamentals, Cosmetology, Environmental Conservation & Forestry, and Heavy Equipment/ Diesel Mechanics Technology. The expansion of the Animal Science: Large Animal Production program will undergo the NYSED Approval process as well. Components of this approval process include: self-study, curriculum review, post-secondary partnerships (articulation agreements), work-based learning opportunities, national technical assessments, and an external review. CTE programs completing this rigorous approval process provide high school students with integrated academic credit meeting graduation requirements, work-based learning opportunities, post-secondary articulated and/or dual-enrollment credit, and the opportunity to earn the CTE Endorsement Seal on their diploma. CV-TEC partners with business, industry, post-secondary and secondary school districts for continuous improvement for the CTE programs.

3. National Work Readiness Credential:

In the spring 2019 semester, all students completing CV-TEC (high school and post-secondary) had the opportunity to take the National Work Readiness Credential (NWRC) exam. Of the 304 students that took all four (4) sections of the exam, 249 were successful, resulting in an 82% pass rate!

In addition to earning a nationally recognized employment credential, high school students earning the NWRC credential qualify for the NYSED CDOS Pathway approved 4+1 assessment option.

CV-TEC Student Services

Student Services 2018-2019 Goals

- a) Assist in Retention and Transition of Students by Providing Access to Mental Health Counseling Services
 - b) Assist in Transitioning of Students by Providing Access to College and Financial Assistance
 - c) Work with Home School Guidance Departments to Assist Students in Meeting Graduation Requirements.
 - d) Work with Home School CSE Departments to Assist CV-TEC Teachers in Implementing IEPs and 504s
 - e) Assist in Recruitment Efforts by Setting up Individual and Group Visitations for Youth and Adults
 - f) Assist in Transitioning Students by Providing Career Counseling
 - g) Assist in Maintaining COE Accreditation by Updating Standard #10
 - h) Incorporate a Graduate Student Intern into the Guidance Department and Provide a Productive and Positive Experience
1. All three CV-TEC counselors are now ASIST Suicide Intervention Trained through BHSN. Currently we have an onsite BHSN counselor who has regular sessions with current students.
 2. Military recruiters provide regular recruiting visits to CV-TEC. We also have John Petro from Clinton Community College regularly on campus to meet with prospective students and assist them with their application process. There have been visits from Lincoln Tech, UTI North Country College.
 3. A monthly CSE meeting was held at CV-TEC with presentations by students and a tour to help them understand our programs and expectations when assisting their students with education plans that best fit their opportunity for success. Teachers from the Special Education division were also given a tour

to help them understand program curriculum and expectations when transitioning students from their end of the building.

4. Career days were held in both Mineville and Plattsburgh locations serving 10th graders, 8th graders. We have hosted visitors from Keeseville 6th grade and have upcoming visits from Beekmantown and Saranac 5th graders along with a visit from Ausable 5th and 6th graders. By the end of May, we will have hosted approximately 1510 students at our centers. Presentations have been made at Plattsburgh, Chazy, Ausable, Peru, Westport, Elizabethtown, Ticonderoga, Schroon Lake, Keene school buildings. This does not include individual student or post-secondary visits. CV-TEC has been represented at career fairs in Crown Point and Ticonderoga. We also hosted PSUC Education Department students during their spring semester.
5. CV-TEC hosted our annual Counselor's Luncheon at both the Plattsburgh and Mineville campuses providing enrollment information for the coming year. Taylor Rental sent representatives to the Plattsburgh luncheon to inform on the need for service technicians in mainly Small Engine repair but also Diesel Technology.



CV-TEC HOSTS OVER 1500 LOCAL STUDENTS FOR TOURS/VISITATIONS ON ALL THREE CAMPUSES

Student visitations from all of our component districts began in early October and throughout May of this school year. Over 1500 students in grades 5, 8 & 10 were brought to CV-TEC Campuses to tour CTE programs and to meet with faculty, staff and students; including the entire fifth grades from both Ausable Valley, Beekmantown and Saranac Central School Districts.

In addition to student/school visitations, CV-TEC Campuses have hosted a multitude of events to assist with showcasing the benefits of participating in a CTE Program at CV-TEC.

Events included:

- Open Houses
- Career Days
- Elementary/Middle School Teachers & Counselors Day
- Counselors Luncheons
- School Board Member Visits
- Individual Parent/Student Visits/Tours
- CSE Chairpersons Visits/Tour



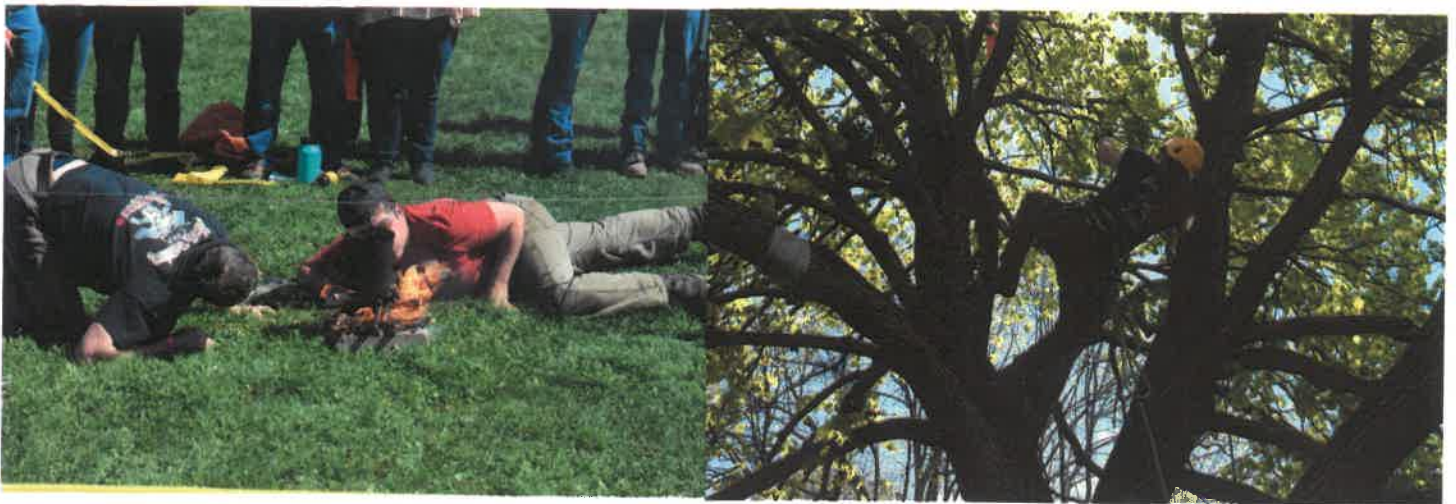
CV-TEC STUDENTS EXCEL AT THE 2019 NEW YORK STATE CONSERVATION COMPETITION

Congratulations to our CV-TEC Environmental Conservation and Forestry students from the Plattsburgh Main Campus for their outstanding performances at the 2019 NYS Conservation Competitions. On May 16, 2019 students in our CV-TEC Environmental Conservation and Forestry Program traveled to SUNY Cobleskill and competed against 400 students from 20 BOCES across NY in 28 different events in the annual NYS Conservation Competition. These events cover a wide variety from hands on equipment operations including heavy equipment, chainsaw operations, surveying, forestry hand tools and more. Several events test students' knowledge in areas such as tree identification, and wildlife identification. Students prepare for this statewide competition throughout the school year as it sums up many of the Conservation Programs curriculum. Our students did an exemplary job and earned a multitude of awards:



2019 NYS Conservation Competition CV-TEC Results

<u>PLACE</u>	<u>EVENT</u>	<u>STUDENT NAME</u>	<u>HOMESCHOOL</u>
2nd	Bowsaw	Maddie Hoeth	Saranac
3rd	Differential Leveling	Jordan Prentiss	Ausable Valley
3rd	Differential Leveling	Asher Liberty	Saranac
4th	Bulldozer Backfill	Stephen Polkinghorne	Beekmantown
4th	Fish and Wildlife Identification	Jordan Prentiss	Ausable Valley
4th	Jack and Jill Logroll	Alexis Cook	Beekmantown
4th	Jack and Jill Logroll	Jaimeson Gardner	Saranac
4th	Jack and Jill Crosscut	Maddie Hoeth	Saranac
4th	Jack and Jill Crosscut	Gavin Coryea	Saranac
5th	Backhoe Rodeo	Dustin Goddeau	Peru
5th	Chainsaw Cut	Zach Ero	Plattsburgh





74 CV-TEC STUDENTS INDUCTED INTO THE NATIONAL TECHNICAL HONOR SOCIETY (NTHS)

Plattsburgh & Mineville Chapters

Forty-seven CV-TEC Plattsburgh Main & Satellite Campus students were inducted into the National Technical Honor Society on May 14, 2019; and twenty-seven CV-TEC Mineville Campus students were inducted into the National Technical Honor Society on May 22, 2019. In order to be considered for nomination the students had to maintain a minimum of a 90% grade point average at CV-TEC, excellent attendance, as well as additional requirements of the Plattsburgh & Mineville Chapters. NTHS honors the achievements of top CTE students, provides scholarships to encourage the pursuit of higher education, and cultivates excellence in today's highly competitive, skilled workforce.

Forbes	Tanner	Ausable Valley	Automotive Tech.
McIlwain	Delaney	Ausable Valley	Allied Health
Walton	Abigail	Ausable Valley	Allied Health
Cook	Alexis	Beekmantown	Environmental Conservation & Forestry
Richards	Dana	Beekmantown	Digital Art & Design
Sampica	Taylor	Beekmantown	Animal Science
Sullivan	Enya	Beekmantown	New Visions Medical Careers
Becker	Kyra	Chazy	Aviation Fundamentals
Lussier-Deso	Lynn	Chazy	Auto Collision Repair
Miller	Victoria	Chazy	Cosmetology
Parent	Matthew	Chazy	Welding
Ratelle	Jordan	Chazy	Aviation Fundamentals
Celotti	Reese	Crown Point Central	New Visions
Palmer	Hannah	Crown Point Central	New Visions
Peer-Lee	Amber	Crown Point Central	Security & Law Enforcement
Potter	Swade	Crown Point Central	New Visions
Russell	Alexander	Crown Point Central	Construction Trades
Howard	Nathan	Elizabethtown	Heavy Equipment / Diesel Mechanics
El Rimawi-Fine	Noah	Keene	New Visions
Anderson	Sarah	Moriah	New Visions
Baker	Juliette	Moriah	Allied Health
Baker	Zachary	Moriah	Natural Resources Management
Budwick	Chelsea	Moriah	Allied Health
Gibbs	Jonathan	Moriah	New Visions
Keech	Savanna	Moriah	Allied Health
Langey	Sydney	Moriah	New Visions
Morin	Jade	Moriah	Allied Health
Sprague	McKenzie	Moriah	New Visions
Winters	Joshua	Moriah	New Visions
Wright	Kaya	Moriah	Allied Health
Collins	Benjamin	Northeastern Clinton	Security & Law Enforcement

DeLong	Perry	Northeastern Clinton	Digital Art & Design
Lord	Emily	Northeastern Clinton	Graphic Design & Communications
Monette	Ashley	Northeastern Clinton	New Visions Medical Careers
Seymour	Donald	Northeastern Clinton	Digital Art & Design
Nephew	Matthew	Northern Adirondack	Security & Law Enforcement
Premo	Tyler	Northern Adirondack	Heavy Equipment / Diesel Mechanics
Weikle	Briana	Northern Adirondack	Animal Science
Bond	Cydney	Peru	New Visions Medical Careers
Burl	Taylor	Peru	Allied Health
Clary	Jailynn	Peru	Graphic Design & Communications
Irwin	Jessica	Peru	Early Childhood Education
Martineau	Michelle	Peru	Culinary Arts Management
Pray	Johanna	Peru	Environmental Conservation & Forestry
Terry	Morgan	Peru	Animal Science
Murray	Kayla	Plattsburgh	Animal Science
Simard	Michaela	Plattsburgh	Allied Health
Akin	Stephanie	Post-Secondary	Medical Office Assisting
Barton	Jodi	Post-Secondary	Licensed Practical Nursing (LPN)
Boutin	Ronald	Post-Secondary	Electrical Design, Installation & Alternative Energy
Canty	Maria	Post-Secondary	Medical Office Assisting
Martin	Brandon	Post-Secondary	Welding
O'Connell	Casey	Post-Secondary	Licensed Practical Nursing (LPN)
Trudeau	Sheree	Post-Secondary	Licensed Practical Nursing (LPN)
Cross	Evan	Saranac	Allied Health
Dashnaw	Sarah	Saranac	Animal Science
Goddeau	Brandon	Saranac	Welding
Hoeth	Maddalena	Saranac	Environmental Conservation & Forestry
Maggy	Kara	Saranac	Allied Health
Perkins	Kami	Saranac	Graphic Design & Communications
Spear	Haleigh	Saranac	Culinary Arts Management
Wood	Kayla	Saranac	PowerSport Technology
Lebel	Cortney	Schroon Lake	Allied Health
Secor	Sienna	Schroon Lake	Allied Health
Barnaby	Steven	Ticonderoga	Natural Resources Management
Carpenter	David	Ticonderoga	Automotive Technology
LaCourse	Savannah	Ticonderoga	New Visions
Moore	Brett	Ticonderoga	Natural Resources Management
Riper	Hannah	Ticonderoga	Allied Health
Smith	Aubrey	Ticonderoga	New Visions
Brack	Kaeli	Westport	New Visions
Keech	Kristina	Westport	Culinary Arts Management
Pierce	Owen	Westport	Automotive Technology

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: June 2019
Re: Board of Cooperative Educational Services Report

Special Education Division's Classroom & Schoolwide Events

Third Quarter Awards Assembly May 8, 2019

10 9 8 7 6 5 4 3 2 1



Once again, our students rose to the occasion of maintaining positive behavior at our 3 assemblies: Elementary Life Skills, Middle/High School, and Autism K-12. This time we added **Kindness Awards** given by Deputy Coonradt. Since it was also *Teacher Appreciation Week*, teachers in Elementary and Life Skills were acknowledged by Ms. Christiansen by a certificate, chocolate rosebud, and words of praise! All students showed improved audience behavior throughout the events. It was joyful to hear the students cheer for each other. Students were able to make a choice for an incentive: snacks to the

right and sensory tangibles to the left. It was interesting to observe that both were equally sought after. Some students even chose a banana! We applaud our students of all ages for taking part in the assemblies, standing for the pledge, listening for directions, taking turns, and celebrating each other's success. This shows that our community of learners is building competence, connections, character, and self-control. Our staff should also be commended for their relentless support.



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.

Semi Formal Dance at WAF



For the past few years we had a prom for the students and wanted to change it up a bit. The students had a semi formal with an Adirondack Theme. Thank you to our retiree Marge Trim who provided many of the decoration and lights along with her helpers Marge's sister, Allison Bola, Kara



Velie and many others the gymnasium was transformed. Our older students enjoyed the dance along with their parents and staff from 3 pm to 5 pm, then the next day all of our classes had a little break and some dancing. Gave us great ideas for the future!

April "Earth Day" Clean-up Challenge

Students from Mrs. Haley's class and Ms. Thorne's class put action to our challenge: *Cleaning up our CVES grounds for "Earth Day."* Our Life Skills classes added to the effort through the #trashbag. Teachers and Students worked alongside each other to create true green spaces for all to enjoy!



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.

Safety



This year the Special Education Division reviewed our facility to check any area that was a possible safety issue for students and staff. Mineville Gymnasium has a whole new look with the new padding and old unfunctional heating taken out. After Mineville we looked at the WAF Gymnasium. The back boards were old and welded and needed to be replaced. We now have new back boards and the students love them. Old climbing bars were removed and soon the old back stop in the field which is falling apart will be replaced with a fencing material. It will also be placed in a safer area away from the road way.

Nurses' Appreciation Week - May 6-10



Under the direction of our Art Teacher Roxanne Palmer, our students and staff colored individual Feathers to make these Angel wings as a beautiful expression of our thanks...to all Nurses. This display hung in our Nurses hallway for Nurses' Week beginning May 6th. The banner was then moved to the CVPH Hospital to thank all the Nurses there! We love our Nurses and all that they do for us! *Each one of you are amazing!*

In addition to the banner, several classrooms completed a community service project by making special ornaments and donating them to CVPH for the Nursing staff there. In addition to the banner, several classroom completed a community service project by making special ornaments and donating them to CVPH for the Nursing staff there.



Mrs. Rhino's classroom also invited Nurse Mindy Rhino, a registered Nurse at CVPH, to come to their classroom and read *Corduroy Goes to the Doctor*. Then, they let each student dress up like a nurse and listen to their own heartbeat! *That is some hands on learning at its best!*

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.



Mineville's Field Day

Mineville students enjoy fun in the sun and a picnic lunch for their annual field day. Dancing, volleyball, snow cones and an awesome bouncy house. Fun activities for all and smiles all around!



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

Coser	FINAL 924-2019 Regional Food Bank of NENY BackPack Program	FINAL 925-2019 RSE-TASC	927-2018 Core Rehabilitation Services	927-2019 Core Rehabilitation Services	944-2019 Early College High School Program and Pathways	947-2019 SLS Operating Aid	949-2019 SLS Categorical Aid for Automation	950-2019 EPE		
									Program Description	Approved Budget
	\$ 1,281	\$ 214,530	\$ 322,290	\$ 412,600	\$ 150,000	\$ 102,694	\$ 10,419	\$ 382,250		
	\$ 2,525	\$ 214,530	\$ 377,143	\$ 58,201	\$ 150,000	\$ 96,991	\$ 9,699	\$ 279,857		
	(1,281)	(22,524)	81,039	(134,884)	-	5,703	720	-		
	-	(5,585)	(40,070)	(8,088)	-	(8,079)	(48,899)	(296,440)		
	\$ 1,244	\$ 192,006	\$ 190,358	\$ (116,753)	\$ 150,000	\$ 1,506	\$ 1,754	\$ (65,482)		
	100%	10%	83%	42%	0%	99%	83%	90%		
	6/30/2019	6/30/2019	12/31/2018	12/31/2019	6/30/2021	6/30/2019	6/30/2019	6/30/2019		
	2/13/2019	11/6/2018	12/17/2014	2/7/2019	2/22/2019	6/8/2018	7/2/2018	9/13/2018		
	Berry	Gray	Berry	Berry	Gray	Gray	Gray	Friedman		

Coser	952-2019 WIOA, Title II, Adult Basic Ed	954-2019 Perkins IV Basic	956-2019 SLS Supplemental Operating Aid	959-2019 SNAP Employment & Training Venture IV	963-2019 North Country Region Career Pathways II	995-2019 WIOA Title II, Corrections	996-2019 NYS Basic Literacy- JCEO	997-2019 NYS Basic Literacy- One Work Source		
									Program Description	Approved Budget
	\$ 60,182	\$ 111,473	\$ 51,378	\$ 300,000	\$ 140,000	\$ 109,971	\$ 125,000	\$ 125,000		
	\$ 60,182	\$ 111,473	\$ 47,366	\$ 47,750	\$ 63,500	\$ 109,971	\$ 125,000	\$ 125,000		
	(49,560)	(88,528)	4,012	76,257	12,955	(82,351)	(108,927)	(107,310)		
	(10,571)	(22,625)	(2,497)	(65,848)	(4,165)	(15,403)	(15,784)	(15,985)		
	\$ 51	\$ 320	\$ 3,680	\$ 2,217	\$ 14,044	\$ 12,217	\$ 289	\$ 1,705		
	99.9%	99.7%	93%	41%	45%	89%	99.8%	99%		
	6/30/2019	6/30/2019	6/30/2019	9/30/2019	3/31/2019	6/30/2019	6/30/2019	6/30/2019		
	10/22/2018	8/8/2018	6/8/2018	11/30/2018	6/13/2018	11/2/2018	11/9/2018	11/5/2018		
	Friedman	Friedman	Gray	Friedman	Friedman	Friedman	Friedman	Friedman		

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

**Project Finance Approval Pending with Agency.