

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

**AGENDA FOR BOARD MEETING TO BE HELD AT THE YANDON-DILLON CENTER IN MINEVILLE ON
JULY 10, 2019, PROPOSED EXECUTIVE SESSION AT 6:30 PM – MEETING AT 7:30 P.M.**

- No Action 1. CALL TO ORDER: DISTRICT SUPERINTENDENT
- a. The Pledge of Allegiance
 - b. Roll Call of Board Members
 - c. Introduction of All Present
- No Action 2. OATH OF OFFICE (PLEASE SIGN AND HAVE NOTARIZED AT MEETING)
(Patricia Gero, Linda Gonyo-Horne, Richard Harriman, Sr., Richard Malaney, Lori Saunders
Doug Spilling, Michael St. Pierre & Scott Thurber)
- Action 3. ELECTION OF THE BOARD PRESIDENT/Oath of Office
- Action 4. ELECTION OF THE BOARD VICE PRESIDENT/Oath of Office
- Action 5. ELECTION OF THE BOARD DEPUTY VICE PRESIDENT/Oath of Office
- Action 6. APPOINTMENT OF VACANT BOARD MEMBER SEAT/Oath of Office
- No Action 7. EXECUTIVE SESSION
- No Action 8. INTRODUCTION OF ALL PRESENT
- No Action 9. PUBLIC HEARING ON CODE OF CONDUCT
10. CONSENT AGENDA RE-ORGANIZATIONAL
- Action a. Appointment of the Clerk of the Board/Oath of Office (Enc. 1)
 - Action b. Appointment of the Deputy Clerk of the Board/Oath of Office (Enc. 2)
 - Action c. Appointment of the Treasurer of the Board/Oath of Office (Enc. 3)
 - Action d. Appointment of the Deputy Treasurer of the Board/Oath of Office (Enc. 4)
 - Action e. Appointment of Claims Auditor/Oath of Office (Enc. 5)
 - Action f. Appointment of Deputy Claims Auditor/Payroll Auditor/Oath of Office (Enc. 6)
 - Action g. Appointment of Purchasing Agent (Enc. 7)
 - Action h. Appointment of Central Treasurer-Extraclassroom (Enc. 8)
 - Action i. Appointment of Records Access Officer (Enc. 9)
 - Action j. Appointment of Records Access Appeals Officer (Enc. 10)
 - Action k. Appointment of Records Management Officer (Enc. 11)
 - Action l. Appointment of Asbestos Designee (Enc. 12)
 - Action m. Appointment of Civil Rights Officers (Enc. 13)
 - Action n. Appointment of Section 504 Officer (Enc. 14)
 - Action o. Appointment of Medicaid Compliance Officer (Enc. 15)
 - Action p. Designating Personnel to Keep Attendance Register (Enc. 16)
 - Action q. Designating Official Bank Depositories (Enc. 17)
 - Action r. Authorization of Signatures on Checks (Enc. 18)
 - Action s. Authorization to Certify Payrolls (Enc. 19)

- Action t. Authorization to Approve Attendance at Conferences, Conventions & Workshops (Enc. 20)
- Action u. Authorization to Apply for Grants and Aid (Enc. 21)
- Action v. Extraclassroom Activity Fund (Enc. 22)
- Action w. Extraclassroom Faculty Auditor (Enc. 23)
- Action x. Authorization of Individuals to Collect Money (Enc. 24)
- Action y. Dignity Act Coordinators (Enc. 25)

No Action 11. OPINIONS AND CONCERNS FROM THE AUDIENCE (Enc. 26)

No Action 12. CAPITAL PROJECT UPDATE (Enc. 27)
--Dr. Mark Davey & Mr. Eric Bell

Action 13. MINUTES OF PREVIOUS MEETING
a. June 12, 2019 (Enc. 28)

14. CONSENT AGENDA FINANCIAL

- Action a. Certification of Warrant (Enc. 29)
- Action b. Treasurer's Report (Enc. 30)
- Action c. Petty Cash Funds (Enc. 31)
- Action d. Change Funds (Enc. 32)
- Action e. Donations (Enc. 33)
- Action f. Budget Increase (Enc. 34)
- Action g. Cross Contracts (Enc. 35)
- Action h. Contractor/Consultant Agreement (Enc. 36)
- Action i. Lease Agreement (Enc. 37)
- Action j. Land Purchase Agreement (Enc. 38)
- Action k. Cooperative Purchasing Alliances (Enc. 39)
- Action l. Participation in Cooperative Purchasing Program (Enc.40)
- Action m. Motorola Bid (Enc. 41)

15. OLD BUSINESS

Committees

- Action a. Budget Committee (Enc. 42)
- Action b. Audit Committee (Enc. 43)

16. CONSENT AGENDA PERSONNEL

- Action a. Resignations (Enc. 44)
- Action b. Rescind (Enc. 45)
- Action c. Civil Service Probationary Appointment (Enc. 46)
- Action d. Temporary Appointment (Enc. 47)
- Action e. Additional Work (Enc. 48)
- Action f. 2019 Special Education Summer School (Enc. 49)
- Action g. 2019 Summer Work (Enc. 50)
- Action h. Substitutes (Enc. 51)
- Action i. 2019-20 Temporary On-Call Rates (Enc. 52)

17. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- Action a. Appoint Board Reps to Serve on Clinton/Essex County School Boards (Enc. 53)
- Action b. Appoint Voting Delegate/Alternate for NYSSBA Convention (Enc. 54)
- Action c. Appoint NYSSBA Legislative Liaison (Enc. 55)
- Action d. CV-TEC Advisory Council Members (Enc. 56)
- Action e. Resolution to Approve Staffing Updates/Changes for Safety Plans (Enc. 57)
- Action f. Resolution Recognizing Interim District Superintendent of FEH BOCES (Enc. 58)
- Action g. Adopt Revised Policy (Code of Conduct) (Enc. 59)
- No Action h. Revised Policy – 1st Reading (Enc. 60)
- Action i. Adopt Revised Policy – Waive 1st Reading & Adopt (Enc. 61)
- No Action j. Policies to be Reviewed Annually (Enc. 62)
- No Action k. Policy Requiring Board Members Signature (Enc. 63)

18. NEW BUSINESS

- No Action a. None this Month

No Action 19. STRATEGIC PLAN UPDATE – Dr. Mark Davey

No Action 20. DISTRICT SUPERINTENDENT’S UPDATE

No Action 21. OTHER

No Action 22. NEXT BOARD MEETING

Wednesday, August 21, 2019, at the Instructional Services Center in Plattsburgh – Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.

No Action 23. REPORTS FROM DIRECTORS (Enc. 64)

Action 24. 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

August 21, 2019	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
September 11, 2019	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
October 9, 2019	Special Education Open House/Community Resources Fair – 4:00 p.m.
October 9, 2019	Audit Committee Meeting – Instructional Services Center, Plattsburgh – 5:00 p.m.
October 9, 2019	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
October 16, 2019	CV-TEC Family Night – Mineville – 6:00 p.m.
October 24, 2019	CV-TEC Family Night – Plattsburgh – 6:00 p.m.
October 24-26, 2019	NYSSBA Convention – Rochester
October 31, 2019	Board Budget Committee Meeting – Discuss Budget Development & Review 2019-20 Reconciliations – Instructional Services Center, Plattsburgh 7:00 p.m.
November 13, 2019	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
December 3, 2019	Board Budget Committee Meeting – Review Reconciliations & Set Parameters for 2020-21 Budgets – Instructional Services Center, Plattsburgh 7:00 p.m.
December 11, 2019	Audit Committee Meeting – John Harold Center, Plattsburgh 5:00 p.m.
December 11, 2019	Board Meeting – John Harold Center, Plattsburgh – 7:30 p.m.
January 8, 2020	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
January 28, 2020	Board Budget Committee Meeting – Analyze/Discuss Preliminary 2020-21 Budgets – Finalize Draft Budgets – ISC, Plattsburgh - 7:00 p.m.
February 12, 2020	Audit Committee Meeting – Instructional Services Center, Plattsburgh 5:00 p.m.
February 12, 2020	Board Meeting/Budget Presentations – ISC, Plattsburgh – 6:30 p.m.
February 13-15, 2020	AASA Convention – San Diego, CA
March 11, 2020	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
March 26, 2020	CV-TEC Open House – Plattsburgh – 6:00 p.m.
April 4-6, 2020	NSBA Convention – Chicago, IL
April 7, 2020	CV-TEC Open House – Mineville – 6:00 p.m.
April 8, 2020	Annual Meeting – ISC, Plattsburgh – 6:30 p.m.
April 23, 2020	Election of CVES Board Members and Vote on Administrative Budget
May 12, 2020	NTHS Ceremony – Rainbow Banquet Hall, Altona – 7:00 p.m.
May 13, 2020	Audit Committee Meeting – Yandon-Dillon Center, Mineville 5:00 p.m.
May 13, 2020	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
May 20, 2020	NTHS Ceremony – Moriah High School Auditorium – 7:00 p.m.
May 27, 2020	SkillsUSA Awards Banquet – Butcher Block – 6:00 p.m.
June 10, 2020	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
June 11, 2020	No. Country Loggers Awards Banquet – 6:00 p.m.
June 12, 2020	WAF Graduation Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 13, 2020	HSED Graduation – Westside Ballroom – 1:00 p.m.
June 23, 2020	CV-TEC Plattsburgh Graduation Ceremony – SUNY Field House – 7:00 p.m.
June 24, 2020	CV-TEC Mineville Graduation Ceremony – Moriah Central School – 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 appoint Meaghan Rabideau to the position of Board Clerk, effective July 10, 2019 through the July 2020 Reorganization Meeting, per terms and conditions of Salary & Benefit Agreement.

ENC. 2

Recommend that the Board appoint Louise Jackstadt to the position of Deputy Board Clerk, as needed, effective July 10, 2019 through the July 2020 Reorganization Meeting, with an additional compensation of \$49.46/hour for hours worked beyond the contractual work day.

ENC. 3

Recommend that the Board appoint Christine Myers to the position of Treasurer of the Board, effective July 10, 2019 through the July 2020 Reorganization Meeting, per terms and conditions of Employment Agreement.

ENC. 4

Recommend that the Board appoint Jessica Laclair to the position of Deputy Treasurer of the Board, as needed, effective July 10, 2019 through the July 2020 Reorganization Meeting, with an additional compensation of \$35.18/hour for hours worked beyond the contractual work day.

ENC. 5

Recommend that the Board appoint Angela Jennette to the position of Claims Auditor, effective July 10, 2019 through the July 2020 Reorganization Meeting, with an additional compensation of \$35.00/hour for hours worked beyond the contractual work day.

ENC. 6

Recommend that the Board appoint Jessie Moulton to the position of Deputy Claims Auditor/Payroll Auditor, effective July 10, 2019 through the July 2020 Reorganization Meeting, with an additional compensation of \$44.43/hour for hours worked beyond the contractual work day.

ENC. 7

Recommend that the Board appoint Stephanie Trombly to the position of Purchasing Agent, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 8

Recommend that the Board appoint Colby Siskavich to the position of Central Treasurer-Extraclassroom Activity Fund, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 9

Recommend that the Board appoint Meaghan Rabideau to the position of Records Access Officer, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 10

Recommend that the Board appoint Dr. Mark Davey to the position of Records Access Appeals Officer, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 11

Recommend that the Board appoint Christine Myers to the position of Records Management Officer, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 12

Recommend that the Board appoint Jeffrey Sisson as the Asbestos Designee, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 13

Recommend that the Board appoint James McCartney and Cathy Snow as CVES Civil Rights Compliance Officers, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 14

Recommend that the Board appoint Bonnie Berry as CVES Section 504 Compliance Officer effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 15

Recommend that the Board appoint Bonnie Berry as Medicaid Compliance Officer effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 16

Recommend that the Board designate Jeffrey Sisson to supervise the keeping of the register of attendance in accordance with the Attendance Policy #4890, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

ENC. 17

1. Recommend that the Board designate TD Bank and New York Cooperative Liquid Assets Security System (NYCLASS) as the official depositories for CVES operating accounts for the 2019-20 school year.

2. Recommend that the Board designate the following banks as official depositories for temporary investments, as authorized by Board Policy, for the 2019-20 school year: TD Bank, Community Bank, Glens Falls National Bank & Trust Co., National Bank and Trust (NBT), KeyBank, Champlain National Bank and Adirondack Bank.

ENC. 18

Recommend that the Board authorize the Assistant Superintendent of Management Services, District Treasurer and the Deputy Treasurer to sign checks.

ENC. 19

Recommend that the Board authorize the Assistant Superintendent of Management Services as Certifier of Payroll at no additional compensation, and appoint the Assistant Superintendent for Instruction & 21st Century Learning as Certifier of Payroll, as needed, effective July 10, 2019 through the July 2020 Reorganization Meeting, with an no additional compensation.

ENC. 20

Recommend that the Board authorize the District Superintendent to approve attendance at conferences, conventions and workshops, including associated expenses based on CVES policy #6830.

ENC. 21

Recommend that the Board authorize the District Superintendent to apply for grants and aid.

ENC. 22

Extraclassroom Activity Fund

This is the fund which accounts for the monies raised by students through their projects. There is a need to have staff involved with the management of this fund. It is recommended that the following people be appointed to monitor this fund, effective July 10, 2019 through July 2020 Reorganization Meeting, with no additional compensation:

Chief Faculty Advisors – Adam Facteau for the Plattsburgh Campus, James McCartney for the Satellite Campus, and Grace Stay for the Mineville Campus.

ENC. 23

Recommend that the Board appoint Christine Myers as the Extraclassroom Faculty Auditor, effective July 10, 2019 through the July 2020 Reorganization Meeting, at no additional compensation.

ENC. 24

Recommend that the Board authorize the following individuals to collect money at all CVES locations for the 2019-20 school year:

CV-TEC – Plattsburgh & Satellite Campuses

Bevan Gertsch-Cochran – Culinary Arts Management

Tanner Senecal – Culinary Arts Management

Jennifer Parker – Environmental Conservation/Forestry

Joshua Pierce – Environmental Conservation/Forestry

Beverly Thwaites - Cosmetology

Lisa Banker – Cosmetology

Erin Meyer – Animal Science/Veterinary Assistant

Dana Grant – Animal Science/Large Animal Production

Michael Guillette – Graphic Design & Communication

Christina LeFevre - Adult Education Tuitions and other CV-TEC programs

Debra Geddes – Adult Education Tuitions and other CV-TEC programs

Stacie Winchell – Adult Education Tuitions and other CV-TEC programs

Diana Handly - Adult Education Tuitions and other CV-TEC programs

Nicole Osika – Adult Education Tuitions and other CV-TEC programs

CV-TEC – Mineville

Kimberly Lincoln – Cosmetology

Marcie Frasier – Special Education and CV-TEC program activities

Special Education – Plattsburgh

Janet Arthur – Special Education program activities

Karen Davis - Special Education program activities

Tonya Robinson – Work Experience program activities

Special Education – Mineville

Joan McGowan – Career Pathways activities

ENC. 24 CONTINUED

Instructional Services Center

Julie Duprey – Participant fees and other ISC services
Angela Jennette – Participant fees and other ISC services
April Miner – Participant fees and other ISC services

Business Office – Satellite Campus

Gabrielle Dion – Bank deposits and general collections
Jessica LaClair – Bank deposits and general collections
Sherry Aguglia – Bank deposits and general collections

Cafeteria

Adele Huchro – Mineville Campus, Cafeteria Sales
Julie Holbrook – Mineville & Plattsburgh Campus, Cafeteria Sales
Irvin German – Plattsburgh Campus, Cafeteria Sales

ENC. 25

Recommend that the Board approve the following Dignity Act Coordinators for the 2019-20 school year:

Adam Facteau – Main Campus, John Harold Building
James McCartney – Satellite Campus
Grace Stay – Mineville Campus
Daniel Valenzuela – Main Campus, William A. Fritz Building

ENC. 26

Opinions and Concerns from the Audience

ENC. 27

Capital Project Update

ENC. 28

Recommend that the Board approve the Draft Minutes from the June 12, 2019 Regular Board meeting. (attached)

ENC. 29

Recommend that the Board approve the Certification of Warrant for June 3, 2019 to June 21, 2019. (attached)

ENC. 30

Recommend that the Board approve the Treasurer's Report for May 31, 2019. (attached)

ENC. 28

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

DRAFT

DATE: June 12, 2019
KIND OF MEETING: Regular Board Meeting
PLACE: Instructional Services Center, Plattsburgh

Board Members Present:

Larry Barcomb
Leisa Boise (left at 8:32 pm)
Jane Donahue
Patricia Gero
Linda Gonyo-Horne
Richard Harriman, Sr. (left at 8:32pm)
Donna LaRocque
Ed Marin (arrived 8:32 pm)
Thomas McCabe
Bruce Murdock
Lori Saunders
Florence Sears
Michael St. Pierre

Board Members Absent:

Evan Glading
Richard Malaney

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
Michele Friedman
Bonnie Berry
Betsy Laudrie

MEETING
TO ORDER

The Board President called the meeting to order at 6:37 p.m.

EXECUTIVE
SESSION

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, that the Board go into Executive Session at 6:39 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) and #6 pertaining to a matter leading to the employment history of particular person or persons, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension dismissal, or removal of a particular person and #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. All Board Members present voted yes—motion carried.

The Board reviewed and discussed the District Superintendent's 2018-19 annual evaluation and then met with Dr. Davey to review their discussion and summary. Second, Meghan Zedick, Esq. of the law firm Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC of Plattsburgh was present to advise the Board on several legal matters including potential litigation and a conference call with CVES' NYSIR appointed attorney, Tom Kelly, Esq. on a legal matter. Third, there were several Capital Project updates including discussion of the resolution to purchase land for the Capital Project on the Board agenda. Additionally, there were several labor relations updates including the review of individual contracts and updates on negotiations. Fifth, an

update was shared on the Director of Special Education search and its continuation.

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, that the Board come out of Executive Session at 8:31 p.m. All Board Members present voted yes—motion carried.

Board members Mr. Richard Harriman Sr. and Mrs. Leisa Boise left the meeting at 8:32 p.m. and Mr. Ed Marin arrived and joined the meeting at 8:32 p.m.

OPINIONS &
CONCERNS FROM
AUDIENCE

Dr. Davey recognized Board members Jane Donahue, Florence Sears and Donna LaRocque, whose terms on the CVES Board will end on June 30, 2019. Each Board member received certificates of appreciation on behalf of President Barcomb, District Superintendent Dr. Davey, CVES and the entire Board. Dr. Davey and Mr. Barcomb thanked each Board member for their years of service, dedication and diligence to the Board and to CVES. Next, Board member Donna LaRocque shared that she attended both the Skills USA and North Country Loggers Banquets recently and that both ceremonies were outstanding. Lastly, Board member Linda Gonyo-Horne, thanked Dr. Davey and Special Education Principal Daniel Valenzuela for providing an exceptional ACES presentation to Custom and Border Protection employees across the nation via video conference.

STRATEGIC PLAN
END-OF-YEAR
UPDATE

Dr. Davey thanked the entire CVES staff, the CVES Board and District Planning Team for all of their support and participation. The Strategic Plan, completing its fifth year, continues to be a vibrant, relevant and comprehensive goal planning and implementation effort and initiative throughout CVES. Dr. Davey outlined several successes for the 2018-19 school year, which included the successful Capital Project Referendum, the 6th Annual Strategic Plan Survey, and continued Strategic Plan implementation. Teri Calabrese-Gray, Mr. Eric Bell, Mrs. Michele Friedman and Mrs. Bonnie Berry then provided divisional highlights and updates for the 2018-19 school year to the Board.

CAPITAL PROJECT
UPDATE

Mr. Eric Bell provided a CVES Capital Project update to the Board starting with items recommended for approval on the agenda which include the PAI land purchase. Mr. Bell reported that with the Board's approval of the purchase this evening, as of July CVES will no longer make lease payments on this property. CVES and Tetra-Tech continue to proceed with the design phase of the project and working with the Construction Manager to develop cost estimates. The Construction Document phase is next and will be followed-up with another cost estimate. Mr. Bell indicated that the South Hanger has been completely cleaned out at this time and thanked Mr. McCartney and team for their help. Lastly, Mr. Bell provided updates to the project schedule, third party review, and the Fire Alarm mini capital project. Dr. Davey concluded the update by informing the Board that new signage at the Plattsburgh Main campus has been recently added for bus traffic safety.

PREVIOUS
MINUTES

Mr. Murdock moved, seconded by Mrs. Saunders, that the Board approve the minutes of the May 8, 2019 Board meeting as presented. All Board Members present voted yes—motion carried.

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board 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*”. All Board Members present voted yes—motion carried.

CONSENT
AGENDA
FINANCIAL

Mrs. Gonyo-Horne moved, seconded by Mrs. Saunders, to approve the following Consent Agenda Financial items 8a-8t as presented. All Board Members present voted yes—motion carried.

CERTIFICATION
OF WARRANT

(8a) Approve the Certification of Warrant for April 29, 2019 to May 31, 2019 as presented.

TREASURER’S
REPORT

(8b) Approve the Treasurer’s Report from April 30, 2019.

DONATIONS

(8c) 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)	41.17

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.

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.

BUDGET
INCREASE

(8d) 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)

CROSS-
CONTRACT
BUDGETS
CROSS-
CONTRACT
BUDGETS
CONTINUED

(8e) 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)

CROSS-
CONTRACT
BUDGET
INCREASES

(8f) 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)

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)

SPECIAL AID
FUND PROJECTS

(8g) 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).

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)

SPECIAL AID
FUND PROJECTS
CONTINUED

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)

SPECIAL AID
FUND PROJECT
CONTINUATIONS

(8h) 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.

FIRE ALARM
IMPROVEMENT
CAPITAL PROJECT
COST INCREASE

(8i) Increase 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)

FIRE ALARM
IMPROVEMENT
CAPITAL PROJECT

(8j) 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 complaint 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.

CONTRACTOR/
CONSULTANT
AGREEMENTS

(8k) 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)
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)
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)
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)
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)

CONTRACTOR/
CONSULTANT
AGREEMENTS
CONTINUED

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)

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)

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)

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)

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)

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)

COOPERATIVE

(8L) Approve the following resolution to participate in Cooperative Purchasing

PURCHASING
ALLIANCES

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;

COOPERATIVE
PURCHASING
ALLIANCES
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.

AGREEMENT
RENEWAL TERM

(8m) 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)

MEMORANDUM
OF AGREEMENT

(8n) 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)

AGREEMENTS

(8o) 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)

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)

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)

SUMMER FOOD
SERVICE
PROGRAM

(8p) 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.

RETIREMENT
CONTRIBUTION
RESERVE –

(8q) Adopt the following resolution for the Retirement Contribution Reserve - TRS Sub-Fund:

RESOLUTION TO
ESTABLISH 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:

RETIREMENT
CONTRIBUTION
RESERVE –
RESOLUTION TO
ESTABLISH TRS
SUB-FUND
CONTINUED

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");
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.

RESOLUTION FOR
TRANSFER FROM
RETIREMENT
CONTRIBUTION
RESERVE FUND
TO TRS SUB-FUND

(8r) Adopt Resolution for Transfer from Retirement Contribution Reserve Fund to TRS Sub-Fund:

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.

EMPLOYEE
BENEFIT
ACCRUED
LIABILITY
RESERVE FUND –
RESOLUTION TO
RE-ESTABLISH

(8s) 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.

EMPLOYEE
 BENEFIT
 ACCRUED
 LIABILITY
 RESERVE FUND –
 RESOLUTION TO
 RE-ESTABLISH
CONTINUED

UNCOLLECTIBLES

(8t) 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	

OLD BUSINESS

Audit Committee Meeting minutes from the February 14, 2019 meeting were shared with the Board.

CONSENT
 AGENDA
PERSONNEL

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

RESIGNATIONS
FOR THE PURPOSE
OF RETIREMENT
MITCHELL,
BURKE

(10a) 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

RESIGNATIONS
HAMMS, BISHOP,
BROWNWOOD,
REESE, DERONE

(10b) 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

RESCIND/
TEMPORARY
APPOINTMENT
HELLEN

(10c) 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 appoint Brittani Hellen to temporary appointment as a Teaching Assistant, effective September 1, 2018 through June 30, 2019.

AMENDMENT

(10d) Amend the 52-week Probationary Appointment that was approved at the February 14, 2019 Board meeting, with the following changes:

1. Chester Woods, Custodial Worker, Effective ~~February 18, 2018~~ *February 18, 2019*, Annualized Salary of \$29,421.00, Prorated Salary of \$10,749.98.

FOUR-YEAR
PROBATIONARY
APPOINTMENT
THORNE

(10e) Appoint the following person(s) to a Four-Year Probationary Appointment as follows:

1. Kayla Thorne, Special Education Teacher, Effective April 25, 2019, Annual Base Salary of \$43,645.00, Pro-Rated Salary of \$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).

CIVIL SERVICE
PROBATIONARY
APPOINTMENTS

(10f) Appoint the following person(s) to a 52-week Civil Service Probationary appointment as follows:

ROSSELLI,
BEDARD,
CUMMINGS,
CASSAVAUGH,
JACQUISH

1. Brandy Rosselli, Teacher Aide/ Student Aide, Effective June 13, 2019, Annualized Salary of \$16,232.00, Prorated Salary of \$815.68.
2. Madison Bedard, Teacher Aide/ Student Aide, Effective June 13, 2019, Annualized Salary of \$16,232.00, Prorated Salary of \$815.68.
3. Jacob Cummings, Teacher Aide/ Student Aide, Effective June 13, 2019, Annualized Salary of \$16,232.00, Prorated Salary of \$815.68.
4. Morgyn Cassavaugh, Teacher Aide/ Student Aide, Effective June 13, 2019, Annualized Salary of \$16,232.00, Prorated Salary of \$815.68.
5. Iola Jacquish, Teacher Aide/ Student Aide, Effective Date June 13, 2019, Annualized Salary of \$16,232.00, Prorated Salary of \$815.68.

PART-TIME
HOURLY
APPOINTMENT

(10g) 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

TEMPORARY
GRANT
APPOINTMENTS

(10h) 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

ADDITIONAL
WORK

(10i) 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

2019 SUMMER
WORK

(10j) 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 Bernhard, 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

2019 SUMMER
 WORK
CONTINUED

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
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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

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
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Mark Brown, Computer Technology Teacher	Not-to-Exceed 6 hours
Lisa Fisher, Alternative Education Teacher – Social Studies	Not-to-Exceed 6 hour
Nicole Maicus Teaching Assistant	Not-to-Exceed 6 hour
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
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Summer Electrician \$50.00/hour

Fredric Johnson	Not-to-Exceed 100 hours
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2019 SUMMER
 WORK
CONTINUED

Summer Laborer \$12.50/hour

Charles Roberts	Not-to-Exceed 42 days
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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
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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

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

2019 SUMMER
 WORK
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

2019 SUMMER
WORK
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

2019 SPECIAL
 EDUCATION
 SUMMER SCHOOL
 STAFFING

(10k) 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

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
	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
2019 SPECIAL	Donna Lindsay	WAF
EDUCATION	Briana Marbut	WAF
SUMMER SCHOOL	Katie McClatchie	WAF
STAFFING	Annette Miller	WAF
<u>CONTINUED</u>	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
Iola Jaquish	WAF
Morgyn Cassavaugh	WAF
Donna Carmia	WAF
Elora Romano	WAF

Teacher Aide/Student Aide, \$15.00/hour

Angela Cook	WAF
Christina Durgan	WAF
Penny Bowers	WAF
Sarah Agnew	WAF
Camden Secone	WAF
Erica Niles	WAF
Taylor Manor	WAF
Grace Mayhew	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
Jessica Mitchell-Briehl	WAF
Cherie Passno	WAF
Crystal Rhino	WAF
Madeline Seller	WAF
Ellen Supinski	WAF
Kayla Thorne	WAF
Jordan Wendling	YDEC

Teacher, \$39/hour
 Sue Mitchell

Teaching Assistant, hourly rate of pay per contract

Joanne Beaudry	WAF
Chelsea Benway	WAF

2019 SPECIAL
 EDUCATION
 SUMMER SCHOOL
 STAFFING
CONTINUED

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

2019 SPECIAL
 EDUCATION

SUMMER SCHOOL
 STAFFING
 CONTINUED

<u>Teacher for the Speech and Hearing Handicapped, hourly rate of pay per contract</u>	
Laura Birtz-Sisson	WAF
Christie Lee	WAF

Speech Language Pathologist, hourly rate of pay per contract

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

Speech Language Pathologist, \$39/hour

Bailey Rabideau	WAF
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School Psychologist, hourly rate of pay per contract

James Anderson	YDEC
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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

2019 SPECIAL
EDUCATION
SUMMER SCHOOL
STAFFING
CONTINUED

Physical Education Teacher, hourly rate of pay per contract
Kim Mayer WAF

Interpreter of the Deaf, \$25/hour
Erin Burke WAF

Food Service Helper, hourly rate of pay per contract
Jocelyn Lopez

Lifeguard, hourly rate of pay per contract
Henry Aguilar WAF

FACILITATORS/
SCORERS

(10L) 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
Athena Angelos
Julie Ashline
Elizabeth Baker
Celeste (Cookie) Barker
Joanne Beaudry
Bonnie Berry
John Bill
Stephen Broadwell
Mark Brown
Gregory Camelo
Tammy Casey
Pete Castine
Holley Christiansen
Teresa Cioppa
Mary Clackler

Theresa Figoni
Sarah Fink
Robyn Poulsen
Jacquelyn Germain
Bonnie Gregware
Andrya Heller
Katherine Houseal
Kathleen Howard
Tracey Howard
Cheryl Hutchins
Karen Irwin
Paul Jebb
Anne King
Janel Kingsley
Tammy LaBombard
Jane Landry

Cheryl Phillips
Susan Picard
Susanne Ford-Croghan
Cheryl Pray
Mary Elaine Rice
Joyce Rovers
Charlene Rydgren
Ann Schmitt
A. Paul Scott
James Sheffer
Rebecca Shuman
JoAnne Slater
Lori Southwick
Susan Stafford-Gough
Mary Ellen Stanton
Rhona Stoffel

FACILITATORS/
SCORERS
CONTINUED

Facilitator, \$30.00/hour

Sanford Coakley
Brad Countermin
Theresa Crowningshield
Deborah Daly
Carol Dandrow
Jennifer Daniels
Heather Deans
Dean Delano
Joy Demarse
Kim Denton
Cheryl Dodds
Brenda Drummond
Jennifer Dyer
Penny Favreau
Kaitlin Fielder

Jackie LaPoint
Juliane LaRock
Mary Lou Leavitt
Dean Lincoln
Laurie Martin
Kim Mayer
Kerry Mero
Philip Mero
Julia Miller
Jessica Mitchell-Briehl
Donald Olcott
Joanna Orr
Jane Owens
Sonal Patel-Dame
Brigitte Phillips

Theresa Tregan
Angie Waldron
Elaine Whitcomb
Michelle Whitford
Sandra Wilkins
Paul Wisher
Donna Wyant
Kim Mayer
David Slater
Tonya Robinson
Angie Waldron
Andrea Martino-Mott
William Fish
Chris Falvey

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

FACILITATORS/
SCORERS
CONTINUED

ADULT
EDUCATION
COURSE
INSTRUCTORS

(10m) 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
Amy Burdo
GayEllen Carlsson
Dalton Castine
Stephen Couture
Laura Dancoes
Shawna DeAnglo
Alexis Dirolf
Judy N. Dobbs
Michael Drew
Lori Ducharme
Jennifer Gero
Patricia Goodell
Dana Grant

Jaimie Plumadore
Dana Poirier
Susan Richards
Thomas Rodriguez
Lance Sayward
Ann Schmitt
Kevin Shaw
Tanner Senecal
Leonard Smart
Bridget Snow
Tiffany Snow
Maria Spadafora
Dena Tedford
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 Facticeau
Ellen Lamora
Shirley LaReau-Kemp
Mallory Mattison
Jaimie Plumadore
Ann Schmitt
Maria Spadafora
Erin Spoor
Dena Tedford

ADULT
EDUCATION
COURSE
INSTRUCTORS
CONTINUED

SUBSTITUTES

(10n) 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
Samantha Durgan	Teacher Aide/Student Aide
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>
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

CAREER AND
TECHNICAL
EDUCATION
CERTIFICATION &
RE-CERTIFICATION

Mr. Murdock moved, seconded by Mrs. LaRocque 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

All Board Members present voted yes—motion carried.

REVISED POLICY
1st READING

The following revised policy was presented for a first reading:

#5300 – Code of Conduct

REQUEST FOR
APPROVAL TO
ATTEND
CONFERENCE/
WORKSHOP

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

Richard Harriman, Sr., Larry Barcomb, Donna LaRocque, Ed Marin, Lori Saunders, & Linda Gonyo-Horne
NYSSBA Annual Convention & Education Expo
October 24-26, 2019 Rochester, NY (overnight accommodations needed)

All Board Members present voted yes—motion carried.

TEMPORARY
APPOINTMENT

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board appoint the following person(s) to a Temporary Appointment as follows:

RYAN

1. Shawn Ryan, Security and Law Enforcement Teacher, Effective September 1, 2019 to June 30, 2020, Annualized Salary of \$44, 395 (2019-2020), (Salary will increase once contractual agreement for 2019-20 is approved). All Board Members present voted yes—motion carried.

ADULT
EDUCATION
INSTRUCTORS

Mrs. LaRocque moved, seconded by Mrs. Saunders, that the Board approve the following Adult Education Course Instructors for the 2019-2020 School Year:

Adult Education, hourly rate of pay per contract

Fredric Johnson
Katie Labonte
Susan Levaque

All Board Members present voted yes—motion carried.

LONG-TERM SUB
ADMINISTRATOR
FORD-JOHNSTON

Mr. Murdock moved, seconded by Mr. St. Pierre, that the Board approve the list of Interim Administrators for the period of July 1, 2019 through June 30, 2020:

Long-Term Sub Administrator \$450.00/day

Cynthia Ford-Johnston - ADK P-TECH Principal .4 FTE
All Board Members present voted yes—motion carried.

2019 SUMMER
WORK

Mrs. LaRocque moved, seconded by Mr. Murdock, that the Board approve the following 2019 Summer Work:

Life Skills Curriculum, hourly rate of pay per contract

Faye Dayton, Special Education Teacher Not-to-Exceed 24 hours
All Board Members present voted yes—motion carried.

SUBSTITUTES

Mrs. Saunders moved, seconded by Mrs. Gonyo-Horne, that the Board approve the following Substitute and Temporary-On-Call appointments for the 2019-2020 school year:

<u>Name</u>	<u>Position</u>
Donna Lavene	Account Clerk Typist
Lyndon Johnson	Principal

All Board Members present voted yes—motion carried.

SALARY &
BENEFIT
AGREEMENT
RABIDEAU

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, upon the recommendation of the District Superintendent, BE IT RESOLVED that the Board Ratify the Salary & Benefit Agreement by and between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Meaghan Rabideau, District Clerk, effective July 1, 2019 through June 30, 2022. All Board Members present voted yes—motion carried.

SALARY &
BENEFIT
AGREEMENT
JACKSTADT

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, upon the recommendation of the District Superintendent, BE IT RESOLVED that the Board Ratify the Salary & Benefit Agreement by and between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Louise Jackstadt, Confidential Secretary to the Superintendent, effective July 1, 2019 through June 30, 2021. All Board Members present voted yes—motion carried.

DISTRICT
SUPERINTENDENT
CONTRACT

Mr. Murdock moved, seconded by Mrs. Saunders, that upon advice and approval of Counsel, BE IT RESOLVED, that the contract for the District Superintendent be extended for an additional 12 months, through June 30, 2022, and that the annual salary for the 2019-20 school year be set at \$173,432.48 including the portion paid by the State of New York pursuant to Education Law §2209 (i.e. \$43,499) and the supplementary salary paid by BOCES pursuant to Education Law §1950(4)(a) (i.e. \$129,933.48); and that any changes to conform the benefits provided in the Agreement to legal requirements be included. All Board Members present voted yes—motion carried.

DISTRICT SUPT.
UPDATE

Dr. Davey first confirmed the date of Tuesday, October 1, 2019 with the Board, as the upcoming Board retreat; additional details will follow. Dr. Davey then congratulated Board member Linda Gonyo-Horne for receiving the Outstanding Rural Schools Board of Director's Member award from the Rural Schools Association for her continued support, participation and advocacy on behalf of Rural Schools. Third, the Board was provided a brief Workers' Compensation & Health Insurance Consortium update including changes to the Health Insurance that were communicated to employees and retirees during recent presentations given by Dr. Hollis Palmer, the current Administrator of the Health Insurance Consortium (soon to be replaced with Mr. Jonathan Parks). Fourth, Dr. Davey provided an Elizabethtown-Lewis-Westport (ELW) CSD Board of Education update. The newly merged district will now be known as Boquet Valley Central School District and Dr. Davey congratulated Mr. Joshua Meyer as the new Superintendent. His appointment will begin on July 1, 2019 when the newly merged district begins its official operation. Next, Dr. Davey shared the following upcoming CVES events with the Board:

- Mineville Campus Special Education Graduation –June 13, 2019 – 10:00 am
- WAF Graduation Ceremony –June 14, 2019 – 9:00 am
- HSED Graduation –June 15, 2019 – 1:00 pm
- CV-TEC Mineville Graduation –June 19, 2019 – 7:00 pm
- CV-TEC Plattsburgh Graduation – June 20, 2019 – 7:00 pm

Lastly, Dr. Davey shared several DS photos taken throughout the month of June showcasing recent events and ceremonies.

OTHER

Dr. Davey acknowledged and congratulated numerous CVES retirees from the 2018-19 school year with a combined total of 190 years of service.

NEXT BOARD
MEETING

The next Board meeting will be held on Wednesday, July 10, 2019, at the Yandon-Dillon Center in Mineville. An anticipated Executive Session will begin at 6:30 p.m.,

monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, to adjourn the meeting at 9:41 p.m. All Board Members present voted yes—motion carried.

DRAFT

M. Rabideau, Board Clerk

ENC. 29

MEMO

To: Meaghan Rabideau, BOCES Board Clerk
Clinton-Essex-Warren-Washington BOCES
From: Angela Jennette, Claims Auditor
Date: June 24, 2019
Re: Report for Board Agenda for July 10, 2019 Meeting

The following warrant claims were reviewed from June 3, 2019 to June 21, 2019:

<u>Warrant No. & Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #48 - 06/06/2019 *Check Nos: 225671-225748**		\$ 364,743.63
W #49 - 06/13/2019 *Check Nos: 225750-225968** 226030-226142**		\$ 4,552,305.32
W #50 - 06/20/2019 *Check Nos: 226166-226244		\$ 490,092.51

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

IRS-EFTPS:

PR #25- Wire #941-053119- Warrant #48;
PR #26- Wire #941-061419- Warrant #50;

BOCES AID:

ID#007419-AIDJUNE19- Warrant 49;

NYS Quarterly Sales Tax:

Wire #ST100MAY19- Warrants #50;

ERATE:

Wire #ERATE1718- Warrant #50;

NYS Promptax:

PR #25- Wire #NYS-053119- Warrant #48;
PR #26- Wire #NYS-061419- Warrant #50;

Omni Financial Group:

PR #26- Wire #OMN-061419- Warrant #49;

Health Ins. Monthly:

Wire #HINS062019- Warrant #49;

NYS Office of Comptroller ERS Retirement & Loans:

PR#24&25-Wire #ERS-MAY19-Warrant #49;

Health Insurance Consortium Payments:

6/6/19	\$ 1,171,061.56
6/13/19	\$ 1,332,900.81
6/20/19	\$ 1,520,257.35

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

Internal Claims Auditor
(Signature) Angela Jennette

CC: Eric Bell
Christine Myers

<u>Date</u>	<u>Warrant</u>	<u>Vendor #</u>	<u>Claim Audit Finding:</u>	<u>Summary Business Office Response:</u>	<u>Resolution/Options:</u>
06/05/19	Pending W#48	279	Missing "Ok to Pay".	Will obtain "Ok to Pay".	Removed from final warrant.
06/05/19	Pending W#48	10640	Missing invoice for payment on schedule.	Added payment to schedule.	Approved for final warrant.
06/06/19	Final W#48				\$364,743.63
06/12/19	Pending W#49	14433	Order placed without Purchase Order in place. Also missing "Ok to Pay".	Division booked without appropriate approvals in place, insurance and liability associated with purchase. Memo from Purchasing Agent and ASMS to division and will obtain Ok to Pay. Also vendor will be notified in writing that no purchase should be made without a Purchase Order in place.	Removed from final warrant.
06/12/19	Pending W#49	90301	Training took place without Purchase Order requested.	Due to transition of new staff in division, entry of Purchase Order was missed and overlooked. Informed Division Accountant to ensure and obtain reason for NOP in future.	Approved for final warrant.
06/12/19	Pending W#49	14232	Travel over 60 days; first offense.	Memo sent to employee for timely submission requirements.	Approved for final warrant.
06/13/19	Final W#49				\$4,552,305.32
06/19/19	Pending W#50	13051	Claims on 2 different fiscal schedules.	Will put on 1 schedule.	Removed from final warrant.
06/19/19	Pending W#40	91101	Event without Purchase Order requested.	Overlooked by division. Purchasing Agent will address with Coordinator.	Approved for final warrant.
06/20/19	Final W#50				\$490,092.51

**CLINTON-ESEX-WARREN-WASHINGTON BOCES
TREASURER'S REPORT - MAY 31, 2019**

	Cash Balance		Cash Receipts		Cash Disbursements		Cash Balance	
	April 30, 2019	May	May	Year To Date	May	Year To Date	May 31, 2019	May 31, 2019
I. CHECKING ACCOUNTS								
TD Bank - Depository								
General Fund	\$ 2,955,018.93	\$ 5,792,330.80	\$ 2,940,531.53	\$ 42,315,660.23	\$ 2,940,531.53	\$ 41,447,601.44	\$ 5,806,818.20	\$ 5,806,818.20
Special Aid Fund	\$ 118,955.51	\$ 380,436.14	\$ 155,032.47	\$ 2,637,302.89	\$ 155,032.47	\$ 2,063,576.24	\$ 344,359.18	\$ 344,359.18
Trust & Agency Fund	\$ 489,156.96	\$ 48,888.99	\$ -	\$ 645,450.51	\$ 48,888.99	\$ 186,282.00	\$ 538,045.95	\$ 538,045.95
School Lunch Fund	\$ (37,303.10)	\$ 17,771.06	\$ 8,910.18	\$ 85,549.47	\$ 8,910.18	\$ 106,732.96	\$ (28,442.22)	\$ (28,442.22)
Capital Fund	\$ (74,894.92)	\$ -	\$ 74,054.10	\$ -	\$ 74,054.10	\$ 147,789.83	\$ (148,949.02)	\$ (148,949.02)
Private Purpose Trust Fund	\$ (100.00)	\$ 400.00	\$ 1,000.00	\$ 4,415.52	\$ 1,000.00	\$ 5,115.52	\$ (700.00)	\$ (700.00)
TD Bank - Operating								
General	\$ 345,579.36	\$ 3,138,331.08	\$ 3,142,169.76	\$ 43,140,031.60	\$ 3,142,169.76	\$ 42,911,159.67	\$ 341,740.68	\$ 341,740.68
SAVINGS ACCOUNTS								
NYCLASS								
Trust Fund Non-Expendable	\$ 11,758.63	\$ 22.90	\$ -	\$ 522.16	\$ 11,781.53	\$ -	\$ 11,781.53	\$ 11,781.53
Private Purpose Trust Fund	\$ 11,334.23	\$ 22.01	\$ -	\$ 514.26	\$ 11,356.24	\$ 500.00	\$ 11,356.24	\$ 11,356.24
TOTAL CASH ON HAND	\$ 3,819,505.60			\$ 88,829,446.64	\$ 6,876,010.54	\$ 86,868,757.66	\$ 6,876,010.54	\$ 6,876,010.54

II. RECONCILIATION TO BANK STATEMENTS

	May 31, 2019	Less: Outstanding	May 31, 2019
	Bank Balance	Checks	Cash Balance
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 523,487.37	\$ -	\$ 341,740.68
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 6,511,132.09	\$ -	\$ 6,511,132.09
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 788.49	\$ -	\$ 788.49
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 689.41	\$ -	\$ 689.41
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,781.53	\$ -	\$ 11,781.53
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 16.40	\$ -	\$ 16.40
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 9,861.94	\$ -	\$ 9,861.94
TOTAL CASH ON HAND	\$ 6,876,010.54	\$ -	\$ 6,876,010.54

GENERAL FUND INTEREST RECEIVED 7/01/17 - 5/31/19 \$ 38,618.35

PREPARED BY:



Christine Myers, District Treasurer

DATED:

6/19/19

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

FOR THE PERIOD 05/01/2019 TO 05/31/2019

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	11,857.51	838.93	12,696.44	401.35	12,295.09
SKILLS USA - MINEVILLE	1,028.09	1,017.17	474.18	1,491.35	37.00	1,454.35
NO. COUNTRY LOGGERS	608.58	608.58	57.00	665.58	0.00	665.58
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	3,543.31	0.00	3,543.31	1,278.10	2,265.21
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	42.00	42.00	0.00	42.00
TOTAL	9,242.04	18,899.71	1,412.11	20,311.82	1,716.45	18,595.37

\$ 19,353.45
 \$ -
 \$ (758.08)
 \$ 18,595.37

5/31/2019 Bank Balance
 Add: Deposits in Transit
 Less: Outstanding Checks
 5/31/2019 Balance on Hand


 CHRISTINE MYERS, DISTRICT TREASURER
 6/13/19
 DATE

ENC. 31

Recommend that the Board approve the following petty cash funds and bursars for the 2019-20 school year:
WAF Special Education Dept. – Janet Arthur
Instructional Services Center – April Miner
Mineville Campus – Marcie Frasier
Satellite Campus CV-TEC – Diana Handly
Management Services – Sherry Aguglia
CV-TEC Plattsburgh Main Campus – Stacie Winchell

ENC. 32

Recommend that the Board approve the following change funds and custodians of the funds for the 2019-20 school year:

Special Education:

Special Education Career Pathways (Mineville), Joan McGowan - \$15.00
Special Education – Work Experience Sunshine Café (Plattsburgh), Tonya Robinson - \$25.00
Special Education – Short-term classroom program activities (Plattsburgh), Janet Arthur - \$25.00

CV-TEC:

CV-TEC Cosmetology II (Plattsburgh), Lisa Banker - \$100
CV-TEC Cosmetology (Mineville), Kimberly Lincoln - \$200
CV-TEC Culinary Arts & Hospitality Resort Services (Plattsburgh), Bevan Gertsch-Cochran - \$200
(\$100 per each register)
CV-TEC Conservation (Plattsburgh), Jennifer Parker - \$50
CV-TEC Student Tuitions and Fees (Plattsburgh), Debra Geddes - \$100

Cafeteria:

Mineville Campus - Adele Huchro - \$50
Plattsburgh Campus – Irvin German - \$50

ENC. 33

Recommend that the Board approve the following Donations:

1. Donation of \$183.00, from Kayla Thorne. This donation will benefit the Special Education Backpack program.
2. Donation of \$183.00, from Paula Cormier. This donation will benefit the Special Education Backpack program.
3. Donation of \$186.00, from Special Education Staff. This donation will benefit the Special Education Backpack program.
4. Donation of \$200.00, from Donna Lavene. This donation will benefit the Special Education Backpack program.
5. Donation of \$183.00, from Niles Asset Management, Inc. This donation will benefit the Special Education Backpack program.

ENC. 34

Recommend that the Board approve the following Budget Increase:

1. The Library Media Service budget from \$184,240 to \$209,240 for the 2019-2020 school year due to increased usage by Beekmantown CSD.

ENC. 35

Recommend that the Board approve the following Cross Contracts:

1. 2019-20 - Capital Region BOCES

\$4,973,410.46 for Distance Learning, Instructional Computer Support Services, Arts in Education, School Improvement, Model Schools, Administrative Computer Services (student, financial, security and others), Nonpublic Textbook Coordination, Labor Relations, Voice and Electronic Communications Services, Teacher Certification, and Microfilming (all 16 component districts and CVES participate in one or more of these services).

2. 2019-20 - Washington-Saratoga-Warren-Hamilton-Essex BOCES

\$69,825 for Occupational Education (Schroon Lake participates in this service); Arts in Education (Northern Adirondack participates in this service); School Development: CTE Statewide Assessment (CVES participates in this service); Learning Technology (Beekmantown participates in this service); Transportation Occupational Education Shuttles (Schroon Lake participates in this service); School Development (Schroon Lake participates in this service); Gifted/Talented (Schroon Lake participates in this service) and Instructional Planning (Beekmantown participates in this service)

3. 2019-20 - Franklin-Essex-Hamilton BOCES

\$539,820 for Shared Business Office Services (Boquet Valley and Putnam participate in this service); Substitute Coordination (Beekmantown, Boquet Valley, Schroon Lake, and Willsboro participate in this service); School Improvement SSFC (Boquet Valley participates in this service); Insurance ACA Consulting and Reporting (AuSable, Beekmantown, Boquet Valley, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, and Schroon Lake participate in this service); and Personnel Recruitment-Frontline (Beekmantown participates in this service).

4. 2019-20- Oswego BOCES

\$2,355 for NYS CDOS or SACC Credential Management System (CVES participates in this service).

5. 2019-20- Jefferson-Lewis BOCES

\$6,000 for Drug & Alcohol Testing Services (AuSable Valley, Beekmantown, Boquet Valley, Chazy, Crown Point, CVES, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, Schroon Lake, and Willsboro participate in this service).

ENC. 36

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and the Children's Development Group for the purpose of obtaining the services of one speech therapist for students in the CVES Special Education Program/Mineville Campus for the period of July 8, 2019 through August 16, 2019 at a rate of \$75 per hour. The estimated expenditure for the period will be \$5,400. (Special Education) (attached)

ENC. 37

Recommend that the Board approve the following Lease Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and The Development Corporation "TDC" for the purpose of allowing BOCES to lease 12,597 square feet of space at 14 Area Development Drive in Plattsburgh New York. The agreement will commence October 1, 2019 and will continue for a period of 2 years through September 30, 2021. At the option of the BOCES, the agreement may be renewed for an additional one year term. The annual rent paid to TDC by BOCES for the initial term of October 1, 2019 to September 30, 2020 shall be \$81,880.50. For the second contract term of October 1, 2020 to September 30, 2021 the rent shall be \$88,179. For the third contract term, should BOCES elect to renew for the term of October 1, 2021 to September 30, 2022, the rent shall be \$94,477.50. (Management Services) (attached)

ENC. 38

Recommend that the Board approve the following Land Purchase Agreement:

1. Agreement for the Purchase and Sale of Real Estate (20 acre parcel) between Clinton-Essex-Warren-Washington BOCES and the County of Clinton for the purpose of purchasing 20 acres of real property lying adjacent to and west of the Plattsburgh Satellite Campus/Clinton County Tax Map Identification Number 220.-1-3.1. The purchase price for the Property is \$160,000. 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)

ENC. 39

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

1. Be it resolved that the Clinton-Essex-Warren-Washington BOCES Board of Cooperative Educational Services agrees to participate in the OMNIA Partners Public Sector, Keystone Purchasing Network (KPN), National Cooperative Purchasing Alliance (NCPA), Sourcewell, and PEPPM Technology Cooperative Purchasing Program for the 2019/2020 school year.

ENC. 36

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 *Children's Development Group for Speech OT, PT, and Psychological Svcs, PLLC* (hereinafter "*Children's Development Group*"), with an office and place of business at 1701 Front Street, Keeseville, NY 12944 hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Children's Development Group will provide one therapist for Speech at our Mineville Campus (YD). Speech Services, Direct and Indirect Services e.g. paperwork commencing on or about July 8, 2019 through August 16, 2019 for up to 12 hrs per week (or as required by IEP) at \$75.00 per hour. Dates of service are mutually agreed upon by both parties and rescheduled as such.

Children's Development Group 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:** *Children's Development Group* 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. *Children's Development Group* shall perform the SERVICES described above, all such SERVICES being the responsibility of *Children's Development Group* and those in the *Children's Development Group* employ.
3. *Children's Development Group* 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. *Children's Development Group* represents and warrants that *Children's Development Group* nor any of *Children's Development Group* employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has 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. *Children's Development Group* 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.
7. *Children's Development Group* 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.

8. **INSURANCE:** *Children's Development Group* agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. *Children's Development Group* acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and objects 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. *Children's Development Group* fee shall be all inclusive, and shall be limited to \$75.00 per hour. They will provide one therapist for Speech in Mineville. Speech Services, Direct and Indirect Services e.g. paperwork commencing on or about July 8, 2019 through August 16, 2019 for up to 12 hours per week (or as required by IEP). *Children's Development Group* 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 *Children's Development Group* 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:** *Children's Development Group* 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:** *Children's Development Group* 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 *Children's Development Group* with Internal Revenue Service Form 1099. *Children's Development Group* 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 *Children's Development Group* or to anyone else beyond funds appropriated and available for this AGREEMENT.
16. **TERMINATION:** This AGREEMENT will terminate upon submission by *Children's Development Group* of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of *Children's Development Group* to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by *Children's Development Group*.

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

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

Consultant

By: _____
(Larry Barcomb/Board President)


George Carter
Children's Development Group

Date: _____

Date: 6/18/19

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


SIGN
HERE

Date: _____

LEASE AGREEMENT

DRAFT: Final Contract Copy presented for signature at July 10, 2019 Board Meeting will be fully approved by School Attorney.

AGREEMENT, made as of the _____ day of _____, 2019 between THE DEVELOPMENT CORPORATION CLINTON COUNTY, NEW YORK, a New York corporation having its principal place of business at 190 Banker Road, Suite 500, Plattsburgh, NY, 12901 (hereinafter "the Landlord") and CLINTON, ESSEX, WARREN AND WASHINGTON BOCES, a municipal Corporation, with an address of PO Box 455, Plattsburgh, New York, 12901 (hereinafter "the Tenant").

1. Demised Premises. Landlord for and in consideration of the rents, covenants and agreements hereinafter reserved on the part of the Tenant to be paid and performed, does hereby lease and demise unto the Tenant, and the Tenant does hereby hire from the Landlord, upon the terms and conditions hereinafter expressed:

- a) That certain building known as The Development Corporation Building Number 3 and situate at 14 Area Development Drive, in the Town of Plattsburgh, Clinton County, New York 12901 together with the walks, drives, parking areas, lawns and other lands located on tax lot no. 220.-1-3.28. (hereinafter "the Building or Premises").
- b) That part of that certain building known as Suite 100 of The Development Corporation Building Number 3 and situate at 14 Area Development Drive, in the Town of Plattsburgh, Clinton County, New York 12901 together with the right to use in common with other occupants of said Building, the walks, drives, parking areas, lawns and other lands located on tax lot no. 220.-1-3.28 (hereinafter "the Building or Premises"). Tenant acknowledges and agrees that the area of the Premises is 12,597 sf and the Premises occupy 16% of the total square footage area of the Building.
- c) If the Premises are part of a building, then the Tenant's obligation to pay increased Taxes and costs and expenses for maintenance of areas used in common with other Building tenants shall be proportional based upon the percentage of the Building's total square footage that is leased to Tenant.

2. DELIVERY AND ACCEPTANCE OF PREMISES: Tenant has inspected and knows the condition of the Premises and accepts the same in their present condition. Tenant acknowledges that Landlord has made no warranties or representations concerning the Premises. Landlord warrants that all systems are in good working order at the time of lease commencement.

3. Term. For an initial term of Two (2) years, commencing as of October 1, 2019 until 12:00 o'clock noon on September 30, 2021, or on such earlier date as this lease may terminate as hereinafter provided, except that, if any such date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding the aforementioned date.

4. Rent; Security Deposit. (a) All rent and other charges payable to Landlord under any provision of this lease shall be paid to Landlord, or as Landlord may otherwise designate, in U.S.

currency, at the Landlord's address stated herein, without setoff, counterclaim or deduction whatsoever and without prior demand therefore.

- (b) Tenant shall pay the sum of \$81,880.50 as rent for each year of the initial term of this lease, subject to adjustment as hereinafter provided. Payments shall be made in equal monthly installments of \$6,823.38, in advance, on the first day of each calendar month during the term of this lease. Any rent payments received by the Landlord more than ten (10) days late shall bear interest from the dates they are due until the dates they are paid, at a rate of ten percent (10%) per annum.

(c) **Rent Adjustment for Taxes.**

The rent adjustment for taxes will not apply to this lease and the lease rate for year two will be \$88,179 paid in equal monthly installments of \$7,348.25.

- (1) The term "Taxes" means: ad valorem real property taxes payable to the municipality (Town, City or Village), County and School District where the Premises are located and all special assessments and special ad valorem levies lawfully levied and/or assessed against the Premises ("Special District" taxes). If the Premises are exempt from taxes and subject to an Agreement to make Payments in Lieu of Taxes ("PILOT"), the term Taxes includes amounts due under the PILOT Agreement and all special assessments and special ad valorem levies.
- (2) The term "Base Tax Year" means the Taxes levied against the Premises as of the commencement date of the initial term of the Lease, as specified in Paragraph 3.
- (3) The Taxes levied for the Base Tax Year are:

PILOT/Tax	Base Tax Year	Amount
County & Town	2019	N/A
School District	2018/19	N/A
Special Districts	2019	N/A

- (4) TENANT agrees to pay as additional rent all amounts by which the Taxes in the second and subsequent years of the initial and renewal term(s) of this Lease may exceed the Base Tax Year amounts. If LANDLORD receives a tax or PILOT bill for amounts exceeding the amounts stated above, LANDLORD shall forward a copy of the bill to TENANT, together with a letter stating the amount of the excess, and within ten (10) days of its receipt of the bill and letter, TENANT shall pay the excess amount to LANDLORD. If the amount due is not paid when due, the TENANT shall pay a late payment penalty equal to five percent (5%) of the amount due. If such delinquency shall continue beyond the first thirty days, the TENANT shall pay an additional late payment penalty of one percent (1%) per

month for each month, or part thereof, that the payment due hereunder is delinquent beyond the first month. .

(d) **Rent Adjustment for Inflation.**

The rent adjustment for inflation will not apply to this lease and the lease rate for year two will be \$88,179 paid in equal monthly installments of \$7,348.25.

The Rent, less the rent adjustment for Taxes, to be paid during any succeeding year in the initial or renewal term shall be determined by multiplying the Rent paid during the first year of the initial term by a Factor determined as follows:

$$\text{Factor} = \frac{\text{Current CPI-U}}{\text{Base CPI-U}}$$

Where: Current CPI-U = the CPI-U last officially published prior to the last day of the current year of the lease term. AND Base CPI-U = the CPI-U last officially published prior to the date of the commencement of the initial term of the lease;

Provided: Factor shall not be less than one (1).

As used herein, "CPI-U" shall mean Consumer Price Index for All Urban Consumers, All Items (base 1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. The CPI-U used for rent adjustments shall be the CPI-U last officially published prior to the last day of each year of the lease term (initial or renewed), as applicable, whether such CPI-U has been published on a quarterly, semi-annual, annual, monthly or other basis.

- (e) **Security Deposit.** In addition to the rent for the first month, the Tenant shall maintain on deposit in Landlord's account # 0060179269 the current sum of approximately \$8,135.13 , due on or before lease commencement date, as security for the faithful performance and observance by the Tenant of the terms of this lease. It is agreed that in the event Tenant defaults in respect to any of the terms, provisions or conditions of this lease, the Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of rent, additional rent or any other sum as to which Tenant is in default or which Landlord has been required or will be required to expend by reason of Tenant's default, including but not limited to, reasonable expenses related to re-letting the Premises, repair of the Premises or payment of any sums due hereunder. Landlord shall pay to Tenant any of the security deposit not required as aforesaid.
- (f) **Additional Security Deposit.** If the Tenant makes alterations, improvements or additions which are so attached to the Premises that they cannot be removed without material injury to the Premises, the Landlord may require an additional security deposit as a condition of consenting to such work.

5. Covenant to Pay Rent. Tenant shall pay rent and additional rent to Landlord at Landlord's said address or at such other place as Landlord may designate in writing, without further notice or demand and without counterclaim, deduction or set-off.

6. Purpose. For offices and educational training purposes.

7. Care and Repair of Premises. (a) Tenant shall commit no act of waste and shall take good care of the Premises and fixtures and appurtenances therein and shall in the use and occupancy of the Premises conform to all laws, orders and regulations of any federal, state and municipal governments, or any of their departments, having jurisdiction over the Premises.

(b) The Tenant agrees to maintain the Premises in good condition and repair. The Landlord shall make all necessary structural repairs to the Premises, except where the repair has been made necessary by misuse by or neglect of the Tenant or its employees, officers, agents, servants, visitors or licensees.

(c) The Tenant shall at its sole cost and expense (i) make ordinary repairs to the interior of the Premises, including but not limited to the equipment attached to the Premises, (ii) undertake building and grounds maintenance at the Premises in a manner consistent with the level of quality demonstrated by other members of Landlord's industrial park and (iii) undertake all ice and snow removal from and around the Premises, its walkways, parking areas and drives.

8. Improvements to Premises. (a) Tenant shall not make or permit to be made any alterations, improvements or additions to the Premises or any part thereof without Landlord's prior written consent. Tenant expressly waives any rights it may have under the provisions of the New York Abandoned Property Law and the Personal Property Law.

(b) All alterations, improvements or additions to the Premises shall be made promptly and in a good workmanlike manner, and in compliance with all applicable governmental laws, ordinances, regulations, orders, permits, and authorizations, as well as with the orders, rules, and regulations of the applicable insurance underwriting board, or any other body exercising similar functions.

(c) All alterations, improvements or additions made by Tenant which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation. Upon expiration of the term of this lease for any reason, the Tenant shall, at Tenant's expense, (i) remove all of Tenant's personal property and those improvements made by Tenant which have not become the property of Landlord, including trade fixtures, cabinet work, movable paneling, partitions and the like, (ii) repair all injury done by or in connection with the installation or removal of said property and improvements, and (iii) surrender the Premises in the condition required by subparagraph (b) hereinabove, reasonable wear and tear, and

damage caused by the elements, casualty or other cause not due to the misuse or neglect of the Tenant or Tenant's employees, officers, agents, servants, visitors or licensees, excepted. Unless otherwise expressly agreed in writing by landlord, all property of Tenant remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by the Landlord at Tenant's expense.

- (d) The provisions of subparagraph (c) of this Paragraph 8 notwithstanding, if upon the expiration hereof, or within 15 days thereafter, Landlord directs Tenant to remove any of its additions, improvements, fixtures, or installations, Tenant shall promptly do so and repair any resulting damage. If Tenant fails to effect such removals or make such repairs, Landlord may do so at Tenant's expense. Tenant shall indemnify and hold harmless Landlord from all expense, liens, claims, and damages to persons or property arising out of, or resulting from, the undertaking or the making of any alterations, additions, or improvements by Tenant hereunder. The provisions of this Paragraph 7(d) shall survive the termination of this Lease. (Include Attachment A as needed)
- (e) Insurance. Before commencing alterations, the Tenant shall, at its expense: provide worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Landlord, the Tenant, or the leased property and obtain all necessary endorsements on the insurance policies provided for elsewhere in this lease covering the additional risks during the course of such alterations.

9. Negative Covenants; No Assignment/No Subletting. Tenant shall not (i) make any structural alterations, additions or improvements in, to or about the Premises except as herein provided; (ii) do or suffer anything to be done on the Premises which will increase the rate of fire insurance on the Premises unless Tenant pays any such increase in fire insurance rates as additional rent hereunder; (iii) permit the accumulation of waste or refuse matter; (iv) abandon the Premises or suffer the Premises to become vacant or deserted; or (v) assign, mortgage, pledge or encumber this lease, in whole or in part, or underlet the Premises or any part thereof. Covenant (v) above shall be binding upon the legal representatives of Tenant and upon every person to whom Tenant's interest under this lease passes by operation of law but shall not apply to assignment or subletting to the parent or subsidiary of a corporate Tenant or to consolidation or merger of such Tenant or assignment to an affiliated corporation controlled by the members/shareholders of Tenant.

10. Services: Heat, Water, Sewage, Cleaning, Trash and Electricity. Commencing with the commencement date as set forth in paragraph 3 above, Tenant shall assume at its own cost the pro-rata cost of the following: (i) heat, when and as required, except that unit heaters shall be provided by Landlord, (ii) hot and cold water user charges, except the hot water heater shall be provided by Landlord, for lavatory purposes, (iii) sewer charges for leased premises, (iv) cleaning services as required by Tenant, (v) trash removal, and (vi) electricity. Tenant shall within thirty (30) days transfer utilities into Tenant's name.

11. Electric Load. Tenant shall not use any electrical equipment which, in the opinion of any municipal Building Code Inspector having jurisdiction over the Premises, will overload the wiring installations or interfere with the use thereof by Landlord or other tenants in the Building.

12. Waiver of Subrogation. The Tenant waives all rights against the Building Owner for damages caused by fire or other causes of loss. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Certificates evidencing such waiver shall be filed with the Landlord annually during the term of this lease. (Certificate of Endorsement)

13. Damage by Fire. (a) Tenant shall give Landlord prompt notice in case of fire or other damage to the Premises. If (i) the Premises is damaged by fire, or any other cause, to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed 30% of the replacement value of the Building (exclusive of foundations) or (ii) the proceeds of Landlord's insurance shall be insufficient to fully pay the cost of replacement of the part of the Premises which was damaged or destroyed, then Landlord may, at the Landlord's sole option, terminate this lease by notice to Tenant, given no later than the 60th day following the damage. Upon the date specified in such notice of termination, which date shall not be less than 30 days after the giving of such notice, this lease shall terminate and come to an end, and the Tenant shall vacate, quit and surrender the Premises to the Landlord.

(b) If this lease shall not be terminated as provided in subparagraph (a) hereof, following receipt by Landlord of the applicable insurance proceeds, Landlord shall, at its expense, proceed with the repair or restoration of the Premises, provided, however, that the Landlord shall not be obligated to expend any amounts in excess of the insurance Landlord received on account of the damage.

(c) If the casualty, repairing or restoration shall render the Premises untenable, in whole or in part, a proportionate abatement of the rent herein fixed shall be allowed from the date when the damage occurred until such time as the Premises, or such part thereof, is again able to be used for the conduct of the Tenant's business or, in the event Landlord elects to terminate this lease, until said date of termination. The proration shall be computed on the basis of the ratio which the amount of square footage rendered untenable bears to the total square footage of the Premises.

(d) If the damage results from the fault of Tenant or Tenant's employees, officers, agents, servants, visitors or licensees, Tenant shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Landlord receives the proceeds of rent insurance in lieu of such rent.

(e) Nothing contained hereinabove shall relieve the Tenant from liability that may exist as a result of damage to the Premises or its contents from fire or other casualty. The foregoing

notwithstanding, each party to this lease shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent permitted by law, Landlord and Tenant each hereby release and waive all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise; provided, however, that such release and waiver shall not invalidate either releasor's insurance.

14. Property Insurance/Landlord. (a) Landlord shall maintain on the Premises a property insurance policy, special form, replacement cost, including theft. Landlord shall itself apply for such insurance to be written by an insurance company or companies duly licensed by the State of New York.

15. Property Insurance/Tenant. Tenant at its cost shall maintain on the Premises a property insurance policy, special form, replacement cost, including theft. Tenant shall itself apply for such insurance to be written by an insurance company or companies duly licensed by the State of New York. The Building owner is interested in the maintenance of this insurance. It is agreed that this insurance will not be cancelled, materially changed or not renewed without at least a thirty (30) day advance written notice of cancellation or non-renewal to the Building Owner.

16. Liability Insurance/Tenant. (a) Tenant at its cost shall maintain commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate in U.S. funds insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises for the following perils: Completed Operations/ Product Liability, personal and advertising injury liability, blanket additional insured endorsement, coverage provided on an occurrence basis and coverage is to be endorsed to reflect that insurance is to be primary and non-contributory, with respect to any other collectable insurance, for the Owner and all other parties required to be named as additional insured. The Tenant shall itself apply for such insurance to be written by an insurance company or companies duly licensed in the State of New York.

- (b) All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of this lease. The Landlord, and, if applicable, the County of Clinton Industrial Development Agency, shall be named as an additional insured.
- (c) The Tenant shall provide Landlord with proof of coverage as provided herein upon request. It is agreed that this insurance will not be cancelled, materially changed or not renewed without at least a thirty (30) day advance written notice to the Building Owner.

17. Hold Harmless. To the fullest extent permitted by law, Tenant will indemnify and hold harmless the Building Owner, their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Tenant, its officers, directors, agents, employees and

subcontractors, in connection with the performance of any work or by or for tenant pursuant to any contract Purchase Order and/or related Proceed Order, except these claims, suits, liens, judgments, damages, losses and expenses brought against the Landlord their officers, directors, agents and employees, arising in whole or in part out of any such acts, omission, breach or default, except to the extent due to the negligence, default or violation of applicable laws by Landlord or its officers, directors, agents, employees or contractors. The foregoing indemnity shall include injury or death of any employee of the tenant or any of its Subcontractors and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable workers' compensation, disability benefits or other similar employees benefit act.

The tenant hereby expressly permits the Building Owner to pursue and assert claims against the tenant for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

18. Eminent Domain. (a) If the whole of the Premises shall be taken by any public or quasi-public authority under the power of condemnation, eminent domain or expropriation, or in the event of conveyance in lieu thereof, this lease shall expire as of the date possession shall be taken by such authority.

- (b) If any part of the Premises, or any estate therein, materially affecting Tenant's use of the Premises be taken by condemnation, eminent domain or expropriation, this lease shall terminate only with respect to the part so taken, as of the date possession shall be taken by such authority, and the rent and any additional rent shall be apportioned as of said date and any rent paid for any period beyond said date shall be repaid to Tenant. If the taking shall make the Premises such that Tenant cannot conduct its business, then Tenant shall have the right to terminate this lease effective as of the date of notice thereof.
- (c) Tenant shall not be entitled to any part of the award or any payment in lieu thereof; but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant and for moving expenses. Landlord has no knowledge of any contemplated, proposed or pending appropriation of the building and property of which the Premises are a part.

19. Default; Remedies. (a) The occurrence of any of the following shall constitute a default by the Tenant: (i) if Tenant fails to pay rent or additional rent when due, if such failure continues for ten (10) business days after written notice to the Tenant, or (ii) abandons or vacates the Premises (defined as failing to occupy and operate the business conducted on the Premises for 30 consecutive days), or (iii) fails to perform any other covenant or condition herein, if such failure continues for thirty (30) days after written notice to Tenant, except where the default cannot reasonably be cured within such time, in which event default shall not occur so long as Tenant promptly commences to cure the default and diligently pursues to cure it.

- (b) Notices given under this paragraph shall specify the alleged default and the applicable lease provisions and shall demand that the Tenant perform the provisions of this lease

or pay rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises.

- (c) In the event of any uncured default by the Tenant, Landlord shall have the immediate option to terminate this lease by giving written notice to the Tenant at the Tenant's address as herein stated. In the event that the Landlord exercises such right of termination, the Landlord may:
- (i) Recover any unpaid rent which has been earned at the time of such termination; and
 - (ii) Recover the unpaid rent for the balance of the term, reduced only by any amounts the Tenant proves could reasonably be avoided; and
 - (iii) Recover any other amount necessary to compensate the Landlord for Tenant's failure to perform its obligations under this lease, including but not limited to reasonable attorneys' fees.

20. Landlord's Right to Cure Tenant's Breach. If Tenant breaches any covenant or condition of this lease, Landlord may, on reasonable notice to Tenant (except that no notice need be given in case of emergency), cure such breach at the expense of Tenant and the reasonable amount of all expenses, including attorney's fees, incurred by Landlord in doing so (whether paid by Landlord or not) shall be deemed additional rent payable on demand, provided such additional rent is proved necessary and reasonable.

21. Right of Reentry. (a) In the event of any uncured default by the Tenant, the Landlord shall also have the right to reenter the Premises and remove all persons and property therefrom. Any property so removed from the Premises by the Landlord may be stored in a public or private warehouse at the cost of and for the account of the Tenant.

- (b) In any case where Landlord has recovered possession of the Premises by reason of Tenant's default and has elected not to terminate this lease, Landlord may at Landlord's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for re-letting and may re-let the Premises or any part thereof as agent of the Tenant or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, and receive the rent therefore, applying the same first to the payment of such expenses as Landlord may have incurred in connection with the recovery of, possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for re-letting and the re-

letting, including brokerage and reasonable attorney's fees, and then to the payment of damages in amounts equal to the rent hereunder and to the cost and expense of performance of the other covenants of Tenant as herein provided; and Tenant agrees, whether or not Landlord has re-let, to pay to Landlord damages equal to the rent and other sums herein agreed to be paid by Tenant, less the net proceeds of the re-letting, if any, as ascertained from time to time, and the same shall be payable to Tenant on the several rent days above specified.

- (c) In re-letting the Premises as aforesaid, Landlord may grant rent concessions if commercially reasonable and Tenant shall not be credited therewith. No such re-letting shall constitute a surrender of this lease and acceptance thereof or be deemed evidence thereof.
- (d) If Landlord elects actually to occupy and use the Premises or any part thereof during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Tenant's obligation for rent and damages as herein defined, during the period of Landlord's occupancy, the reasonable value of such occupancy, not to exceed in any event the rent herein reserved and such occupancy shall not be construed as a release of Tenant's liability hereunder.
- (e) Tenant hereby waives all right of redemption to which Tenant or any person claiming under Tenant might be entitled by any law now or hereafter in force. Landlord's remedies hereunder are in addition to any remedy allowed by law.

22. Landlord's Right to Collect Rent from Any Occupant. If (i) the Premises are underlet or occupied by anybody other than Tenant and Tenant is in default hereunder, or (ii) this lease is assigned by Tenant, then Landlord may collect rent from the assignee, under-tenant or occupant and apply the net amount collected to the rent herein reserved; but no such collection shall be deemed a waiver of the covenant herein against assignment and under-letting, or the acceptance of such assignee, under-tenant or occupant as Tenant, or a release of Tenant from further performance of the covenants herein contained.

23. Landlord's Right to Inspect and Repair. Landlord and its agents and other representatives may, in the presence of a representative of Tenant, but shall not be obligated to, enter the Premises at any reasonable times on reasonable notice to Tenant (except that no notice need be given in case of emergency) for the purposes of inspection or the making of such repairs, replacements and additions in, to, on and about the Premises or the Building, as Landlord deems necessary or desirable for the safety and preservation thereof. Tenant shall have no claim or cause of action against Landlord by reason thereof.

24. Conditions of Landlord's Liability. Tenant shall not be entitled to claim a constructive eviction from the Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions giving rise thereto and if the complaints are justified, unless Landlord shall have failed

within a reasonable time after receipt of said notice to remedy such conditions. Said notice shall be by certified mail.

25. Landlord's Right to Show Premises. Landlord may show the Premises to prospective purchasers and mortgagees and, during the six (6) months prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to Tenant.

26. Subordination. This lease shall be subject and subordinate to all underlying leases and to mortgages which may now or hereafter affect such leases or the Premises and also to all renewals, modifications, consolidations and replacements of said underlying leases and said mortgages. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, Tenant shall nevertheless execute and deliver such further instruments confirming subordination of this lease as may be desired by the holders of said mortgages or by any of the Lessor's under such underlying leases. Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver any such instrument for Tenant. If any underlying lease to which this lease is subject terminates, Tenant shall, on timely request, attorn to the owner of the reversion. Landlord represents there are no underlying leases as of the commencement date of this lease.

27. Tenant's Estoppel. Tenant shall from time to time upon not less than ten (10) days prior written request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification), the dates to which the rent and other charges have been paid, and whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this Article may be relied upon by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Building.

28. Environmental. (a) Tenant hereby agrees not to generate, store, manufacture, refine, treat, dispose of or otherwise permit to be present on or about the premises any hazardous or toxic wastes, contaminants or materials which may now or hereafter be designated as such under any federal, state or local statute, rule or regulation (collectively "Hazardous Materials"). Underground tanks are expressly prohibited.

(b) Tenant shall comply with any and all laws, rules, regulations and orders with respect to the discharge and removal of any Hazardous Materials and keep the Premises free of any lien imposed pursuant to such laws, regulations, rules or orders.

(c) In the event that Tenant fails to comply with the covenants hereinabove set forth, Landlord may, in addition to any other remedies set forth herein or otherwise provided, cause any Hazardous Materials to be removed from the Premises at Tenant's sole cost and expense. Any cost or expense incurred by the Landlord for such purpose shall be immediately due and payable by Tenant as additional rent, together with interest thereon.

- (d) The Landlord shall have the right at any time, at Tenant's sole expense, to conduct an environmental audit of the premises if Landlord reasonably believes that the provisions of this article have been violated by Tenant, any subtenant or occupant of the Premises.
- (e) Tenant shall save, defend, indemnify and hold harmless Landlord from and against any and all loss, cost, damage and expense, including, without limitation, reasonable attorneys' fees, which Landlord may sustain by reason of the assertion against the Landlord by any governmental authority or any other party of any claim relating to the presence of Hazardous Materials on or the removal thereof from the Premises caused by Tenant.
- (f) This article and the covenants hereunder shall survive the expiration or sooner termination of this lease.

29. Notice. Any notice by either party to the other shall be in writing and shall be deemed to be fully given only if delivered personally or mailed by certified mail in a postpaid envelope addressed (a) if to Tenant, at the Premises or at the Tenant's address set forth below, and (b) if to Landlord, at Landlord's address set forth below, or (c) at such other addresses as Tenant or Landlord, respectively, designate in writing below. Notice shall be deemed to have been duly given, if delivered personally, upon delivery thereof, and if mailed, upon the third day after the mailing thereof.

Addresses. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE LANDLORD (TDC):

**The Development Corporation Clinton County, New York
190 Banker Road, Suite 500
Plattsburgh, New York 12901
Attention: President & CEO**

WITH A COPY TO TDC LEGAL COUNSEL:

**Law Offices of Dean Schneller
121 Bridge Street
Plattsburgh, New York 12901
Attention: Dean Schneller, Esq.**

IF TO THE TENANT (CLINTON, ESSEX, WARREN AND WASHINGTON BOCES):

CLINTON, ESSEX, WARREN AND WASHINGTON BOCES

**PO Box 455, Plattsburgh, New York 12901
Attention: Dr. Mark C. Davey, District Superintendent**

WITH A COPY TO TENANT'S ADDITIONAL REQUESTED CONTACT:

**CLINTON, ESSEX, WARREN AND WASHINGTON BOCES
PO Box 455 Plattsburgh, New York 12901
Attention: Eric Bell, Assistant Superintendent of Management Services**

and

Change of Address. The Tenant and the Landlord may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

30. No Waiver; Changes. (a) The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance.

(b) This lease may not be amended, changed, modified, or altered except by an instrument in writing signed by the parties hereto.

31. No Representations. Neither party has made any representations nor promises, except as contained herein.

32. Waiver of Jury Trial. To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease or the Premises.

33. Option to Renew. (a) If this lease shall be in full force and effect on the expiration of the original term, and Tenant has fully complied with all of the conditions contained herein, the Tenant may elect to renew this lease for One (1) year beginning with the expiration of the original term. To exercise the election, the Tenant shall give the Landlord notice in writing of the election at least six (6) months prior to the expiration of the original term.

(b) The renewal lease shall contain the same conditions as those contained in this lease, except as to the rent which shall be an amount equal to the rent for the initial term increased by the inflation factor set forth herein and any other provisions which may deal with improvements to be made by the Landlord prior to the Tenant's initial occupancy. The renewal lease shall not require the deposit of further security. **The renewal lease rate for the One (1) year option will be \$94,477.50 paid in equal monthly installments of \$7,873.13.**

34. Mechanic's Liens. The Tenant hereby agrees not to create or suffer to be created any lien on the Premises. If a notice of mechanic's lien is filed against the Premises for labor or materials alleged to have been furnished, or to be furnished at the Premises to or for the Tenant or someone claiming under the Tenant, the Tenant shall take all steps, including bonding or paying the lien, necessary to have it removed. If the Tenant shall fail to take action as required herein within thirty (30) days of the filing of such notice of mechanic's lien, the Landlord may pay the amount of such lien or discharge it by deposit or bonding.

In such event, the amounts so paid by the Landlord shall be deemed to be additional rent and shall be due and payable by the Tenant to the Landlord on the first day of the month next following the Landlord's payment, deposit or bonding.

35. Signs: Tenant shall not place any signs or advertisements on the Premises without the written consent of Landlord, which consent shall not be unreasonably withheld.

Tenant is solely responsible for having all signage conform to applicable ordinances and regulations and for acquiring and paying for any permits related to the signage or advertisements. It is the tenant's responsibility to remove any signage they install at the termination of the lease.

36. Return of Premises: At the termination of this Lease, Tenant agrees to deliver to Landlord the Premises and all mechanical systems and all equipment and fixtures thereon, except equipment owned by Tenant, in good working order and condition, normal wear and tear excepted.

37. Miscellaneous. (a) If, in the Landlord's discretion, it becomes necessary for the Landlord to undertake any of the Tenant's obligations under this Lease, the cost thereof shall be added to the rent due on the first of the month following the date of such undertaking.

(b) The provisions of this lease shall apply to, bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns; it being understood that the term "Landlord" as used in this lease means only the owner, or the mortgagee in possession, or the lessee for the time being of the Building, so that in the event of any sale or sales of the Building or of any lease thereof or if the mortgagee shall take possession of the Premises, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter and it shall be deemed without further agreement that the purchaser, the lessee or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the landlord hereunder.

(c) This lease shall be governed exclusively by the laws of the State of New York.

(d) Subject to approval by the Landlord's Executive Committee, which shall be communicated to Tenant within 30 (thirty) days of the execution of this Lease by Tenant.

(e) This lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Notarized signatures of the parties may be transmitted by facsimile transmission or by email transmissions in portable document format (pdf), or similar format and such transmission shall be deemed to be the original signatures for all purposes.

IN WITNESS WHEREOF, parties hereto have duly executed this agreement the day and year first above written.

THE DEVELOPMENT CORPORATION
CLINTON COUNTY, NEW YORK

By _____
David F. Champagne III, President and CEO

CLINTON, ESSEX, WARREN, WASHINGTON BOCES

By _____
Dr. Mark C. Davey, District Superintendent

By _____
Larry Barcomb, Board President

STATE OF NEW YORK)

) ss:

COUNTY OF CLINTON)

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared David F. Champagne III, President and CEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Signature and Office

STATE OF NEW YORK)

) ss:

COUNTY OF CLINTON)

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark C. Davey and Larry Barcomb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Signature and Office

ENC. 38

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE (20 acre parcel)

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 located in the Town of Plattsburgh, County of Clinton, and State of New York, being a 20 acre parcel of property, more or less, and being a part of Clinton County Tax Map Identification Number 220.-1-3.1, lying adjacent to and west of the 518 Rugar Street property bearing Clinton County Tax Map Identification Number 220.-1-3.2, and north of the asphalt apron owned by Clinton County, with approximate dimensions of 1,347' on the south, 415.51' on the east, 857.43' on the west and 1,436.71' on the north, and known as Lot 2 on the survey map prepared by R.M.S., P. C. dated 5/22/2019.
- (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 \$160,000.00, which 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 any 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. Purchaser 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.

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 an 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.
- (g) The Purchase by Purchaser of Tax Parcel ID 220.-1-3.2 has been completed.

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, 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 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:

ENC. 40

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

1. Be it resolved that the Clinton-Essex-Warren-Washington BOCES Board of Cooperative Educational Services agrees to participate in the St. Lawrence-Lewis BOCES Cooperative Purchasing Programs in accordance with the guidelines set forth in the "Cooperative Purchasing Agreement" for the 2019/2020 school year (attached).

ENC. 41

Recommend that the Board award the bid for F.M. Motorola Repeaters, Mobile, Portable Equipment, Related Software and Bus Mobile Video Systems to Wells Communication Service, Inc. of Plattsburgh, NY for the following amounts. Bid pricing shall remain valid for the dates of July 11, 2019 through June 10, 2020.

1. FM Repeater/Receiver (UHF), Model SRL 8000 - \$8,600
2. FM Repeater/Receiver(UHF), Model SRL 5700 - \$4,200
3. FM Mobile Radio(UHF), Model XPR5550e - \$1,190
4. FM Mobile Radio (For Removal of Old Equipment and Installation Mobile Only) - \$400
5. FM Control Station(UHF), Model XPR5550e - \$1,150
6. FM Portable Radio(UHF), Model XPR7550e - \$995
7. FM Portable Radio(UHF), Model XPR3500e - \$527
8. FM Portable Radio(UHF), Model SL 300 - \$349
9. FM Portable Radio(UHF), Model SL 3500e - \$545
10. FM Portable Radio(UHF), Model BRP 40/Analog (VHF) - \$185
11. FM Portable Radio(UHF), Model BPR 40 (UHF) - \$195
12. FM Restricted Access, Model HKVN4178 - \$210

Additional options available from the Manufacturers catalog are available at the listed price less the following discounts:

Motorola Equipment/Listed Price: 25%

Motorola Accessories/Listed Price: 10%

Bus Mobil Video Equipment & Accessories/Listed Price: 15%

Notes: Wells Communication Service, Inc. was the sole bidder. Bid pricing will be open for use by bid participants including Clinton-Essex-Warren-Washington BOCES, St. Lawrence-Lewis BOCES, Franklin-Essex-Hamilton BOCES, Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES, and their respective component districts.

ENC. 42

Recommend that the Board appoint Board Members to the CVES Budget Committee (for the development of the 2020-21 CVES budget) for the 2019-20 school year. (2018-19 members were Leisa Boise, Linda Gonyo-Horne, and Lori Saunders)



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

ENC. 40 CENTRAL ADMINISTRATION

518-561-0100

District Office FAX 518-562-1471
Management Services FAX 518-561-9382
Employee Services FAX 518-324-6612

CVES MISSION

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

Resolution of Board of Education

Be it resolved that the Clinton-Essex-Warren-Washington BOCES Board of Education agrees to participate in the St. Lawrence/Lewis BOCES Cooperative Purchasing Programs in accordance with the guidelines set forth in the “Cooperative Purchasing Agreement” for the **2019/2020** school year.

Certification of Board Clerk

I, _____, district clerk of the _____ Board of Education, hereby certify that the above resolution was adopted by the required majority vote of the board of education at its meeting held on the ____ day of _____, 2019.

Date

Signature of District Clerk



**St. Lawrence-Lewis
BOCES**

*Building Futures *
Creating Meaningful Lives*

Board of Cooperative Educational Services

**Thomas R. Burns
District Superintendent
Executive Officer**

Cooperative Purchasing

Special Education Building

20104 NYS RT 3

Watertown, NY 13601

(315) 779-7390

E-mail: cooppur@slloboces.org

Amy M. Pastuf

Cooperative Purchasing Agent

**St. Lawrence/Lewis BOCES
Cooperative Purchasing Agreement**

All school districts participating in the St. Lawrence/Lewis BOCES Cooperative Purchasing program through annual board resolution, agree to the following:

- 1.) To bid jointly any or all commodities on the attached list together with a number of public school districts comprising Clinton-Essex, Franklin-Essex, Jefferson-Lewis and St. Lawrence-Lewis BOCES in New York State.
- 2.) The school district will participate with other schools in the BOCES listed above in the joint bidding of any or all commodities on the attached list as authorized by General Municipal Law, Section 119-0.
- 3.) The school district agrees to appoint the St. Lawrence/Lewis BOCES Cooperative Purchasing Agent and related committees to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting results to the boards of education and making recommendations thereon.
- 4.) The Board of Education of the school district agrees to appoint the St. Lawrence/Lewis BOCES Cooperative Purchasing Agent and related committees to represent it in all matters related above.
- 5.) The Board of Education of the school district authorizes the above mentioned to represent it in all matters leading up to the entering into a contract for the purchase of any and /or all commodities on the attached list.
- 6.) The Board of Education agrees to assume its equitable share of the costs of cooperative bidding.
- 7.) The Board of Education agrees:
 - a.) To abide by majority decisions of the participating districts on quality standards;
 - b.) That unless all bids are rejected, it will award contracts according to the recommendations of the St. Lawrence/Lewis BOCES Cooperative Purchasing Agent and related committees.
 - c.) That after the award of contract(s) it will conduct all negotiations with the successful bidder(s).

ENC. 43

Recommend that the Board appoint at least five Board Members to the CVES Audit Committee (pertaining to the 2018-19 school year) for the 2019-20 school year. (2018-19 members were Linda Gonyo-Horne, Richard Harriman, Sr., Jane Donahue, Thomas McCabe, and Donna LaRocque)

ENC. 44

Recommend that the Board accept the following letters of Resignation:

1. Joseph Mazzella, Special Education Teacher, Effective June 27, 2019
2. Angie Lecuyer, Teacher Aide/Student Aide, Effective July 11, 2019
(for the purpose of accepting Typist position)
3. Janel Kingsley, School Counselor, Effective September 1, 2019
4. Brett Bernhard, Marine Technology Teacher, Effective September 3, 2019

ENC. 45

Recommend that the Board rescind the motion that was approved at the May 8, 2019 Board meeting whereby the Board granted a 52-week probationary appointment to Mary Laduke as the Cook Manager Effective September 1, 2019.

ENC. 46

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

1. Name: Angie Lecuyer
Position: Typist
Effective Date: July 11, 2019
Tentative Permanent Date: July 11, 2020
Annualized Salary: \$23,861.00
Prorated Salary: \$23,310.36
(Salary will increase once contractual agreement for 2019-20 is approved)

ENC. 47

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

1. Name: Tiffany Snow
Position: Community Outreach Coordinator (Continuation)
Effective: July 1, 2019 to June 30, 2020.
Annualized Salary: \$57,825.00
(Salary will increase once contractual agreement for 2019-20 is approved).

ENC. 48

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

IEP Requirements, hourly rate of pay per contract

Toni Perez Not-To-Exceed 4 additional hours

Work Study Student, \$11.10/hour

Blake Dashnaw Not-To-Exceed 132 additional hours

Recommend that the Board approve the following Additional Work for the 2019-2020 School Year:

School Bus Driver Recertification, per diem rate of pay

Kim Mayer Not-To-Exceed 4 hours

ENC. 49

Recommend that the Board approve the following list of 2019 Special Education Summer School Staffing additions:

Teacher Aide/Student Aide, \$15.00/hour

Karen Everleth	WAF
Nicole Rascoe	WAF
Cailene Allen	WAF
Tyler Blair	WAF
Tina Leduc	WAF
Anne Yanulavich	WAF

Teacher, \$39.00/hour

Catherine Sample	WAF
------------------	-----

Food Service Helper, \$15.00/hour

Brittany Koehler

ENC. 50

Recommend that the Board approve the following 2019 Summer Work:

Curriculum Development, hourly rate of pay per contract

Thomas Aubin, CTE Welding Teacher	Not-To-Exceed 18 hours
-----------------------------------	------------------------

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

Dana Poirier, Security and Law Enforcement Teacher	Not-to-Exceed 30 hours
--	------------------------

Preparation of Cafeteria for Summer School, \$15.00/hour

Irvin German	Not-To-Exceed 2 days
Jocelyn Lopez	Not-To-Exceed 2 days

ENC. 51

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>
Angie Lecuyer	Typist

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>
Leslie Plante	Clerk
Angie Lecuyer	Typist
Cynthia Williams	Teacher
Karen Everleth	Teaching Assistant

ENC. 52

Recommend that the Board establish the following temporary on-call rates for the 2019-20 school year effective July 1, 2019:

Title (Temporary On-Call)	2018-2019	Type	2019-2020	Type
Teacher (Certified)	\$110.00	Daily	\$110.00	Daily
Nurse (RN)	\$100.00	Daily	\$100.00	Daily
Teaching Assistant	\$88.00	Daily	\$90.00	Daily
Teacher Aide/Job Placement Aide	\$78.00	Daily	\$83.00	Daily
Custodial Worker	\$12.50	Hourly	\$12.50	Hourly
Building Maintenance Mechanic	\$12.50	Hourly	\$12.50	Hourly
Bus Driver	\$15.00	Hourly	\$20.00	Hourly
Cook	\$11.20	Hourly	\$11.80	Hourly
Food Service Helper	\$11.20	Hourly	\$11.80	Hourly
Musical Instrument Repair Technician	\$19.75	Hourly	\$19.75	Hourly
Audio Visual Repair Technician	\$14.67	Hourly	\$14.67	Hourly
Cleaner Messenger	\$11.20	Hourly	\$11.80	Hourly
Laborer	\$11.20	Hourly	\$11.80	Hourly
Temporary On-Call Clerical (Clerk, Typist, Account Clerk/Typist, Stenographer, and Senior Stenographer)	\$11.20	Hourly	\$11.80	Hourly
Temporary On-Call Clerical- CVES Retiree	\$13.20	Hourly	\$14.00	Hourly
Principal	\$350.00	Daily	\$350.00	Daily
Administrator	\$450.00	Daily	\$450.00	Daily

ENC. 53

Appoint Representatives for the Clinton & Essex County School Boards Association for 2019-20.

(2018-19 Representative for Clinton County was Linda Gonyo-Horne)

(2018-19 Representative for Essex County was Mitch St. Pierre)

ENC. 54

Appoint Voting Delegate/Alternate for New York State School Boards Convention.

(2018-19 Delegate was Ed Marin, Alternate was Richard Harriman, Sr.)

ENC. 55

Appoint NYSSBA Legislative Liaison.

(2018-19 Delegate was Linda Gonyo-Horne)

ENC. 56

Recommend that the Board approve the following CV-TEC Advisory Council Members for the 2019-20 school year:

1. Sue Matton, Chairperson, North Country Chamber of Commerce
2. Justin Antoniotti, WPTZ President & General Manager
3. Leisa Boise, CVES Board Member
4. Carol Calabrese, Director Essex County IDA
5. Michael Cashman, Supervisor Town of Plattsburgh
6. David Coryer, Coryer Staffing
7. Greg Hart, Workforce Development Institute
8. Sylvie Nelson, Executive Director, North Country Workforce Development Board
9. Lee Ann Pray, Northline Utilities
10. Sheri Sauve, Manager, NYS Department of Labor
11. Dr. Thomas Palmer, Superintendent of Schools, Peru Central School District
12. Daniel Mayberry, Superintendent of Schools, Keene Central School District
13. Paul Savage, Superintendent of Schools, AuSable Valley Central School District
14. David F. Champagne III, President & CEO of The Development Corporation

ENC. 57

Recommend that the Board approve updates of any names, titles, numbers throughout the District-Wide and all building level Safety Plans to reflect staffing changes/updates, as well as any technology instruction modifications as a result of equipment upgrades, from July 1, 2019 through June 30, 2020.

ENC. 58

Recommend that the Board, upon the recommendation of New York State Commissioner of Education, MaryEllen Elia, recognize the appointment of Dr. Mark C. Davey as the Interim District Superintendent of Franklin-Essex-Hamilton BOCES, effective September 1, 2019.

ENC. 59

Recommend that the Board adopt the following Revised Policy:

#5300 – Code of Conduct

ENC. 60

Revised Policy – 1st Reading

#4340 – CV-TEC Adult Education Payment/Refund and Withdrawal Policy

ENC. 61

Recommend that the Board waive the first reading and adopt the following revised policy:

#6805 – Authorization of Employment and Payment of Substitutes by the District Superintendent

ENC. 62

Policies To Be Reviewed Annually

1. #6700 Policy and Procedures Governing Procurements of Goods and Service Enacted in Accordance with General Municipal Law § 104-b
1. #6700-E.1 Purchasing Exhibit

ENC. 63

Policy Requiring Board Member's Signature

1. #2160 BOCES Board Officer and Board Member Responsibilities

Please sign last page and return to District Clerk

Recommend Revised Policy 1st Reading

CV-TEC ADULT EDUCATION PAYMENT/REFUND AND WITHDRAWAL POLICY

The Director of CV-TEC is hereby authorized to establish an adult education program **and/or adult education course** for the educational, career and recreational needs of the community. The Director is authorized to establish tuition and fees and available slots in accordance with applicable law and regulation.

All adult CV-TEC students must complete the "Adult Acceptance Form" prior to admission and complete the "Adult Student **Tuition & Fees Payment Agreement**" indicating how the education will be funded. Tuition for **long-term CV-TEC Career & Technical Education (CTE) Programs** should be paid in advance to cover the entire instructional program. Two payments may be made with advance permission with 50% due before the 1st day of classes and the remaining 50% due at the mid-point of instruction. Full payment for short-term adult and community education **programs courses** must be paid at the time of registration. Adult students who are enrolled in a CV-TEC Adult Education program **and/or adult education course** are entitled to a refund of tuition according to the following schedules when a request to withdraw is made in writing.

Refunds are calculated based upon date of receipt of written withdrawal request. A withdrawal form may be obtained in the Student Services Office.

Adults in CV-TEC Daytime Career & Technical Education (CTE) Programs

CV-TEC Career & Technical Education (CTE) Programs are programs that run September through June follows the CVES school calendar, occur during regularly scheduled school days, and co-enroll high school students. The CV-TEC Licensed Practical Nurse (LPN) Program is also considered a CV-TEC Career & Technical Education (CTE) Program.

- Students are responsible for all payments based on the "Adult Student Tuition and Fees Payment Agreement".
 - *I agree to pay my tuition and fees according to my selected plan. I further agree that although I may have applied for alternative funding, I am ultimately responsible for all tuition and fees incurred. By not submitting timely payments, I will be terminated from the program and not allowed to graduate. Records will not be released until all accounts are paid in full. I have also read, understand and agree to the Adult Student Tuition and Fees Payment Agreement.*
- Acceptance into some programs may incur a non-refundable deposit. This deposit is credited against the outstanding balance if a student enrolls.

Refund Policy for Career & Technical Education (CTE) Programs:

- Refunds are based upon yearly tuition regardless of chosen payment plan.
- Refunds will not be made for any fees other than tuition.

- Discontinuation by a funding agency must be in writing.
- Refunds will be issued within 45 days of written notification.

CV-TEC Career & Technical Education (CTE) Programs Refunds will be calculated based on the following schedule:

	<u>Refund Percentage</u>
Withdrawal prior to or on the first day of class:	100%
Withdrawal through the first 10% of instructional days	90%
Withdrawal between 10% - 25% of instructional days	50%
Withdrawal between 25% - 50% of instructional days	25%
Withdrawal after 50% of instructional days	0%

*NOTE: For students entering a **Career & Technical Education (CTE) Programs** part way through the school year, the refund is based upon the percentage of school days from the date of entry until the withdrawal date against the number of school days from the date of entry through the end of the school year.

Adult Students Receiving Title IV Funding

Adult students receiving Title IV Federal Funding will be obligated to comply with all applicable federal policies.

Short Term Adult Courses and Community Education Programs Courses

Short Term Adult Courses and Community Education Courses are courses that vary widely in length, are frequently offered during the afternoon/evening, and provide adult students with specific skill sets that can be acquired in a relatively short amount of time (e.g.: 152 hour CNA course, 60 hour CDL course, 48 hour Welding course, etc.).

- Full tuition is payable at the time of registration.
- A full refund will be made if classes are cancelled or closed out.
- No refund will be made after the first **class scheduled class has been conducted.**
- Refunds will be issued within 45 days of notification.

Business and Industry Training Programs Courses

After a Business and Industry Training contract is signed the following policies will apply: Cancellation by the business partner before the program course actually begins will incur a 10% administrative charge for set up and curriculum development. After the program begins all contractual charges must be paid in full regardless of student attendance.

~~I agree to pay my tuition and fees according to my selected plan. I further agree that although I may have applied for alternative funding, I am ultimately responsible for all tuition and fees incurred. By not submitting timely payments, I will be terminated from the program and not allowed to graduate. Records will not be released until all accounts are paid in full. I have also read, understand and agree to the Adult Student Tuition and Fees Payment Agreement.~~

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

**Authorization for Temporary Appointments by District Superintendent of Employment
and Payment of
Substitutes by the District Superintendent**

The District Superintendent, at his/her discretion, may authorize employment and payment of a ~~substitute/temporary on-call~~ **an employee on a temporary basis** prior to Board action. Such authorization and compensation shall not exceed more than three payroll periods prior to the Board appointment.

The District Superintendent, or his/her designee, shall promulgate procedures to be followed by each respective Division, ensuring that an individual does not report to work prior to express authorization by the District Superintendent.

Adopted April 30, 2009

**POLICY AND PROCEDURES GOVERNING PROCUREMENTS
OF GOODS AND SERVICES ENACTED IN ACCORDANCE WITH
GENERAL MUNICIPAL LAW § 104-b**

The following procedures shall be followed regarding all procurements of goods and services including those which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law § 103 (1).

DETERMINATION OF WHETHER PUBLIC BIDDING IS REQUIRED

The School Business Official shall determine whether public bidding is required.

The determination of public bidding for a particular item shall be based on the total acquisition cost of the same or similar items during the entire school year or term of the contract.

See Chart 6700-E.1 incorporated as part of this policy.

WHEN PARTICULAR ALTERNATE PROPOSALS SHALL BE USED

All documentation shall be filed with the Purchasing Agent and the Board shall, in its resolution of award, make reference to the quotations received and the fact that the documents regarding the quotations are filed with the Purchasing Agent.

PROCEDURE WHEN AWARD IS NOT MADE TO THE LOWEST SUPPLIER

An award need not be awarded to the lowest supplier when:

- the award is based on best value.
- the bidder is not a responsible bidder.
- the language submitted by the bidder imposes conditions which, in the written opinion of the District Superintendent or attorney, are not in the best interests of BOCES.
- the bidder fails to demonstrate that the item or service can be delivered at the appropriate time.
- the proposed product, in the written opinion of the Purchasing Agent, is not compatible with the products which interact with the product desired to be acquired.
- in relation to personnel services, that there is an existing relationship and such continued relationship is in the best interests of BOCES.
- in relation to personnel services, that the experience or educational basis is not the same. It is the desire of the Board to acquire the best professional services available to meet the needs of BOCES. When proposals are received for personnel services, the Board shall consider the professional experience of the applicants in rendering similar services to

other school districts or to this school district. When personnel services are awarded on the basis of experience and background, the resolution of the Board shall identify the various elements considered in making the award.

- BOCES shall give preference in purchasing instructional materials to any vendor able to provide those materials in alternative formats.

WHEN NO BID IS RECEIVED

When the procedures are followed and no bid is received, the Board shall, by resolution, set forth another method to follow to obtain a quote. The procedures shall then be followed.

PROCEDURES OF § 103 (1)

In all situations, the District Superintendent may elect to follow the procedures of General Municipal Law § 103 (1) even though bidding is not required by law or the anticipated cost is under the statutory limits.

ALTERNATE FORMAT

BOCES shall give preference in purchasing instructional materials to any vendor able to provide those materials in alternative formats.

COOPERATIVE PURCHASING

The Board of Cooperative Educational Services endorses the concept of cooperative purchasing when such method is in the best interest of BOCES. The Purchasing Agent is authorized to explore the possible participation by the Supervisory district in cooperative purchasing ventures with other district and municipalities. All proposals and contracts for cooperative purchasing ventures shall be submitted to the BOCES Board for consideration and approval.

All construction contracts must be advertised, bid on and awarded in accordance with the BOCES' policy and procedures for competitive bidding. No school building may be erected, purchased, repaired, enlarged or remodeled, nor will an advertisement for bids for the execution of the plans and specifications for a school building be placed in the supervisory district, at an expense that will exceed \$10,000 until the plans and specifications have been submitted to the Commissioner of Education and his/her approval received. Such plans and specifications will show in detail the ventilation, heating and lighting of such buildings.

ANNUAL REVIEW

This policy shall be reviewed annually. The annual review shall take place during the first six weeks of the beginning of the school year. This policy shall be considered a continuing policy unless modified by resolution of the Board.

PRIOR CONSULTATION

Before enacting this resolution, comments concerning the policies and procedures were solicited from the District Superintendent, School Business Official Treasurer, Internal Auditor, and Purchasing Agent.

Adopted March 11, 2015

PURCHASING EXHIBIT*Methods of Competition To Be Used For Non-Bid Procurement*

	Verbal Quotes			Written Quotes		Bid	RFP	Other
	0	2	3	3	More than 3			
Purchase Contracts up to \$19,999:								
Under \$800	X							
\$800 - \$1,499		X						
\$1,500 - \$4,999				X				
\$5,000 - \$19,999					X			
\$20,000 total or more						X		
Public Work Contracts Up to \$34,999								
Under \$1,000	X							
\$1,000 - \$4,999			X					
\$5,000 - \$9,999				X				
\$10,000 - \$34,999					X			
\$35,000 total or more						X		
Emergencies								X
Insurance					X			
Professional Services*							X	
Leases of Personal Property								X
Second-Hand Equip. from Other Governments								X
Certain Food & Milk Purchases								X
Certain Municipal Hospital Purchases								X
Sole Source <i>(For example, a monopoly, a patented item, certain textbooks and educational publications.)</i>								X

Cooperative bids, state contracts, county contracts or preferred vendors must be utilized prior to initiating a non-bid procurement. Obtain procedures from the division office.

General Municipal Law requires that similar procurements that exceed \$20,000 in a fiscal year must be grouped together for the purpose of determining whether a particular item or group of items must be bid. Such bids will be made at the discretion of the Business Manager.

* An RFP may be required; however, contracts for professional services may be awarded without competitive bidding.

DEFINITIONS:

Purchase Contract: An order for supplies and/or equipment or other goods.

Public Works Contract: An order for the construction or repair of any building, structure, fixture or other improvement on real property including all materials used and all work, labor and other services rendered in connection with such construction or repair.

Professional Services: A service involving specialized skill, training and expertise, use of professional judgment or discretion, and/or a high degree of creativity.

RFP: Request For Proposal

Adopted July 13, 2011

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

2160

BOCES BOARD OFFICER AND BOARD MEMBER RESPONSIBILITIES

Pursuant to the provisions of Section 806 of the General Municipal Law, the Board of Cooperative Educational Services (hereinafter "Board") promulgates these rules of ethical conduct for the Board members, officers and employees of the school district. These rules shall not conflict with, but shall be in addition to, any prohibition of Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts by municipal officers and employees.

Definitions

1. "Officer or Employee" means an officer or employee of the Clinton-Essex-Warren-Washington BOCES, whether paid or unpaid, including members of the Board of Education, and their professional or nonprofessional staff and appointees.
2. "Interest" means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the school district, or a lawful class of such residents or taxpayers. An officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of his or her household, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization's outstanding stock.

Standards of Conduct

Every officer and employee of the Clinton-Essex-Warren-Washington BOCES shall be subject to and abide by the following standards of conduct:

1. *Gifts:* He/she shall not directly or indirectly solicit any gift or accept or receive any gift having a value of \$75 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward to any official action on his or her part. However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members.

Nothing herein should be construed as prohibiting the traditional exchange of holiday gifts between officers or employees, provided discretion is used to ensure that gifts having a value of \$75 or more are not accepted by any officer or employee. Gifts from children that are principally sentimental in nature and have a value of less than \$75 may be accepted in the spirit in which they are given.

2. *Confidential Information:* He/she shall not disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her personal interest. In addition, he/she shall not disclose information regarding any matters discussed in an executive session of the Board whether such information is deemed confidential or not.
3. *Disclosure of Interest:*
 - (a) Whenever a matter requiring the exercise of discretion comes before him or her, either individually or as a member of the Board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the officer or employee shall disclose in writing the nature of the interest.
 - (b) The disclosure shall be made when the matter requiring disclosure first comes before the officer or employee, or when the officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.
 - (c) The disclosure shall be filed with the person's supervisor or, if the person does not have a supervisor, the disclosure shall be filed with the Board. Any disclosure made to the Board shall be made publicly at a meeting of the Board and must be included in the minutes of the meeting.
4. *Investments in Conflict With Official Duties:* He/she shall not invest or hold an investment directly in any financial, business, commercial or other private transaction that creates a conflict or would otherwise impair the person's independence of judgment in the exercise or performance of his or her official duties.
5. *Private Employment:* He/she shall not engage in, solicit, negotiate for or promise to accept private interests when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.
6. *Future Employment:* An officer or employee shall not, after the termination of service or employment with the school district or Board, appear before the school district or Board or any panel or committee of the Board, in relation to any case, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration. This shall not bar or prevent the timely filing by a present or former officer or employee of any claim, account, demand or suit against the district on his or her own behalf or on behalf of any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

Distribution of Code of Ethics

The District Superintendent shall cause a copy of the Board's Code of Ethics and this accompanying regulation to be distributed to every officer and employee of the school district.

Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. In addition, the District Superintendent shall ensure that a copy of Article 18 of the General Municipal Law shall be kept posted in each public building under the district's jurisdiction in a place conspicuous to the district's officers and employees.

Penalties

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of the Board's Code of Ethics and its accompanying regulation may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

Adopted May 14, 2014

BOCES BOARD OFFICER AND BOARD MEMBER RESPONSIBILITIES EXHIBIT*

As a member of my Board of Cooperative Educational Services, I will strive to improve public education, and to that end I will:

- attend all Board Meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
- recognize that I should endeavor to make policy decisions only after full discussion at publicly held Board Meetings;
- render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
- encourage the free expression of opinion by all Board Members, and seek systematic communications between the Board and students, staff, and all elements of the community;
- work with other Board Members to establish effective Board policies and to delegate authority for the administration of the schools to the District Superintendent;
- communicate to other Board Members and the District Superintendent expressions of public reaction to Board policies and school programs;
- maintain familiarity with educational issues through study and participation in programs providing needed information, such as those sponsored by state and national school boards associations;
- support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
- avoid being placed in a position of conflict of interest, and refrain from using my Board position for personal or partisan gain;
- take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law; and
- remember always that my first and greatest concern must be the educational welfare of the students.

Board Member Signature

Date

* These guidelines are designed to reinforce the understanding of each Board Member's responsibilities.

Adopted May 14, 2014



CVES MISSION

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

MEMORANDUM

TO: Mark Davey
FR: Teri Calabrese-Gray
DA: June 24, 2019
RE: July 2019 Board Report

NYSED PROPOSES REGULATIONS FOR SUBSTANTIALLY EQUIVALENT INSTRUCTION FOR NONPUBLIC SCHOOL STUDENTS

The New York State Education Department proposed regulations regarding the statutory requirement for substantial equivalency of instruction for students attending nonpublic schools to ensure that all students receive the education to which they are entitled under the law.

For the past two years, NYSED engaged in a deliberative and thoughtful process to develop the guidance issued last year, consulting with numerous stakeholders, in both the public school and religious and independent school communities. The proposed regulations contain recommendations for processes and criteria for the substantial equivalency process that largely reflect the major principles outlined in the Department's November 2018 guidance. The proposed regulations have been updated to include the following elements:

- Recommends that new schools be reviewed within three years of operation and that existing schools be reviewed by the end of the 2022-23 school year or as soon as practicable thereafter and regularly thereafter;
- Provides due process to the nonpublic school throughout the substantial equivalency process;
- Focuses on providing instruction in subject areas required by law and does not include reference to the state learning standards;
- Allows for integrated curriculum that delivers content by incorporating more than one subject into the content of a course;
- Requires LSAs to annually file a list of nonpublic schools subject to their review and Commissioner's review by Sep. 1, 2020 and each September 1 thereafter; and
- Requires LSAs to file an annual update regarding the status of substantial equivalency reviews by Sep. 1, 2024 and each September 1 thereafter.

In response to the court ruling, the Department drafted proposed regulations to implement requirements in state law that students attending nonpublic schools receive substantially equivalent instruction. Under state law, local public school officials have the responsibility to ensure that the education received by nonpublic school students is substantially equivalent to that received in district public schools. Substantial equivalency means an instructional program is comparable to that offered in the public schools and is designed to facilitate the progression of students from grade to grade.

The proposed rulemaking will be published in the State Register on July 3 and the public comment period will run through Sep. 2. It is expected the final regulation will come before the Board of Regents for its consideration in fall 2019.

STATE ARCHIVES AWARDS \$5.3 MILLION TO LOCAL GOVERNMENTS AND EDUCATIONAL INSTITUTIONS TO IMPROVE RECORDS MANAGEMENT

The New York State Archives awarded \$5.3 million in Local Government Records Management Improvement Fund (LGRMIF) grants to 80 local governments, school districts, and educational institutions across the state to help improve records management systems to better serve the public. Schuyler Falls in Clinton County was awarded a grant this year, as well as Essex County and St. Armand in Essex County.

The New York State Archives, part of the State Education Department, administers the LGRMIF grants, which are used by local governments to improve their record management systems to better serve the public. It is a competitive program with grants awarded based on the merits of the applications.

Since its inception in 1988, the program has provided over \$230 million in competitive grant funds to local governments statewide. These funds support a wide variety of projects that help local governments manage paper, and increasingly, electronic records. Project categories include:

- **Disaster Management:** projects aimed at developing, testing and implementing disaster and business recovery plans to protect local government archival and vital records, both hardcopy and electronic.
- **Inactive Records:** projects aimed at planning, developing or improving the management of records during the inactive phase of their life cycle. Inactive records are records that are used infrequently but must be retained because their retention periods have not yet expired.
- **Historical Records:** projects aimed at preserving historical records or using local government records as teaching tools in the community and in the classroom.
- **Files Management:** projects aimed at improving the systematic control of active files.
- **Document Conversion and Access:** projects aimed at converting records to another format through the use of microfilming or imaging.

Grant projects may start on July 1, 2019 and all work on grant projects must be completed by June 30, 2020.

NYS SUMMER READING PROGRAM

This year's summer reading program slogan is "A Universe of Stories." Children and teens participating in the program receive book recommendations and engage in creative and fun educational activities at their local libraries. Library staff help children select reading materials and provide literacy-enhancing programs such as storytelling, music, creative arts, and performances. At the end of the program, participants receive formal recognition and celebrate their summer reading goals and achievements.

As referenced in last month's board report, students can download free e-books this summer thanks to SED's partnership with myON by Renaissance. Now through September 30, New York State children and their families can access a digital library of more than 6,000 e-books. Learn more about the NYS Summer Reading Program by visiting <http://www.nysed.gov/news/2019/state-education-department-and-state-library-launch-2019-summer-reading-program>.

It's so important for children to continue learning during the summer, and SED's summer reading program helps children stay engaged and prevent summer slide. Whether it's print books, e-books, or audio books, there's something for everyone to read and enjoy at their local library. Please encourage families to visit their local library and sign up for a summertime of free reading, learning, and fun.

HSED Graduation Ceremony 6/8/19:

Congratulations to our High School Equivalency Graduates of 2018! Several students have earned their HSED throughout the course of the 2018-2019 school year. Our HSED Graduates participated in the Graduation Ceremony on June 8, 2019 at the West Side Ballroom. Assemblyman Billy Jones and Supervisor Michael Cashman provided our students with a wonderful Commencement Addresses! Congratulations on a job WELL DONE!



158 High School Students Earn the NYSED Board of Regents CTE Endorsement:

TOTAL POPULATION TESTED: 278
183 Earned Endorsement: 66%

<input type="checkbox"/> High School Students Tested:	251
# Technical Endorsement Earned:	158
% HS Earning Technical Endorsement	63%
<input type="checkbox"/> Post-Secondary/Adult Tested	27
# Technical Endorsement Earned:	25
% PS/AD Earning Technical Endorsement	93%



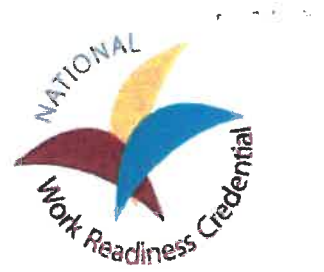
Component District High School Results:

Number of Students Earning Technical Endorsement

AVCS	12	BCS	15
CHAZY	5	CROWN PT	3
KEENE	1	MORIAH	7
NAC	16	NCCS	25
PERU	25	PHS	17
SARANAC	19	SCHROON	3
SETON	1	TICONDEROGA	6
WESTPORT	3		

National Work Readiness Credential (NWRC) at CV-TEC

The National Work Readiness Credential is a nationally administered certification of an individual's readiness for entry-level work as defined by employers. The assessment includes four modules: situational judgment, active listening, reading with understanding, and using math to solve problems. It is the first assessment for entry-level workers to provide a universal, transferable, national standard for work readiness. CV-TEC is **proud** to provide an opportunity for students to earn this National Credential!



2019 Results:

All CV-TEC students on target for completing their CTE Program in 2019 were eligible to participate in the NWRC Assessment. **258 of the 311 eligible students successfully earned the NWR Credential; an outstanding 83% success rate!**

The Need for a Credential

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

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

CV-TEC Preparing Students for the National Work Readiness Credential

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

Structure of the Credential

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

Benefits of the Credential

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



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SPECIAL EDUCATION DIVISION

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

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: July 2019
 Re: Board of Cooperative Educational Services Report

Plattsburgh and Mineville Graduations – Congratulations to All!



Plattsburgh Campus

Josh Decosse,, Chateaugay, Skills Credential
 Devyn Drolette, Plattsburgh, CDOS
 Dylan Madison, NCCS, CDOS
 Brady LaGrave, Peru, CDOS
 Jacob Paye, Saranac Lake, Skills Credential
 Dylan Bruce, Lake Placid, Local Diploma
 Neil Rampal, Plattsburgh, CDOS
 David Yocum, Plattsburgh, CDOS
 Jacob Spinner, Salmon River, Local



Mineville Graduates

Cassidy Roy, Westport CDOS and local diploma
 Katelyn Haynes : Westport, local diploma, CDOS and CNA
 Chad Denton, ELCS, CDOS and diploma
 Courtney Hitchcock, Crown Point, diploma and CDOS, CNA
 Raymond Fontaine, Moriah TBD
 Brandon Guerin, Ticonderoga Skills Credential
 Angelina Printy, Ticonderoga Skills Credential

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Plattsburgh Field Day and Picnic

WAF students and staff enjoyed a great end of the year picnic and field day with all hands on deck. Students shucked the corn for the picnic and older students helped with face painting, making popcorn and assisting in the games. They had their time in the afternoon to enjoy all also. Thank you to all the staff who helped in the preparations and set up.



**Congratulations
 2018-2019 Yearbook Cover Winners**



Brodie Sussdorf (Back Cover) Riccardo Dansby (Front Cover)

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Student Adventures at Point Au Roche State Park with Physical Education Teacher Kim Mayer



Students in Miss Thorne's class spent the day discovering almost 3 miles of the Ram's Head and Long Point trails, taking time to enjoy the sunshine and nature. They even had time to go to the playground!



Mr. Falvey's class
 ...enjoyed 3 miles of trails,
 ...ate lunch on Long Point
 ...and had some great fun in
 the water along the way.



Ms. Finnegan's class liked the very challenging Ram's Head trail with many, rocks, downed trees and water. Students did an excellent job on the two-mile Hike and liked stopping along the water's edge to sit on logs and eat their lunch!

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Ms. Rhino's class braved the rain on a 2.5 miles hike, stopped at the Lecture Center for a snack and then headed down to Long Point for lunch. A short hike at the new park on LaPierre Lane in Morrisonville completed their day. Students and Staff did a fantastic job under less than ideal circumstances.



David Dorfman Dance Company Visits CVES.

CVES Students and Staff were treated to special visit by members of the David Dorfman Dance Company on Wednesday June 5, 2018 from Connecticut State College.

Several students were able to meet with the team and learn from an impromptu lesson on movement and dance.



Coordinated through the effort of our Elementary and Life Skills Principal Ms. Jenn Christiansen the students and staff discovered dance and movement is a positive way to express

their feelings and emotions in creative ways.

It was a very positive experience for our students who enjoyed working with the diverse members of the team and found it to be a constructive and upbeat way for them to strengthen their communication skills and build relationships with others while improving their own self-confidence.



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WAF Thera Pets Fund Raiser

Our secondary life skills classes became entrepreneurs by providing lemonade and iced tea to staff and students during our last few days of schools. We were hoping for warm weather but nothing stopped the students from exchanging their Bull Dog Bucks for the tasty treats and staff donating the dollars to help with a donation to Thera Pets. Thera Pets will come to our Plattsburgh Campus on August 1st to have the students interact with the donkeys. We will also have some classes visiting the farm with all of the other animals during our summer school. Thera Pets only works on donations. With a staff raffle of a subway gift certificate and the lemonade/tea stand and some anonymous donations, we have gathered \$150 for the farm while students learned to use the cash register and become sales staff as well as making the fresh drinks.



Back Pack Program

Plattsburgh Campus has been successful in raising the \$1830 for the Back Pack Program next school and in fact has a start on the following school year. In partnership with JCEO we are able to provide 10 backpacks with food for the weekend for 10 of our elementary families. Thank you to all who contributed with our gift card raffles and to the individuals and companies who have sponsored a child or children.

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

Cosser	927-2018	927-2019	944-2019	947-2019	949-2019	950-2019	951-2019	952-2019
Program Description	Core Rehabilitation Services	Core Rehabilitation Services	Early College High School Program and Pathways	SLS Operating Aid	SLS Categorical Aid for Automation	EPE	HSE Test Administration	WIOA, Title II, Adult Basic Ed
Approved Budget	\$ 322,290	\$ 412,600	\$ 150,000	\$ 102,694	\$ 10,419	\$ 382,250	\$ 7,397	\$ 60,182
Revenue Available/Earned	\$ 377,143	\$ 91,042	\$ 150,000	\$ 96,991	\$ 9,699	\$ 332,796	\$ -	\$ 60,182
Prior Year Rollover	81,039	-	-	5,703	720	-	-	-
Expenditures to-date	(262,239)	(170,080)	-	(99,965)	(8,680)	(358,129)	-	(59,410)
Est.Encumbrances to-date (including indirect cost)*	(5,585)	(10,562)	-	(1,209)	-	(16,300)	-	(716)
Unexpended Balance	\$ 190,358	\$ (89,600)	\$ 150,000	\$ 1,520	\$ 1,739	\$ (41,633)	\$ -	\$ 56
Percentage Utilized	83%	44%	0%	99%	83%	98%	0%	99.9%
Grant Program Ending:	12/31/2018	12/31/2019	6/30/2021	6/30/2019	6/30/2019	6/30/2019	12/31/2019	6/30/2019
Finance Approval Obtained:	12/17/2014	2/7/2019	2/22/2019	6/8/2018	7/2/2018	9/13/2018	6/4/2019	10/22/2018
Director:	Berry	Berry	Gray	Gray	Gray	Friedman	Friedman	Friedman

Cosser	954-2019	956-2019	959-2019	963-2019	963-2020	965-2019	966-2019	997-2019
Program Description	Perkins IV Basic	SLS Supplemental Operating Aid	SNAP Employment & Training Venture IV	North Country Region Career Pathways II	North Country Region Career Pathways III	WIOA Title II, Corrections	NYS Basic Literacy- JCEO	NYS Basic Literacy- One Work Source
Approved Budget	\$ 111,473	\$ 51,378	\$ 300,000	\$ 140,000	\$ 100,000	\$ 109,971	\$ 125,000	\$ 125,000
Revenue Available/Earned	\$ 111,473	\$ 47,366	\$ 47,750	\$ 63,500	\$ -	\$ 109,971	\$ 125,000	\$ 125,000
Prior Year Rollover	-	4,012	76,257	12,955	-	-	-	-
Expenditures to-date	(111,333)	(47,236)	(61,411)	(58,246)	-	(96,911)	(124,432)	(123,134)
Est.Encumbrances to-date (including indirect cost)*	-	(939)	(60,939)	(4,165)	-	(11,958)	(268)	(1,689)
Unexpended Balance	\$ 140	\$ 3,203	\$ 1,657	\$ 14,044	\$ -	\$ 1,102	\$ 300	\$ 177
Percentage Utilized	99.9%	94%	41%	45%	0%	99%	98.8%	99.9%
Grant Program Ending:	6/30/2019	6/30/2019	9/30/2019	3/31/2019	3/31/2020	6/30/2019	6/30/2019	6/30/2019
Finance Approval Obtained:	8/8/2018	6/8/2018	11/30/2018	6/13/2018	6/12/2019	11/2/2018	11/9/2018	11/5/2018
Director:	Friedman	Gray	Friedman	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.