

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

**AGENDA FOR BOARD MEETING TO BE HELD AT THE INSTRUCTIONAL SERVICES CENTER IN  
PLATTSBURGH ON AUGUST 21, 2019, PROPOSED EXECUTIVE SESSION AT 6:30P.M. – MEETING AT 7:30P.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. EXECUTIVE SESSION   |
| No Action | 3. INTRODUCTION OF ALL PRESENT                                     |
| No Action | 4. OPINIONS AND CONCERNS FROM THE AUDIENCE                         |
| No Action | 5. CAPITAL PROJECT UPDATE -- Dr. Mark Davey & Mr. Eric Bell        |
| Action    | 6. MINUTES OF PREVIOUS MEETING                                     |
|           | a. July 10, 2019 (Enc. 1)  |
|           | 7. CONSENT AGENDA FINANCIAL  |
| Action    | a. Certification of Warrant (Enc. 2)                               |
| Action    | b. Donations (Enc. 3)  |
| Action    | c. Budget Increase (Enc. 4)  |
| Action    | d. Cross Contracts (Enc. 5)  |
| Action    | e. Land Purchase Agreement (Enc. 6)                                |
| Action    | f. Lease Agreement (Enc. 7)  |
| Action    | g. Master Services Agreement (Enc. 8)                              |
| Action    | h. Cafeteria Meals Services Agreement (Enc. 9)                     |
| Action    | i. Revocable Permit Agreement (Enc. 10)                            |
| Action    | j. National School Lunch Program (Enc. 11)                         |
| Action    | k. Community Eligibility Provision (Enc. 12)                       |
| Action    | l. School Lunch Program Resolution (Enc. 13)                       |
| Action    | m. Special Education School Age Summer School Resolution (Enc. 14) |
|           | 8. OLD BUSINESS  |
| No Action | a. None this month   |
|           | 9. CONSENT AGENDA PERSONNEL  |
| Action    | a. Abolishments (Enc. 15)  |
| Action    | b. Rescind (Enc. 16)   |
| Action    | c. Resignations for the Purpose of Retirement (Enc. 17)            |
| Action    | d. Resignations (Enc. 18)  |
| Action    | e. Leave of Absence (Enc. 19)                                      |
| Action    | f. Tenure Appointments (Enc. 20)                                   |
| Action    | g. Four-Year Probationary Appointments (Enc. 21)                   |
| Action    | h. Civil Service Probationary Appointments (Enc. 22)               |

- |        |    |  |
|--------|----|--|
| Action | i. | Civil Service Provisional Appointments (Enc. 23)                   |
| Action | j. | Permanent Appointments (Enc. 24)                                   |
| Action | k. | Temporary Appointments (Enc. 25)                                   |
| Action | l. | Part-Time Appointments (Enc. 26)                                   |
| Action | m. | Hourly Appointment (Enc. 27)                                       |
| Action | n. | Amendments (Enc. 28)   |
| Action | o. | Additional Work (Enc. 29)  |
| Action | p. | 2019 Special Education Summer School (Enc. 30)                     |
| Action | q. | 2019 Summer Work (Enc. 31)   |
| Action | r. | Curriculum Writers (Enc. 32)                                       |
| Action | s. | 2019-20 Temporary-On-Call Substitute Annual Renewal List (Enc. 33) |
| Action | t. | Volunteers (Enc. 34)   |
| Action | u. | Authorization of Individuals to Collect Money (Enc. 35)            |
| Action | v. | Change Funds (Enc. 36)   |
| Action | w. | Officers for Free and Reduced Lunch Appeals (Enc. 37)              |

#### 10. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- |        |    |   |
|--------|----|---|
| Action | a. | Adopt Revised Policy (Enc. 38)                                    |
| Action | b. | Requests for Approval to Attend Conference/Workshop (Enc. 39)     |
| Action | c. | Student Transportation Cooperative Agreement Resolution (Enc. 40) |
| Action | d. | SEQRA Resolution (Enc. 41)  |

#### 11. NEW BUSINESS

- |           |    |                 |
|-----------|----|-----------------|
| No Action | a. | None this Month |
|-----------|----|-----------------|

#### No Action 12. STRATEGIC PLAN UPDATE – Dr. Mark Davey

#### No Action 13. DISTRICT SUPERINTENDENT’S UPDATE

#### No Action 14. OTHER

#### No Action 15. NEXT BOARD MEETING

Wednesday, September 11, 2019, at the Yandon-Dillon Center in Mineville – Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.

#### No Action 16. REPORTS FROM DIRECTORS (Enc. 42)

#### Action 17. ADJOURNMENT

# **CHAMPLAIN VALLEY EDUCATIONAL SERVICES**

## **VISION**

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

## **MISSION**

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

## **IMPORTANT DATES**

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 approve the Draft Minutes from the July 10, 2019 Regular Board meeting. (attached)

## **ENC. 2**

Recommend that the Board approve the Certification of Warrant for June 24, 2019 to August 9, 2019. (attached)

## **ENC. 3**

Recommend that the Board approve the following Donations:

1. For Our Student Stipend Fund:

United Way (May 2019)	41.17
Pepsi (June 2019)	105.27
United Way (June 2019)	41.17
Linda Gonya-Horne (June 2019)	<u>50.00</u>
TOTAL - \$	237.61

2. Donation of \$549.00, from Adirondack Foundation. This donation will benefit the Special Education Backpack program.

## **ENC. 4**

Recommend that the Board approve the following Budget Increase:

1. Library Media Service budget from \$209,240 to \$229,240 for the 2019-2020 school year due to increased purchases of Online Databases by School Districts. (ISC)

## **ENC. 5**

Recommend that the Board approve the following Cross Contracts:

1. 2018-19 Final- Capital Region BOCES

\$5,179,635.05 for Distance Learning, Virtual Summer School, School Improvement, Instructional Computer Support Services, Model Schools, Administrative Computer Services (student, financial, security and others), Microfilming, Communications, Voice and Electronic Communication Services, Health Safety/Risk Management, Labor Relations, and Teacher Certification (all 17 component districts and CVES participate in one or more of these services).

2. 2018-19 Final- Erie 1 BOCES

\$3,000 for Policy Services (CVES and Westport participate in this service).

## **ENC. 5 (CONTINUED)**

### **3. 2018-19 Final- Franklin-Essex-Hamilton BOCES**

\$681,561.75 for Shared Business Office Services (Beekmantown, Keene, Elizabethtown-Lewis, Putnam, and Westport participate in this service); Substitute Coordination (Beekmantown, Elizabethtown-Lewis, Schroon Lake, Westport, and Willsboro participate in this service); School Improvement SSFC (Elizabethtown-Lewis and Westport participates in this service); Insurance- ACA Consulting and Reporting (AuSable Valley, Beekmantown, Elizabethtown-Lewis, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Schroon Lake, and Westport participate in this service); Personnel Recruitment-Frontline (Beekmantown participates in this service); Labor Relations (Northeastern Clinton and Northern Adirondack participates in this service); Arts in Education (Beekmantown participates in this service); Exploratory Enrichment (Northern Adirondack participates in this service); and School Improvement (AuSable Valley, Beekmantown, Chazy, CVES, Elizabethtown-Lewis, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh City, Saranac, Schroon Lake, Ticonderoga, Westport, and Willsboro participates in this service).

### **4. 2018-19 Final- Hamilton-Fulton-Montgomery BOCES**

\$364 for School Improvement Services (Peru Central School participates in this service).

### **5. 2018-19 Final- Jefferson-Lewis BOCES**

\$25,496 for Drug & Alcohol Testing Services (AuSable Valley, Beekmantown, Chazy, Crown Point, CVES, Elizabethtown-Lewis, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, Schroon Lake, Westport, and Willsboro participate in this service).

### **6. 2018-19 Final- Monroe 1 BOCES**

\$312.70 for School Improvement Services (Northern Adirondack Central School participates in this service).

### **7. 2018-19 Final- Monroe 2-Orleans BOCES**

\$5,690.52 for the Elementary Science Program (Keene participates in this service).

### **8. 2018-19 Final- Oswego BOCES**

\$2,250 for NYS CDOS or SACC Credential Management System (CVES participates in this service).

### **9. 2018-19 Final- St. Lawrence-Lewis BOCES**

\$75,040 for Cooperative Purchasing (AuSable Valley, Beekmantown, Chazy, Crown Point, CVES, Elizabethtown-Lewis, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh City, Saranac, Schroon Lake, Ticonderoga, Westport, and Willsboro participate in this service), Section X Athletic Coordination (Plattsburgh City participates in this service) and Instructional Computer-Edlio (Beekmantown participates in this service).

### **10. 2018-19 Final- Tompkins-Seneca-Tioga BOCES**

\$13,457.14 for School Improvement Services (Peru participates in this service).

### **11. 2019-20- Onondaga-Cortland-Madison BOCES**

\$595 for Energy Coordination Services (Keene Central School participates in this service).

### **12. 2019-20- St. Lawrence-Lewis BOCES**

\$68,812 for Cooperative Purchasing (AuSable Valley, Beekmantown, Boquet Valley, Chazy, Crown Point, CVES, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh City, Saranac, Schroon Lake, Ticonderoga, and Willsboro participate in this service), Section X Coordination (Plattsburgh City participates in this service) and Instructional Computer-Edlio (Beekmantown participates in this service).

# ENC. 1

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

DATE: July 10, 2019  
KIND OF MEETING: Reorganization Board Meeting  
PLACE: Yandon-Dillon Center, Mineville, NY

Board Members Present:

Larry Barcomb  
Leisa Boise  
Patricia Gero  
Linda Gonyo-Horne  
Richard Harriman, Sr.  
Donna LaRocque (Upon Appt.)  
Ed Marin  
Richard Malaney  
Thomas McCabe  
Bruce Murdock  
Lori Saunders  
Doug Spilling  
Michael St. Pierre  
Scott Thurber

Board Members Absent:

Evan Glading

Executive Officer:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Others Present:

Teri Calabrese-Gray  
Christine Myers  
Michele Friedman  
Eric Bell  
Grace Stay  
Michael Horne  
Donna LaRocque

**DRAFT**

MEETING  
TO ORDER

Board Member, Larry Barcomb called the meeting to order at 6:37 p.m.

OATH OF OFFICE

Patricia Gero, Linda Gonyo-Horne, Richard Harriman, Sr., Richard Malaney, Lori Saunders, Doug Spilling, Michael St. Pierre & Scott Thurber signed the Oath of Office.

2019-20 BOARD  
PRESIDENT

Mr. Murdock moved, seconded by Mr. St. Pierre, to nominate Larry Barcomb as President of the CVES Board for 2019-20. There being no other nominations, Mrs. Boise moved, seconded by Mr. St. Pierre to close the nominations. All Board Members present voted yes—motion carried. Mr. Barcomb was elected Board President for 2019-20 and signed the Oath of Office.

2019-20 BOARD  
VICE PRESIDENT

Mr. Murdock moved, seconded by Mr. Marin, to nominate Michael St. Pierre as Vice President of the CVES Board for 2019-20. There being no other nominations, Mrs. Boise moved, seconded by Mr. Murdock, to close the nominations. All Board Members present voted yes—motion carried. Mr. St. Pierre was elected Board Vice President for 2019-20 and signed the Oath of Office.

2019-20 BOARD  
DEPUTY VICE  
PRESIDENT

Mr. St. Pierre moved, seconded by Mrs. Saunders, to nominate Bruce Murdock as Deputy Vice President of the CVES Board for 2019-20. There being no other nominations, Mrs. Boise moved, seconded by Mr. Spilling, to close the

nominations. All Board Members present voted yes—motion carried. Mr. Murdock was elected Board Deputy Vice President for 2019-20 and signed the Oath of Office.

APPOINTMENT OF  
VACANT BOARD  
MEMBER SEAT

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, to appoint Mrs. Donna LaRoque to the vacant CVES Board member seat. All Board Members present voted yes—motion carried. Mrs. LaRocque signed the Oath of Office. Mrs. LaRocque joined the meeting at 6:46 p.m. as a Board member.

EXECUTIVE  
SESSION

Mr. St. Pierre moved, seconded by Mr. Murdock, that the Board go into Executive Session at 6:47 p.m., for the following reasons: #5 - A matter of collective negotiations pursuant to article 14 of Civil Service Law (the Taylor Law); #6 - A matter of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation; #8 - A matter of the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by the school district if such discussion publicity would substantially affect the value thereof. All Board Members present voted yes—motion carried.

The District Superintendent met with the CVES Board and discussed his recommendations for several individual contracts. Next, Eric Bell, Assistant Superintendent of Management Services, and Teri Calabrese-Gray, Assistant Superintendent for Instruction and 21st Century Learning, joined Dr. Davey with the Board in Executive Session for the discussion of CVES Capital Project updates. These topics included the next steps for the planned purchase of the approximate 20 additional acres next to the Satellite Campus, and status of the Construction Manager for CVES' pending project. Fourth, the Board was provided a negotiations update which included several potential proposals. Lastly, several pending employment recommendations were discussed and an update on the Director of Special Education vacancy was shared. Mr. Murdock moved, seconded by Mr. St. Pierre, that the Board come out of Executive Session at 8:06 p.m. All Board Members present voted yes—motion carried.

PUBLIC HEARING  
ON CODE OF  
CONDUCT

Dr. Davey opened the Public Hearing for the CVES draft Code of Conduct. Mrs. Michele Friedman, Director of Career and Technical Education, gave a PowerPoint presentation that listed the members of the Code of Conduct Committee and highlighted a summary of the major updates/changes that the Committee made for 2019-20. The Summary of changes included additions/modifications/and or updates to the following: Section 1: Introduction; Section II: definitions; and lastly changes to Section V: Individual Civility. The Code of Conduct can be found on the CVES website. There were no concerns from the public. The Public Hearing ended at 8:22 p.m. Meeting resumed at 8:23 p.m.



CONSENT  
AGENDA RE-  
ORGANIZATIONAL

Mrs. LaRocque moved, seconded by Mr. Murdock, to approve the following consent agenda Re-Organizational items 10a – 10y as presented. All Board Members present voted yes—motion carried.

APPOINTMENT OF  
BOARD CLERK

(10a) 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. The Board Clerk will sign and file the Oath of Office.

APPOINTMENT OF  
DEPUTY BOARD  
CLERK

(10b) 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. The Deputy Board Clerk will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF  
TREASURER

(10c) Appoint Christine Myers to the position of Treasurer, effective July 10, 2019 through the July 2020 Reorganization Meeting, per terms and conditions of Employment Agreement. The Treasurer will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF  
DEPUTY  
TREASURER

(10d) Appoint Jessica Laclair to the position of Deputy Treasurer, 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. The Deputy Treasurer will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF  
CLAIMS AUDITOR

(10e) 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. The Claims Auditor will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF  
DEPUTY CLAIMS  
AUDITOR/  
PAYROLL  
AUDITOR

(10f) 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. The Deputy Claims Auditor/Payroll Auditor will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF  
PURCHASING  
AGENT

(10g) Appoint Stephanie Trombly to the position of Purchasing Agent, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation. All Board Members present voted yes—motion carried.

APPOINTMENT OF  
CENTRAL  
TREASURER-  
EXTRAClassroom  
ACTIVITY FUND

(10h) 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.

<u>APPOINTMENT OF RECORDS ACCESS OFFICER</u>	(10i) Appoint Meaghan Rabideau to the position of Records Access Officer, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation
<u>APPOINTMENT OF RECORDS ACCESS APPEALS OFFICER</u>	(10j) 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.
<u>APPOINTMENT OF RECORDS MANAGEMENT OFFICER</u>	(10k) Appoint Christine Myers to the position of Records Management Officer, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF ASBESTOS DESIGNEE</u>	(10L) Appoint Jeffrey Sisson to the position of Asbestos Designee, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF CIVIL RIGHTS OFFICER</u>	(10m) Appoint James McCartney and Cathy Snow as the CVES Civil Rights Officers, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF SECTION 504 OFFICER</u>	(10n) Appoint Bonnie Berry as the CVES Section 504 Officer, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF MEDICAID COMPLIANCE OFFICER</u>	(10o) Appoint Bonnie Berry as the CVES Medicaid Compliance Officer, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.
<u>DESIGNATING PERSONNEL TO KEEP ATTENDANCE REGISTER</u>	(10p) Designate Jeffrey Sisson to supervise the keeping of the register of attendance in accordance with Attendance Policy #4890, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.
<u>DESIGNATING OFFICIAL BANK DEPOSITORIES</u>	(10q) 1. 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. 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.

AUTHORIZATION  
OF SIGNATURES  
ON CHECKS

(10r) Authorize the Assistant Superintendent of Management Services, District Treasurer and the Deputy Treasurer to sign checks.

AUTHORIZATION  
TO CERTIFY  
PAYROLLS

(10s) Authorize the Assistant Superintendent of Management Services as Certifier of Payroll at no additional compensation, and appoint the Assistant Superintendent for Instruction & 21<sup>st</sup> Century Learning as Certifier of Payroll, as needed, effective July 10, 2019 through the July 2020 Reorganization Meeting, with no additional compensation.

AUTHORIZATION  
TO APPROVE  
ATTENDANCE AT  
CONFERENCES,  
CONVENTIONS,  
AND WORKSHOPS

(10t) Authorize the District Superintendent to approve attendance at conferences, conventions and workshops, including associated expenses based on CVES policy #6830.

AUTHORIZATION  
TO APPLY FOR  
GRANTS AND AID

(10u) Authorize the District Superintendent to apply for grants and aid.

EXTRAClassroom  
Activity Fund

(10v) 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 Facticeau for the Plattsburgh Campus, James McCartney for the Satellite Campus, and Grace Stay for the Mineville Campus.

EXTRAClassroom  
Faculty  
Auditor

(10w) 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.

AUTHORIZATION  
OF INDIVIDUALS  
TO COLLECT  
MONEY

(10x) 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 Thwaits - Cosmetology

Lisa Banker – Cosmetology

Erin Meyer – Animal Science/Veterinary Assistant

AUTHORIZATION  
OF INDIVIDUALS  
TO COLLECT  
MONEY  
CONTINUED

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

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

DIGNITY ACT  
COORDINATORS

(10y) Approve the following Dignity Act Coordinators for the 2019-20 school year:

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

OPINIONS &  
CONCERNS FROM

Mrs. Friedman, shared that Meadowbrook Healthcare has just announced their CNA to LPN ladder program. Through this program, current employees may

AUDIENCE

apply to attend the CV-TEC (CVES) LPN Program, with (5) chosen to have full tuition and fees paid for as well as their salaries for continued education. Mrs. Friedman is hopeful this will pave the way for other community business partners to do the same and develop great opportunities in the future. Dr. Davey then informed the Board that the NYS Rural Schools Association (RSA) annual conference was held on July 7-9, 2019 and attended by Board members Richard Harriman, Sr., Linda Gonyo-Horne and himself. Board member Linda Gonyo-Horne, who is also a RSA Board of Directors member, was presented with the 2019 Anne Z. Paulin Distinguished Service award for her leadership, dedication, commitment and hard work to support Rural Education in NYS. Dr. Davey acknowledged the special honor of receiving this annual award and Mrs. Gonyo-Horne's recognition and appreciation by all conference attendees when the award was presented.

CAPITAL PROJECT  
UPDATE

Mr. Eric Bell updated the Board on several Capital Project topics including on-site value engineering tours where several areas of savings were found. In addition, reviewed selected preliminary alternates as budget protectors for cost-saving options to ensure bids are awardable. Next, Mr. Bell paid special attention to the "Closing" of the purchase of the Satellite Campus property which was held on July 3rd. Board President Larry Barcomb attended the closing and signed the purchase agreement with Clinton County's Honorable Harry J. McManus - Chairperson of the Clinton County Legislature. Also in attendance at the closing was Michael Zurlo - Clinton County's Administrator & Clerk of the Legislature; Rodney Brown - Deputy County Administrator & Deputy Clerk of the Legislature; Joseph Lavnado, Esq. - CVES' attorney; Eric Bell, CVES' Assistant Superintendent of Management Services and Dr. Davey. Congratulations CVES on this important step in CVES' Capital Project. Mr. Bell noted that no further lease payments will be made on this property thus saving approximately \$160K annually in our Capital Budget. He also noted that payments from component school districts will allow CVES to avoid taking out short term borrowing and all cost savings at the end of the project will be returned to our component districts. Lastly, Mr. Bell discussed updates to the Ground Penetrating Radar (GPR) results at the South Hanger, and project schedule. Dr. Davey then briefly discussed potential name changes to the two Satellite campus buildings.

PREVIOUS  
MINUTES

Mrs. LaRocque moved, seconded by Mrs. Boise, to approve the minutes of the June 12, 2019 Board Meeting as presented. All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
FINANCIAL

Mrs. LaRocque moved, seconded by Mr. Murdock, to approve the following Consent Agenda Financial items 14a–14m as presented. All Board Members present voted yes—motion carried.

CERTIFICATION  
OF WARRANT

(14a) Approve the Certification of Warrant for June 3, 2019 – June 21, 2019, as presented.

TREASURER'S  
REPORT

(14b) Approve the Treasurer's Report for May 31, 2019, as presented.

PETTY CASH  
FUNDS

(14c) Approve the following petty cash funds and bursar's 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

CHANGE FUNDS

(14d) 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

DONATIONS

(14e) 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.

DONATIONS  
CONTINUED

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.

BUDGET  
INCREASE

(14f) 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.

CROSS  
CONTRACTS

(14g) 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).

CROSS  
CONTRACTS  
CONTINUED

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).

CONTRACTOR/  
CONSULTANT  
AGREEMENT

(14h) Approve the following Contractor/Consultant Agreement:

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)

LEASE  
AGREEMENT

(14i) 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)

LAND PURCHASE  
AGREEMENT

(14j) 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)



**PARTICIPATION  
IN COOPERATIVE  
PURCHASING  
ALLIANCES**

(14k) 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), Sourcwell, and PEPPM Technology Cooperative Purchasing Program for the 2019/2020 school year.

**PARTICIPATION  
IN COOPERATIVE  
PURCHASING  
PROGRAM**

(14L) Approve the following resolution:

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.

**MOTOROLA BID**

(14m) 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 (Removal of Old Equipment & 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.

OLD BUSINESS  
COMMITTEE  
REPORTS

Mrs. LaRocque moved, seconded by Mr. Harriman, Sr., to appoint the following Board Members to serve on the CVES Budget Committee (for development of the 2020-21 CVES budget) for the 2019-20 school year: Mrs. Boise, Mrs. Saunders, Mrs. Gero and Mr. Thurber. All Board Members present voted yes—motion carried.

Mr. Murdock moved, seconded by Mr. Harriman, Sr., to appoint the following Board Members to serve on the CVES Audit Committee (pertaining to the 2018-19 audit) for the 2019-20 school year: Mrs. Gonyo-Horne, Mr. Harriman, Sr., Mrs. LaRocque, Mr. McCabe and Mr. Spilling. All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
PERSONNEL

Mrs. LaRocque moved, seconded by Mrs. Boise, to approve the following Consent Agenda Personnel items 16a–16i as presented. All Board Members present voted yes—motion carried.

RESIGNATIONS  
MAZZELLA,  
LECUYER,  
KINGSLEY,  
BERNHARD

(16a) 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

RESCIND

(16b) 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.

CIVIL SERVICE  
PROBATIONARY  
APPOINTMENT  
LECUYER

(16c) Appoint the following person(s) to a 52-week Civil Service Probationary Appointment as follows:

1. Angie Lecuyer, Typist, Effective July 11, 2019, Annualized Salary of \$23,861.00, Prorated Salary of \$23,310.36, (Salary will increase once contractual agreement for 2019-20 is approved).

TEMPORARY  
APPOINTMENT  
SNOW

(16d) Appoint the following person to a Temporary Appointment as follows:

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

ADDITIONAL  
WORK

(16e) Approve the following additional work for the 2018-19 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

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

2019 SPECIAL  
EDUCATION  
SUMMER SCHOOL  
STAFFING  
ADDITIONS

(16f) 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

2019 SUMMER  
WORK

(16g) 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

SUBSTITUTES

(16h) 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

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

TEMPORARY ON-  
CALL RATES FOR  
THE 2019-20  
SCHOOL YEAR

(16i) Establish the following temporary on-call rates for the 2019-20 school year effective July 1, 2019:

<u>Title (Temporary On-Call)</u>	<u>2018-2019</u>	<u>Type</u>	<u>2019-2020</u>	<u>Type</u>
Teacher	\$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

REPRESENTATIVES  
FOR CLINTON &  
ESSEX COUNTY  
SCHOOL BOARDS

Mrs. LaRocque moved, seconded by Mrs. Boise, that the Board appoint Linda Gonyo-Horne to serve as the representative for the Clinton County School Boards Association for 2019-20, and Michael St. Pierre to serve as the representative for the Essex County School Boards Association for 2019-20. All Board Members present voted yes—motion carried.

VOTING  
DELEGATE/  
ALTERNATE FOR  
NYSSBA  
CONVENTION

Mrs. LaRocque moved, seconded by Mrs. Boise, that the Board appoint Ed Marin as the voting delegate and Richard Harriman, Sr. as the voting alternate for the NYSSBA convention to be held on October 24-26, 2019. All Board Members present voted yes—motion carried.

NYSSBA  
LEGISLATIVE  
LIAISON

Mr. Murdock moved, seconded by Mrs. Boise, that the Board appoint Linda Gonyo-Horne as the NYSSBA Legislative Liaison for the 2019-20 school year. All Board Members present voted yes—motion carried.

CV-TEC  
ADVISORY  
COUNCIL  
MEMBERS

Mrs. LaRocque moved, seconded by Mr. Murdock, 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 CSD
  12. Daniel Mayberry, Superintendent of Schools, Keene CSD
  13. Paul Savage, Superintendent of Schools, AuSable Valley CSD
  14. David F. Champagne III, President & CEO of The Development Corporation
  15. Linda Gonyo-Horne, CVES Board Member
- All Board Members present voted yes—motion carried.

RESOLUTION TO  
APPROVE  
STAFFING  
UPDATES/  
CHANGES FOR  
SAFETY PLANS

Mrs. LaRocque moved, seconded by Mrs. Boise, 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. All Board Members present voted yes—motion carried.

RESOLUTION  
RECOGNIZING  
INTERIM  
DISTRICT  
SUPERINTENDENT  
OF FEH BOCES

Mrs. LaRocque moved, seconded by Mr. Harriman, Sr., 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. All Board Members present voted yes—motion carried.

ADOPT REVISED  
POLICY

Mrs. LaRocque moved, seconded by Mrs. Boise, that the Board adopt the following Revised Policy:

#5300 – Code of Conduct. All Board Members present voted yes—motion carried.

REVISED POLICY–  
1<sup>ST</sup> READING

The following revised policy was presented for a first reading:

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

REVISED POLICY –  
WAIVE 1<sup>ST</sup> READING  
AND ADOPT

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

POLICIES TO BE  
REVIEWED  
ANNUALLY

The following policies were included in the Board packet for annual review:

1. #6700 Policy and Procedures Governing Procurements of Goods and Service Enacted in Accordance with General Municipal Law § 104-b
2. #6700-E.1 Purchasing Exhibit

POLICY  
REQUIRING  
BOARD  
MEMBER'S  
SIGNATURE

The following policy was presented which requires Board Member's signature:

1. #2160 BOCES Board Officer and Board Member Responsibilities  
Board Members are asked to sign the last page and return it to the Board Clerk.

REQUEST FOR  
APPROVAL TO  
ATTEND  
CONFERENCE/  
WORKSHOP

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

Donna LaRocque, Leisa Boise  
NYSSBA Annual Convention & Education Expo  
October 24-26, 2019 Rochester, NY (overnight accommodations needed)

Linda Gonyo-Horne  
Rural Schools Association Fall Retreat  
October 26-27, 2019 Fairport, NY (overnight accommodations needed)  
All Board Members present voted yes—motion carried.

RESCIND

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, that the Board rescind the motion that was approved at the June 12, 2019 Board meeting whereby the Board appointed Charles Roberts as a Summer Laborer for 2019 Summer Work, effective July 1, 2019. All Board Members present voted yes—motion carried.

LETTERS OF  
RESIGNATION  
ASHLINE, BICKEL

Mrs. Larocque moved, seconded by Mr. Murdock, that the Board approve the following letters of resignations:

1. Julie Ashline, Special Education Teacher, Effective September 1, 2019
2. Oliver Bickel, School Psychologist, Effective August 6, 2019

All Board Members present voted yes—motion carried.

TEMPORARY  
GRANT  
APPOINTMENTS

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board approve the following Temporary Grant appointments from July 8, 2019 – December 30, 2019:

1. Tia Lefebvre, Work Study Student, Not-to-Exceed 160 hours, at \$11.10/hour
2. Matthew Blower, Work Study Student, Not-to-Exceed 160 hours, at \$11.10/hour
3. Jessica Hamilton, Work Study Student, Not-to-Exceed 160 hours, at \$11.10/hour

Approve the following Temporary Grant appointments from July 15, 2019 – December 30, 2019:

1. Andrew Barcomb, Work Study Student, Not-to-Exceed 160 hours, at \$11.10/hour

All Board Members present voted yes—motion carried.

SALARY &  
BENEFIT POLICY  
FOR MANAGERIAL  
EMPLOYEES

Mrs. Larocque moved, seconded by Mrs. Gonyo-Horne, that upon the recommendation of the District Superintendent, BE IT RESOLVED, that the Board Ratify the Salary and Benefit Policy for the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services Managerial Employees, dated July 1, 2019 through June 30, 2023, terms and conditions of employment provided therein. All Board Members present voted yes—motion carried.

AMENDMENT TO  
EMPLOYMENT  
AGREEMENT  
BELL

Mrs. Larocque moved, seconded by Mr. Harriman, Sr., that upon the recommendation of the District Superintendent, BE IT RESOLVED, that the Board approve the Amendment to the Employment Agreement by and between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Eric Bell, effective July 1, 2019 through June 30, 2023. All Board Members present voted yes—motion carried.

STRATEGIC PLAN  
UPDATE

Dr. Davey acknowledged and thanked CVES, the Board, the District Planning Team (DPT) and each Division for their support of the Strategic Plan throughout the 2018-19 school year. New focuses for the 2019-20 school year under consideration include potential CVES logo updates and rebranding, as well as other ways to improve and expand communications for the BOCES. Dr. Davey reminded the Board that the 2019 Board Retreat with Sean Brady, our Strategic

Plan facilitator, is scheduled for Tuesday, October 1, 2019, with more information to follow.

DISTRICT SUPT.  
UPDATE

Dr. Davey began his Superintendent's update by thanking and acknowledging both the Plattsburgh and Mineville campuses for a great start to the Summer Special Education program and also highlighted the new food service program at the Plattsburgh main campus. He then thanked CVES' Operations and Maintenance staff for their progress and accomplishments with water main repairs, paving, improved landscaping and summer work underway. Next, Dr. Davey gave a brief Workers' Compensation & Health Insurance Consortium Update noting that Mr. Jon Parks, the retired Saranac CSD superintendent, has agreed to serve as the consortium's Health Plan Administrator for 2019-20. Mr. Parks will present during Opening Day to CVES staff and share plan changes/updates and encourage good consumerism in health care choices. Lastly, Dr. Davey reviewed the following upcoming events:

- NYSSBA Area Six Dinner – Malone Golf Club, July 30<sup>th</sup>, 6:00 p.m.
- NYSSBA Conference (Rochester) October 24-26, 2019
- Rural Schools BOD Meeting October 26-27, 2019
- CEWW School Boards meetings 2019-20
  - Thursday, November 14, 2019
  - Thursday, January 9, 2020
- Opening Day of New School Year – Tuesday, September 3, 2019, Westside Ballroom

Linda Gonyo-Horne mentioned the importance of the upcoming US Census to NYS. She emphasized that it is vital that everyone be accounted for as there is a large number of rural homeowners that have left New York State, which was a major topic at the recent RSA conference.

NEXT BOARD  
MEETING

The next Board meeting will be held on Wednesday, August 21, 2019, at the Instructional Services Center in Plattsburgh. An anticipated Executive Session will begin at 6:30 p.m., with the monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mrs. Boise., to adjourn the meeting at 9:17 p.m. All Board Members present voted yes—motion carried.

**DRAFT**  
\_\_\_\_\_  
Meaghan R. Coleau, Board Clerk



## ENC. 2

### MEMO

To: Meaghan Rabideau, BOCES Board Clerk  
Clinton-Essex-Warren-Washington BOCES  
From: Angela Jennette, Claims Auditor  
Date: August 9, 2019  
Re: Report for Board Agenda for August 21, 2019 Meeting

The following warrant claims were reviewed from June 24, 2019 to August 9, 2019:

<b>Warrant No. &amp; Date</b>	<b>Check Information</b>	<b>Gross Total Amount</b>
W #51- 06/28/2019	*Check Nos: **226295-226304**	\$ 133,757.72
W #52- 06/28/2019	*Check Nos: 226245-226246** 226318-226390**	\$ 398,798.64
W #1 - 07/03/2019	*Check Nos: 226392-226421	\$ 1,272,791.31
W #2 - 07/11/2019	*Check Nos: 226422-226482**	\$ 972,899.25
W #3 - 07/18/2019	*Check Nos: 226524-226527** 226560-226637	\$ 376,106.36
W #4 - 07/24/2019	*Check Nos: 226638-226705**	\$ 594,507.01
W #5 - 07/31/2019	*Check Nos: 226752-226756**	\$ 2,647.94
W #6 - 08/01/2019	*Check Nos: 226759-226830**	\$ 858,935.44
W #7 - 08/08/2019	*Check Nos: 226832-226869	\$ 907,296.31

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

**IRS-EFTPS:**

PR #27- Wire #941-062519- Warrant #52;  
PR #28- Wire #941-062619- Warrant #51;  
PR #29- Wire #941-062819- Warrant #1;  
PR #1- Wire #941-071519- Warrant #3;  
PR #2- Wire #941-071919- Warrant #4;  
PR #3- Wire #941-073119- Warrant #6;

**Health Ins. Monthly:**

Wire #HINS072019- Warrant #2;  
Wire #HINS082019-Warrant #7;

**NYS Promptax:**

PR #27- Wire #NYS-062519- Warrant #52;  
PR #28- Wire #NYS-062619- Warrant #1;  
PR #29- Wire #NYS-062819- Warrant #1;  
PR #1- Wire #NYS-071519- Warrant #3;  
PR #2- Wire #NYS-071919- Warrant #4;  
PR #3- Wire #NYS-073119- Warrant #7;

CC: Eric Bell  
Christine Myers

**Omni Financial Group:** PR #28- Wire #OMN-062619- Warrant #51;  
PR #29- Wire #OMN-062819- Warrant #52;  
PR #1- Wire #OMN-071519- Warrant #3;  
PR #3- Wire #OMN-073119- Warrant #5;

**NYS Office of Comptroller ERS Retirement & Loans:**

PR#26, 27, 28 & 29-Wire #ERS-JUNE19- Warrant#2;  
PR#1, 2 & 3-Wire #ERS-JULY19- Warrant #7;

**Workers Comp. Premium 19-20:** Wire #WC-201920- Warrant #7;

**CEWW Workers Compensation Consortium:** Ck. #1051 \$31,257.50  
Ck. #1052 \$77,485.00

**Transfer TD Bank to NYCLASS:** Wire #NYT06001058- Cap. Project - \$ 1,753,317.00  
Wire #NYT06001061- Health Ins. - \$ 1,500,000.00  
Wire #NYT06001060- Health Ins. - \$ 266,000.00  
Wire #NYT06001062- W/Comp. - \$ 850,000.00

**Health Insurance Consortium Payments:**

6/27/19	\$ 1,561,487.60
7/3/19	\$ 1,459,893.26
7/11/19	\$ 1,485,686.66
7/18/19	\$ 1,808,614.26
7/25/19	\$ 1,634,139.28
8/1/19	\$ 1,670,902.09
8/8/19	\$ 2,173,444.84

**\*\*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>
06/26/19	Pending W#51		No findings.		Approved for final warrant.
06/28/19	Final W#51				\$133,757.72
06/26/19	Pending W#52	7010	Faculty made purchases prior to Purchase Order being issued.	Purchase Order was submitted by division timely and processed in time for event. However faculty purchased supplies before they went to competition which was unknown to Business Office. Will roll Purchase Order for next year to ensure it does not happen again.	Approved for final warrant.
06/26/19	Pending W#52	12611	Dates for renewal missing from face of Purchase Order.	Added dates to Purchase Order and have also requested that division includes when processing in future.	Approved for final warrant.
06/27/19	Final W#52				\$398,798.64
07/02/19	Pending W#1	3437	Invoice over 3 months old; Purchase done without Purchase Order in place.	Purchase Order was in place initially for the year but was fully spent. Additional purchases were made that exceeded Purchase Order. Coordinator was informed and instructed to submit Purchase Order for additional spending anticipated but was not completed timely.	Approved for final warrant.
07/03/19	Final W#1				\$1,272,791.31
07/03/19	Pending W#2	9044	Travel claim over 60 days.	1st time occurrence for employee, reminder memo attached and sent to employee	Approved for final warrant.
07/11/19	Final W#2				\$972,899.25
07/17/19	Pending W#3	14984	Late invoice- 11/27/19	Original invoice submitted by vendor was not in accordance to bid information. Purchasing Agent followed-up repeatedly to obtain corrected information. Vendor again provided inaccurate information which further delayed payment. Once an accurate invoice was provided by the vendor, the invoice was paid timely.	Approved for final warrant.
07/17/19	Pending W#3	13045	Invoices over 60 days. 4/4/19 5/16/19	Invoice not remitted to Accounts Payable timely. Note sent to employee to remind of appropriate procedures.	
07/18/19	Final W#3				\$376,106.36
07/23/19	Pending W#4	13306	Purchase Order not requested prior to purchase. Missing G/L status; prior to 6/30.	Purchase Order not requested in error by division, due to oversight, director notified of non-compliance. Corrected to payable code.	Approved for final warrant.
07/23/19	Pending W#4	12106	Payment for items not on original Purchase Order. Missing G/L status; prior to 6/30.	Additional test had to be purchased that was not anticipated by division and oversight in not following-up for Purchase Order modification. Corrected to payable code.	Approved for final warrant.
07/23/19	Pending W#4	14651	Invoice 8 months old. No statement attached.	Invoices not submitted by employee upon receipt. Will be addressing this issue organization-wide for more efficient processing of payments to vendors. Will obtain statement to verify all invoices owed. Accounts Payable contacted vendor to remit invoices directly to accounts payable to avoid late payment in the future.	Removed from final warrant.
07/24/19	Final W#4				\$594,507.01
07/29/19	Pending W#5		No findings.		Approved for final warrant.
07/30/19	Final W#5				\$2,647.94
07/31/19	Pending W#6	13460	Excessive candy buying 2 days in a row.	Director signed off as rewards for positive behavior. Large quantity due to start-up of summer school.	Approved for final warrant.
07/31/19	Pending W#6	3228	Invoice 5/2/19, Director signed not teacher as teacher was gone for summer.	Invoice not remitted to Accounts Payable timely by faculty member. Vendor did not call on outstanding amount due, discovered during year-end closeout. Faculty already gone for break, had to obtain alternate "Ok to Pay".	Approved for final warrant.

<u>Date</u>	<u>Warrant</u>	<u>Vendor #</u>	<u>Claim Audit Finding:</u>	<u>Summary Business Office Response :</u>	<u>Resolution/Options:</u>
08/01/19	Final W#6				\$858,935.44
08/07/19	Pending W#7	15395	Employee lives in Moriah, Base site is Plattsburgh. Claiming mileage from Mineville Campus to Plattsburgh.	Will obtain more information from employee.	Removed from final warrant.
08/07/19	Pending W#7	918	We paid tax on hotel stay.	Hotel was booked in error through on-line booking company as non-refundable reservation. Tax exemption cannot be obtained with on-line booking companies, so required to pay amount in full.	Approved for final warrant.
08/07/19	Pending W#7	6046	Employee never sent verification of attendance to conference from 4/7/19 to Accounts Payable.	Will be addressing this issue organization-wide for more efficient processing of payments to vendors.	Approved for final warrant.
08/07/19	Pending W#7	6164	Employee attended training without conference approval.	Will obtain more information from employee.	Removed from final warrant.
08/08/19	Final W#7				\$907,296.31

## **ENC. 6**

Recommend that the Board approve the following Land Purchase Agreement:

1. Agreement for the Purchase and Sale of Real Estate between Clinton-Essex-Warren-Washington BOCES and HAUN Second Properties, Inc. for the purpose of purchasing real property known as a portion of Military Turnpike (Deed reference: Clinton County Clerk's Office, Instrument #2012-247436), located in the Town of Plattsburgh, Clinton County, New York, being a part of Tax Map Parcel Identification Number 220.-1-16.1. The purchase price for the Property is \$1,000. The transfer of title shall be completed on or about September 1, 2019. (Management Services) (attached)

## **ENC. 7**

Recommend that the Board approve the following Lease Agreement:

1. Lease Agreement between Clinton-Essex-Warren-Washington BOCES and Boquet Valley Central School District for the purpose of allowing BOCES to lease one classroom from Boquet Valley CSD at their Mountain View Campus in Elizabethtown, NY, for use by the CV-TEC New Visions Medical Careers Program. The agreement will commence September 1, 2019 and will continue for a period of 5 years through June 30, 2024. The annual rent paid to Bouquet Valley School District by BOCES for the contract term of September 1, 2019 to June 30, 2020 shall be \$4,000; for the contract term of July 1, 2020 to June 30, 2021 the rent shall be \$4,200; for the contract term of July 1, 2021 to June 30, 2022 the rent shall be \$4,400; for the contract term of July 1, 2022 to June 30, 2023 the rent shall be \$4,600; and for the final contract term of July 1, 2023 to June 30, 2024 the rent shall be \$4,800. (Management Services) (attached)

## **ENC. 8**

Recommend that the Board approve the following Master Services Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Frontline Technologies Group LLC dba Frontline Education to set forth a complete statement of the terms, conditions, and use of Frontline's software products and services, including BOCES subscriptions and Participating Districts subscriptions to Frontline's Absence Management Software, Frontline's IEP Direct Software, and Frontline's Employee Evaluation Management Software. Subscription dates for products currently in use run from July 1, 2019 through June 30, 2020 and will renew automatically for a like term unless notice of termination is provided to Frontline. The current 2019-20 expenditure for all software subscription licenses from Frontline, including implementation services, is \$49,294. (Management Services) (attached)

## **ENC. 9**

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Adirondack Community Action Programs, Inc. (ACAP) under which BOCES will provide breakfast and lunch meals to ACAP preschool students and staff at the Yandon-Dillon Center in Mineville during the 2019-20 school year. ACAP agrees to pay BOCES the following meal prices: \$2.31 for each student breakfast; \$3.75 for each student lunch; \$2.50 for each adult breakfast; \$4.20 for each adult lunch. ACAP will also pay BOCES \$30,000 as their share of the cost for a food service helper position at the Yandon-Dillon cafeteria for the 2019-20 service period. (Management Services) (attached)

## ENC. 6

### **CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE** THIS IS A LEGALLY BINDING CONTRACT WHICH REQUIRES ATTORNEY APPROVAL

**1. PARTIES:**

Seller: **HAUN SECOND PROPERTIES, INC.**  
Address: 5921 Court Road, Syracuse, New York 13206

Purchaser: **CHAMPLAIN VALLEY EDUCATIONAL SERVICES  
(CEWW BOCES)**

Address: 1585 Military Turnpike, Plattsburgh, New York 12901

**2. PROPERTY:** The subject of this contract is premises known as a portion of Military Turnpike (Deed reference: Clinton County Clerk's Office, Instrument #1999-00112660), located in the Town of Plattsburgh, Clinton County, New York, being a part of Tax Map Parcel Identification Number 220.-1-16.1.

**A copy of the deed(s) and a copy of the tax map maintained by Clinton County are attached hereto and made a part hereof.**

**3. AGREEMENT:** The seller agrees to sell and the purchaser agrees to purchase the premises under all the terms and conditions stated herein.

**4. PURCHASE PRICE:** The purchase price is **\$1,000.00**.

**5. DEED:** The seller shall convey marketable title (marketable title has been defined as one that is free from reasonable doubt as to any fact or point of law upon which its validity depends) to the premises to the purchaser by Bargain and Sale Deed with Covenant Against Grantor's Acts, in proper form for recording. If the Seller conveys in any trust capacity (e.g. Executor, Administrator, Trustee, etc.), the usual deed given in such cases shall be accepted. The deed shall be prepared, duly executed and acknowledged by the seller, so as to convey to the purchaser the fee simple of said premises free and clear of all liens and encumbrances except as herein stated.

**6. ABSTRACT OF TITLE OR TITLE INSURANCE:** Purchaser shall purchase title insurance at its expense and shall pay the portion of the title insurance expense which relates to abstracting, including the cost of providing copies of any instruments which affect title to the subject premises. Purchaser shall notify Seller of any objections the Purchaser has to the condition of title and provide a copy of the title insurance commitment to Seller, no later than five (5) days after Purchaser's receipt of same. Seller shall have a reasonable period of time to attempt to cure any objections or, if Seller determines, in its sole discretion, that curing such objections is not feasible or reasonable, Seller may terminate this contract and shall have no further obligations to Purchaser.

**7. EXISTING CONDITIONS:** The seller shall convey the premises 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.

**8. CONDITION OF PREMISES:** The improvements, if any, on the premises herein are sold "as is," as of the date of this agreement, without warranty as to condition, express or implied; however, in the event of any damage, destruction or taking within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York, said section shall apply to this contract. Prior to transfer of title, seller shall remove all items of personal property from the premises and any building located thereon, except those items of personal property specifically listed in this Agreement as being included in the sale of the premises.

**9. TAX AND OTHER ADJUSTMENTS:** The following, if any, shall be apportioned so that the Purchaser and Seller are assuming the expenses of the property and income from the property as of the date of transfer of title:

- a. taxes, sewer, water rents, and condominium or homeowner association fees; and/or
- b. municipal assessment yearly installments.

**10. TRANSFER OF TITLE:** Transfer of title is to be completed on or about September 1, 2019, at the office of the attorney for the Buyer or Seller, provided such offices are located in a community located in Clinton County, New York or such other location as may be mutually agreed by the parties.

**11. ATTORNEY APPROVAL CLAUSE:** This agreement is contingent upon Purchaser and Seller, respectively, obtaining written attorney approval or disapproval of this agreement within five (5) business days from delivery of this signed agreement to each respective attorney by the realtor. For purposes of calculating the five (5) days hereunder, the day of delivery shall not be included. This provision cannot be waived, and the failure to obtain timely approval or disapproval from the attorneys for both Seller and Purchaser shall make this contract invalid, null, and void. Attorney disapproval may be given with or without reason. Approval or disapproval shall be sent to the other party or their attorney or Listing broker by either certified mail, registered mail, fax, or personal delivery. This 5 day attorney review provision also applies to any modifications or amendments to this Agreement which are not prepared or approved in writing by the party's attorney.

**12. ENTIRE AGREEMENT:** This contract contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This contract shall apply to and bind the heirs, legal representatives, and assigns of the respective parties. This contract may not be changed orally. Where more than one seller or purchaser is a party to this contract, all single references shall also be considered plural.

**13. OTHER:**

- a. Purchaser shall be responsible, at its sole cost and expense, for obtaining subdivision approval for the subdivision of the property from the larger tax parcel of which it is a part.
- b. In addition to the expenses set forth in Paragraph 6, Purchaser shall also be responsible for all costs of obtaining subdivision approval, tax searches, recording

the deed, transfer tax, the filing of the RP-5217 and TP-584 forms and recording any title curatives required to convey marketable title. Purchaser shall also pay Seller's attorney fees associated with this transaction.

HAUN SECOND PROPERTIES, INC.

CHAMPLAIN VALLEY EDUCATIONAL  
SERVICES

By: \_\_\_\_\_  
Seller Date

By: \_\_\_\_\_  
Purchaser Date



Record and Return To:  
 Hahn Second Properties  
 6000 Court Street Road  
 Syracuse NY 13206

CLINTON COUNTY CLERK'S OFFICE  
 County Clerk's Recording Page

TIME STAMP  
 RECORDED

JUN 30 3 15 PM '99  
 CLINTON COUNTY  
 CLERK'S OFFICE  
 JOHN H. ZURLO

COMPLETE THIS SIDE

PARTY(IES) OF THE FIRST PART

ROBERT L. MOFFAT

PARTY(IES) OF THE SECOND PART

HAHN SECOND PROPERTIES

PROPERTY LOCATION (NOT MAILING ADDRESS)

~~ONE~~TOWN PLATTSBURGH

TAX MAP # 220-1-16-1

STATE OF NEW YORK  
 COUNTY OF CLINTON

WARNING - THIS SHEET CONSTITUTES THE  
 CLERK'S ENDORSEMENT, REQUIRED BY  
 SECTION 319 OF THE REAL PROPERTY LAW  
 OF THE STATE OF NEW YORK.  
 DO NOT DETACH FROM THIS  
 INSTRUMENT.

*John H. Zurlo*  
 JOHN H. ZURLO, CLINTON COUNTY CLERK

FOR CLERK'S USE ONLY

DAY SHEET #

# OF PAGES 4

INDEX Deeds

INSTRUMENT Deed

INSTRUMENT# **112660**

TRANSFER TAX

R.E.T.T.# **02633**

CONSIDERATION **84,000.00**

R.E.T.T. AMOUNT **336.60**

MORTGAGE TAX

MORTGAGE SERIAL#

MORTGAGE AMOUNT

BASIC MTG. TAX

SPECIAL ADDITIONAL

ADDITIONAL

TOTAL TAX

I HEREBY CERTIFY THAT I HAVE  
 RECEIVED THE ABOVE IMPOSED TAX PAID  
 AT THE TIME OF RECORDING.

*John H. Zurlo*  
 JOHN H. ZURLO, CLINTON COUNTY CLERK

File Number: 1999-00112660 Seq: 1

# This Indenture made

1999

Between ROBERT H. MOFFAT, presently residing at 925 Clintonville Road,  
Peru, New York 12972

party of the first part, and

HADN SECOND PROPERTIES, presently located at 6000 Court Street Road,  
Syracuse, New York

party of the second part,

Witnesseth that the party of the first part, in consideration of

----- ONE ----- Dollars (\$1.00 ----- )  
lawful money of the United States,  
paid by the party of the second part, does hereby grant and release unto the party of the second part,  
the heirs or successors and assigns of the party of the second part forever, all

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

# SCHEDULE "A"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being northerly of Rugar Street and easterly of the Turnpike Extension in the Town of Plattsburgh, County of Clinton and State of New York, and being more fully described as follows: Beginning at a point in the easterly bounds of the Turnpike Extension at the northwesterly corner of lands owned by Peter LaRock, Jr., which said lands are more fully described in a deed recorded in the Clinton County Clerk's Office in Vol. 611 of Deeds at Page 310; COMMENCING at said point and proceeding generally easterly along LaRock's north line a distance of one hundred twenty-five (125.00') feet to a point; thence turning and proceeding generally southerly along LaRock's east line a distance of one hundred (100.00') feet to a point in lands owned by Louis Gadway; thence turning and proceeding easterly along Gadway's north line a distance of two hundred seventy (270.00') feet to a point in lands owned by Gladys Burl; thence turning and proceeding northerly along Burl's west line a distance of three hundred sixty (360.00') feet to a point; thence turning and proceeding easterly along lands of Burl, LaPierre and Senecal a distance of four hundred (400.00') feet to a point; thence turning and proceeding northerly a distance of one hundred forty (140.00') feet to lands of Steve DeLaura and Ronnie Marx; thence turning and proceeding westerly along DeLaura's and Marx's south line a distance of eight hundred thirty (830.00') feet, more or less, to a point in the easterly bounds of the Turnpike Extension; thence turning and proceeding southerly along the east bounds of the Turnpike Extension a distance of four hundred and five (405.00') feet to the point or place of beginning.

The above-described premises are subject to any and all easements this day of record affecting said premises.

## PARCEL II

The grantors do herein Quit Claim to the grantee herein all of their right, titles and interest in the following described premises: COMMENCING at a point in the northerly bounds of Rugar Street at a point which is intersected by the westerly bounds of what is known as the Turnpike Extension; commencing at said point and proceeding generally northerly along the west bounds of the Turnpike Extension a distance of approximately eight hundred and ninety-eight (898.00') feet more or less to a point; thence turning and proceeding southerly an unknown distance to a concrete marker at the edge of the north bounds of Rugar Street; thence turning and proceeding easterly along the north bounds of Rugar Street a distance of fifty (50.00') feet, more or less, to the point or place of beginning.

It is intended to Quit Claim the small triangular parcel of land lying northerly of Rugar Street and westerly of the Turnpike Extension. The above conveyance is subject to any and all easements this day of record affecting said premises.

The above two described parcels of land are intended to include all of the properties formerly owned by Florence Howard, Sidney Vorce, Hilda M. Vorce, Elizabeth Barney, Muriel Guynup and Sonja M. Dayton (as of January 1984), which they obtained under the Last Will and Testament of the late Mabel G. Vorce, their mother.

Being the same premises conveyed by Florence Howard, Sidney Vorce, Hilda M. Vorce, Elizabeth Barney, Muriel Guynup and Sonja M. Dayton to Robert H. Moffat by Deed dated January 6, 1984, and recorded in the Clinton County Clerk's Office on January 10, 1984, in Liber 635 of Deeds at Page 1201.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

Second, That the party of the first part will forever warrant the title to said premises.

Third, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

In Presence of

Robert H. Moffat  
ROBERT H. MOFFAT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L.S.  
L.S.  
L.S.  
L.S.

STATE OF NEW YORK, COUNTY OF CLINTON ss.:  
On MAY 11 19 99, before me personally came  
ROBERT H. MOFFAT

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

MSJ/L  
Notary Public

STATE OF NEW YORK, COUNTY OF ss.:  
On \_\_\_\_\_ 19 \_\_\_\_\_, before me personally came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

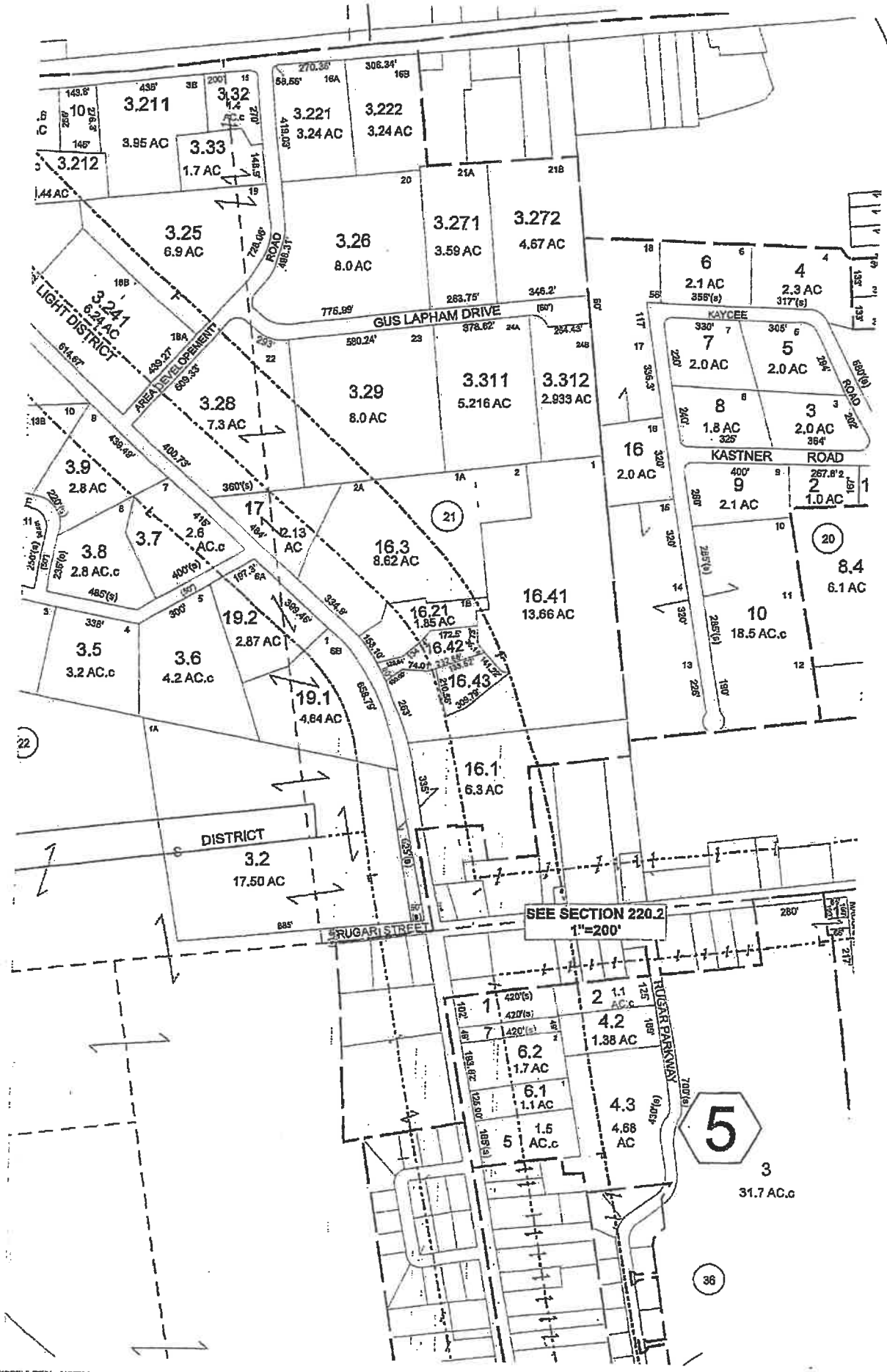
ANDREW J. SMILE  
Notary Public, State of New York  
No. 0287493925  
Qualified in Clinton County  
Commission Expires July 11, 2002

STATE OF NEW YORK, COUNTY OF ss.:  
On \_\_\_\_\_ 19 \_\_\_\_\_, before me personally came  
to me known, who, being by me duly sworn, did depose and say that deponent resides at No. \_\_\_\_\_ of \_\_\_\_\_

the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:  
On \_\_\_\_\_ 19 \_\_\_\_\_, before me personally came  
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_ of \_\_\_\_\_

that he knows \_\_\_\_\_ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.



# ENC. 7

## LEASE AGREEMENT

LEASE AGREEMENT (hereinafter the "Lease") made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between BOQUET VALLEY CENTRAL SCHOOL DISTRICT, an organization existing under and by virtue of the Laws of the State of New York, with an office and place of business at 25 Sisco Street Westport, New York 12993 (hereinafter "District") and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SOLE SUPERVISORY DISTRICT OF CLINTON, ESSEX, WARREN AND WASHINGTON COUNTIES, an organization existing under and by virtue of the Laws of the State of New York with an office and place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") (the District and BOCES are collectively referred to herein as the "Parties").

### RECITALS

1. BOCES is organized under the laws of the State of New York and is responsible for the operation of programs for students, including students of the District, as well as students of other school districts who will participate in the New Visions: Medical Careers Program.
2. In order to achieve the above-described goals, it is necessary that classrooms and support space areas in the District be available for the needs of the CV-TEC New Visions students.
3. It is the intent of the District to provide classroom space for the CV-TEC New Visions Program for the use by BOCES at the Mountain View Campus in Elizabethtown, NY.
4. The District understands and appreciates the needs of BOCES in achieving the above-described goals and agrees to make available one classroom for BOCES' use on a twelve (12) month basis.

WHEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### LEASED PREMISES

- 1.1 The District hereby leases to BOCES one (1) classroom for the CV-TEC New Visions Program.

- 1.2 It is understood and agreed that the District shall have the right not more than once annually to designate the classroom space to be leased under this Lease. The District shall notify BOCES by July 1<sup>st</sup> of each year which classroom is designated for BOCES' use. Such room shall, in any event, be appropriate to the reasonable needs of BOCES. There will be no midyear changes in room designation, except for necessary repair, emergencies, and similar circumstances.

## ARTICLE II

### TERM

- 2.1 The term of this Lease shall commence on September 1, 2019 and shall continue for five (5) years (June 30, 2024), depending on adequate enrollment. In the event that BOCES needs to amend or cancel the lease due to enrollment, BOCES will notify the district when enrollments are finalized.
- 2.2 The lease may be renewed at the expiration of the lease term subject to the consent of the Commissioner of Education as required by Section 403-a of the Education Law of the State of New York.
- 2.3 In the event that the District needs to amend or cancel the lease due to District enrollment growth or should the District encounter other circumstances requiring part or all of the leased space for its own students, the District will notify BOCES by December 1<sup>st</sup> of the year immediately preceding July 1 of the year designated for the amendment or cancellation.

## ARTICLE III

### RENTAL

- 3.1 The rent paid by BOCES to the District for the initial contract term September 1, 2019 to June 30, 2020 shall be \$4,000. Commencing with the contract term of July 1, 2020 to June 30, 2021, the rent shall be \$4,200. Commencing with the contract term of July 1, 2021 to June 30, 2022, the rent shall be \$4,400. Commencing with the contract term of July 1, 2022 to June 30, 2023, the rent shall be \$4,600. Commencing with the contract term of July 1, 2023 to June 30, 2024, the rent shall be \$4,800.
- 3.2 The rent due during each school year under this Lease shall be paid annually on January 15.

- 3.3 Should the Parties agree to renew the lease for an additional term, the annual classroom rent amount will be mutually agreed to by the Parties, which amount shall comply with the requirements set forth in Section 403-a of the Education Law.

#### ARTICLE IV

##### SIZE AND USE OF LEASED PREMISES

- 4.1 The classroom space leased to BOCES under this lease shall comply with any applicable regulations of the Commissioner of Education. The classroom space will be used for instructional and other educational purposes.

#### ARTICLE V

##### NUMBER OF CLASSROOMS

- 5.1 The number of classrooms reserved for BOCES shall not be less than one (1). However, BOCES reserves the right to negotiate for more rooms if needed and available, and to pay additional rent to be mutually agreed to by the parties.

#### ARTICLE VI

##### IMPROVEMENTS

- 6.1 The District will be solely responsible for undertaking any improvement in the room(s) subject to this Lease and the cost thereof; such responsibilities to include, but not be limited to, the obtaining of all building permits, the providing of all labor and materials for the performance of the work, and the supervision of all activities attendant thereto.

#### ARTICLE VII

##### DEFAULT

- 7.1 In the event that either of the parties hereto shall fail to perform any duty required to be performed or breach any warranty or representation, including BOCES' covenant to pay rent, made herein, and such failure to perform or breach shall continue substantially unremedied and substantially uncorrected for a period of thirty (30) days after the service or written notice upon such party by the other party hereto specifying such failure or breach, this Lease may be terminated on grounds of default at the option of the party serving such notice at the expiration of such thirty (30) day period; provided, however, that such



termination shall not relieve the party so failing or breaching from liability to the other party for such damages as may be suffered by reason of such failure.

- 7.2 Any other provision of this Lease to the contrary notwithstanding, in the event that there occurs a default by the District, BOCES at its option may elect to cure the default and deduct the cost thereof from its subsequent rental payments.

## ARTICLE VIII

### DESTRUCTION OF DISTRICT BUILDINGS

- 8.1 The District shall maintain, at its cost, fire insurance upon the building(s) containing the room(s) subject to this Lease. In the event of a fire, the District will rebuild the damaged portions of the building(s) within a reasonable period of time.

## ARTICLE IX

### BOCES EMPLOYEES AND AGENTS/INDEMNIFICATIONS

- 9.1 The employees and agents of BOCES who use and occupy the rooms and other District property under this Lease shall not be considered employees of the District. BOCES shall indemnify and hold the District harmless from and against all claims, suits, actions, damages, costs, and expenses, including reasonable attorneys' fees, and from and against all liability, losses, and damages of any nature whatsoever that the District has or may sustain by reason of the negligent action or inaction of BOCES, its agents and employees.
- 9.2 The District shall indemnify BOCES and hold BOCES harmless from and against all claims, suits, actions, damages, costs, and expenses, including reasonable attorneys' fees, and from and against all liability, losses, and damages of any nature whatsoever that BOCES has or may sustain by reason of the intentional or negligent action or inaction of the District, its agents and employees.

## ARTICLE X

### INSURANCE

- 10.1 BOCES shall extend its personal liability and personal property insurance coverage to the District property subject to this Lease and shall provide proof of such insurance to the District annually and any notice of cancellation of such insurance shall be provided to the District within seven (7) days of the date BOCES receives such notice. In the event that BOCES' personal liability and property insurance is canceled and insurance is not obtained within five (5) business days, this Lease shall automatically terminate.

## ARTICLE XI

### ANCILLARY SERVICES

- 11.1 Ancillary services may be provided by the District pursuant to a separate agreement between BOCES and the District for additional consideration.

## ARTICLE XII

### NOTICE

- 12.1 All notices required or permitted to be given hereunder shall be in writing and delivered personally to the addressee or, at the sender's election, sent by certified mail, postage prepaid, return receipt requested, addressed to the other party at such party's address shown at the beginning of this Lease or to such other address as the other party shall have designated in the manner herein provided for the giving of such notice. Such notice shall be deemed to have been given on the date personally delivered, or on the third business day after the same was deposited with the United States Postal Service.

## ARTICLE XIII

### APPROVAL BY COMMISSIONER

- 13.1 The parties acknowledge that BOCES is a Board of Cooperative Educational Services and, as such, is subject to the Laws of the State of New York including, but not limited to, the Education Law of the State of New York and Regulations of the Commissioner of Education.
- 13.2 The parties specifically acknowledge that this Lease shall not be effective unless and until the same has been approved in writing by the Commissioner of Education in accordance with Section 1950 (4) (p) (a) of the Education Law and Section 155.11 of the Regulations of the Commissioner.

## ARTICLE XIV

### ENTIRE AGREEMENT

- 14.1 This Lease constitutes the entire agreement of the parties and may not be changed or modified except by an agreement in writing signed by the parties hereto.

## ARTICLE XV

### CONSTRUCTION OF LEASE

- 15.1 This lease shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in the Supreme Court, Clinton County, New York; the parties agree that they shall not bring an action in any other court for interpretation, enforcement or monetary damages arising out of or under this lease.

## ARTICLE XVI

### MEMORANDUM OF LEASE

- 16.1 The District will, upon request of BOCES, cooperate in the filing of a Memorandum of Lease with respect to this lease in accordance with Section 291-c of the Real Property Law.

## ARTICLE XVII

### OBLIGATION OF BOCES

- 17.1 At the end of the Lease term, BOCES shall return the leased premises to the District in the same condition as existed at the commencement of the Lease, normal wear and tear excepted, and BOCES shall pay the District for any damage caused to the leased premises, or any other District property, by BOCES students, employees, and agents.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their proper corporate officers in accordance with resolutions of their respective Boards as follows:

#### BOQUET VALLEY CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
ESSEX, WARREN AND WASHINGTON COUNTIES CLINTON,

By: \_\_\_\_\_

Larry Barcomb, President, Board of Education

By: \_\_\_\_\_

Dr. Mark C. Davey, District Superintendent

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

Phone: (518) 561-8657

Fax: (518) 561-1443

Email: [office@lavorandolaw.com](mailto:office@lavorandolaw.com)

**MEMORANDUM**

**DATE:** August 5, 2019

**TO:** Erick Bell, Assistant Superintendent of Management Services

**FROM:** Joseph Lavorando, Esq.

**RE:** Proposed Lease Agreement Between the Boquet Valley Central School District and CEWW BOCES to Commence on September 1, 2019. (CV-TEC New Visions Program)

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

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This will confirm my receipt, review and approval of the proposed lease agreement between the Boquet Valley Central School District and CEWW BOCES commencing on September 1, 2019.

Please note that the year listed in the first line of the caption needs to be amended.

✓  
*Done*



**MASTER SERVICES AGREEMENT**

This Master Services Agreement is made effective as of the date of the signature below (the “Effective Date”) by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 (“Frontline”), and the customer identified below (“Customer”). Frontline and Customer are sometimes referred to herein, individually, as a “Party” and, collectively, the “Parties.” For purposes of this Agreement, Customer shall also mean any school district that are a member of Customer’s consortium, sublicensing Software from Customer pursuant to and subject to Frontline’s standard End User License Agreement, and for which the Parties execute an Order Form (as defined below), (each such school district and its users, an “End User”).

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the “Terms and Conditions”), including any exhibits, Order Form(s), Order Form Terms and Conditions and Statements of Work (collectively, the “Agreement”). This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services set forth in the Statement of Work or that particular Order Form.

<b>Frontline Technologies Group LLC dba Frontline Education</b>	_____ (Customer)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Email: _____	Email: _____
Date: _____	Date: _____

**Attached:**    *Terms and Conditions of Agreement*  
                  *Exhibit A: Sample Order Form*  
                  *Exhibit B: Costs Schedule*  
                  *Exhibit C: List Rates*  
                  *Exhibit D: Implementation and Professional Service Fees*  
                  *Exhibit E: Frontline Education Standard Implementation Process*  
                  *Exhibit F: Frontline Education Custom Implementation*  
                  *Exhibit G: Frontline Education Standard Client Support Process*  
                  *Exhibit H: Compliance with New York State Education Law Section 2-d Addendum*



## MASTER SERVICES AGREEMENT

### TERMS AND CONDITIONS

#### 1. Software and Services

1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Exhibits, Order Form Terms and Conditions and/or Statements of Work, if any), Frontline hereby grants Customer a non-exclusive, non-transferable license (except Customer may sublicense the Software to End Users) to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its or End Users and their then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer or End User's behalf (collectively, "Authorized Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.

1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with the respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.

1.3. Order Forms. Customer may place orders on behalf of an End User for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).

1.4. Software Administrator: Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.

1.5. Customer Content. The Software and Services may enable Customer and Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, the "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students,



teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

1.6. **Integration.** Customer may, at Customer's discretion and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.

1.7. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, **IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

1.8. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.

2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s) and subject to the Customer rate card attached hereto as Exhibit B. The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth on the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. Frontline reserves the right to increase the fees detailed in Exhibit B upon the start of a Renewal Term with no less than thirty (30) days advance written notice to the Customer. Any such increase would apply to renewal invoices for all End Users and any new Order Forms in which the subscription start date of the Order Form occurs during the Renewal Term in which the price increase is in effect. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.

### 3. **Warranties and Disclaimers.**

3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not



subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.

3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

#### 4. **Confidential Information; Privacy.**

4.1. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify the other party and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by the Indemnifying Party of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT,





WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges

and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations

7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata refund of fees paid. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 8. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. **General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement, in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



Exhibit A to the  
Master Services Agreement\*



1400 Atwater Drive Malvern, PA 19355

Customer:

Contact:  
Title:  
Phone:  
Email:

Exhibit A-1 Frontline Customer Order Form

CD988941

MSA1630

11/18/2016

P: 610-722-9745 | F: 888-492-0337

Order Form Details:

Pricing Expiration:  
Account Manager:

Initial Term:  
Subscription Start Date:  
Startup Cost Billing Terms:  
Subscription Billing Terms:  
Sale Type:

Pricing Overview:

Startup Cost: One-Time cost due at signing

\$00,000.00

Annual Subscription: Recurring Cost

\$00,000.00

(plus applicable sales tax)

Itemized Description	Unit Price	Qty	Total
[Product Description]	\$00,000.00	X	\$00,000.00

Amount Due at Signing (Startup Cost)

\$00,000.00

(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). BY ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

v20160201

Please Email or Fax ALL PAGES of the signed order form to:  
[COsburn@frontlineed.com](mailto:COsburn@frontlineed.com) or 888.492.0337

Page 1 of 6

Frontline Education  
1400 Atwater Drive, Malvern, PA 19355



**Exhibit B to the  
Master Services Agreement: Cost Schedule**

**Frontline Solutions (unlimited district-wide subscription):**

- **Absence Management**
- **Time & Attendance**
- **Applicant Tracking & Proactive Recruiting**
- **Professional Learning Management**
- **Employee Evaluation Management (EEM)**
- **Employee Evaluation Management (EEM) with Danielson 2011/2013**
- **Calibration & Collaboration**
- **Learning & Collaboration Resources**
- **Frontline Central**
- **IEP Direct**
- **RTI Direct**
- **Medicaid**

**Additional Frontline Solutions (not eligible for additional 2% discounts described below):**

- **Guidance Direct**
- **Focus for Observers (individual license; 5 pack; 10 pack options)**
- **Framework for Teaching (Danielson content)**
- **WebReg (Unlimited subscription with no transaction fees)**

**2019/2020 Renewal Pricing**

BOCES/RIC renewals of Frontline Solutions will convert to unlimited district-wide subscriptions and will be priced based upon a 10% increase to the 2018/19 pricing for the applicable Frontline Solution.

**EEM, EEM with Danielson 2011/2013 & Framework for Teaching** will receive a 6% increase for 2019/2020.

**Guidance Direct** will be converted to an unlimited license and the renewal will be priced based upon a 5% increase to the 2018/19 pricing.

**Focus for Observers** will convert to a single offering covering both Certification & Recertification and for 2019/2020 will convert to an annual license available at a single license price of \$675 for a single license, \$1,500 for the 5 Pack and \$2,750 for the 10 Pack.



### **New Sales**

Pricing for a Frontline Solution (other than Focus for Observers) will be a 10% discount off the calculated list price for the specific district. Such calculation will be based upon the size of the district according to the published NCES FTE count. A list rate calculator or a similar mechanism for list rate transparency shall be provided to Customer upon request and execution of a confidentiality agreement. Additional discounts may apply based upon the number of existing Frontline Solutions installed with a district, regardless of how the Frontline Solution was purchased (ie. Direct through Frontline, through a BOCES, etc). For each additional Frontline Solution purchased, an additional 2% discount shall apply. The additional 2% discount applies to new sales only and does not amend pricing for existing Frontline Solutions.

By way of example, and for purposes of clarity, a district currently purchases Absence Management and Time & Attendance (2 existing Frontline Solutions).

**Scenario 1:** District wishes to purchase Professional Learning Management. District shall receive a 14% discount off the calculated list price for Professional Learning Management (10% base credit discount for the initial Frontline Solution, plus 2% additional base credit for each additional Frontline Solution). Pricing for Absence Management and Time & Attendance does not change.

**Scenario 2:** District wishes to purchase Professional Learning Management and Frontline Central. District shall receive a 14% discount off the calculated list price for Professional Learning Management (10% base credit discount for the initial Frontline Solution, plus 2% additional base credit for each additional Frontline Solution), and a 16% discount off the calculated list price for Frontline Central (10% base credit discount for the initial Frontline Solution, plus 2% additional base credit for each additional Frontline Solution). Pricing for Absence Management and Time & Attendance does not change.

**Focus for Observers** will convert to a single offering covering both Certification & Recertification and for 2019/2020 will convert to an annual license available at a single license price of \$900 for a single license, \$2,250 for the 5 Pack and \$3,600 for the 10 Pack.



## Exhibit C-1: List Rates

**effective 7/1/2019\***

Confidential, Proprietary, or Privileged Information Exempt from Public Disclosure  
effective 7/1/2019\*

NCES Reported Employee Count	A&T Solution		Absence Management		Time and Attendance	R&H Solution		Applicant Tracking + Proactive Recruiting	Screening Assessments	PG Solution		PG Danielson Solution Bundle		PG Solution Bundle + Frontline Central		PG Solution Danielson Bundle + Frontline Central								
	A&T Solution Bundle	A&T Solution Bundle + Frontline Central	Absence Management	R&H Solution Bundle		R&H Solution Bundle + Frontline Central	PG Solution Bundle			PG Solution Bundle	PG Danielson Solution Bundle	PG Solution Bundle + Frontline Central	PG Danielson Solution Bundle	PG Solution Bundle + Frontline Central										
1-100	\$	10,041	\$	13,478	\$	5,802	\$	5,355	\$	8,513	\$	13,621	\$	7,781	\$	3,590	\$	7,827	\$	9,532	\$	12,734	\$	14,639
101-250	\$	17,495	\$	21,845	\$	10,740	\$	8,700	\$	12,049	\$	19,314	\$	10,317	\$	5,749	\$	12,987	\$	18,374	\$	20,232	\$	23,639
251-450	\$	24,541	\$	30,357	\$	15,194	\$	12,074	\$	15,082	\$	24,989	\$	12,710	\$	7,400	\$	18,347	\$	24,546	\$	29,254	\$	34,452
451-800	\$	29,102	\$	36,081	\$	18,002	\$	14,333	\$	16,937	\$	28,768	\$	14,252	\$	8,331	\$	23,947	\$	30,436	\$	35,777	\$	42,266
801-800	\$	37,060	\$	45,229	\$	21,625	\$	19,553	\$	30,892	\$	45,238	\$	32,123	\$	9,067	\$	35,856	\$	45,639	\$	50,201	\$	59,984
801-975	\$	41,416	\$	51,056	\$	23,824	\$	22,194	\$	33,663	\$	50,205	\$	35,239	\$	9,645	\$	42,059	\$	53,581	\$	58,801	\$	70,123
976-1300	\$	48,885	\$	61,329	\$	27,334	\$	26,981	\$	38,539	\$	59,147	\$	40,871	\$	10,515	\$	53,500	\$	68,230	\$	74,109	\$	89,638
1301-1500	\$	53,283	\$	67,493	\$	29,324	\$	29,857	\$	41,468	\$	64,575	\$	44,287	\$	10,994	\$	60,521	\$	77,219	\$	83,828	\$	100,325
1501-3000	\$	84,095	\$	111,892	\$	42,238	\$	51,202	\$	62,878	\$	104,489	\$	69,000	\$	13,968	\$	112,984	\$	144,365	\$	154,777	\$	186,177

NCES Reported Employee Count	Professional Learning Management		Employee Evaluation Management		Employee Evaluation Management		Calibration & Collaboration		Calibration & Collaboration		IEP		Medicaid		RTI		Frontline Central		Learning & Collaboration Resources		Framework for Teachers (Focus for Teachers)		Focus for Observers		WebReg	
1-100	\$	3,179	\$	3,092	\$	5,052	\$	3,928	\$	4,478	\$	18,584	\$	4,500	\$	5,749	\$	6,811	\$	7,820	\$	4,140	\$	10 pack \$4,800 per	\$	5,000.00
101-250	\$	5,804	\$	5,782	\$	9,541	\$	5,603	\$	6,388	\$	24,920	\$	6,827	\$	11,289	\$	9,687	\$	15,525	\$	10,053	\$	\$2,850.00 per 5 pack	\$	\$1,150 single license
251-450	\$	9,528	\$	9,125	\$	15,056	\$	7,144	\$	8,144	\$	30,903	\$	8,350	\$	16,261	\$	13,209	\$	19,148	\$	17,595	\$			
451-600	\$	12,244	\$	11,580	\$	19,074	\$	8,128	\$	9,264	\$	34,101	\$	11,220	\$	19,386	\$	15,772	\$	23,460	\$	22,080	\$			
601-800	\$	19,036	\$	17,877	\$	29,168	\$	11,095	\$	12,648	\$	38,291	\$	13,390	\$	22,937	\$	19,127	\$	29,440	\$	25,780	\$			
801-975	\$	22,836	\$	20,997	\$	34,645	\$	12,246	\$	13,960	\$	40,221	\$	16,000	\$	24,874	\$	22,056	\$	35,880	\$	29,153	\$			
976-1300	\$	29,893	\$	27,133	\$	44,789	\$	14,308	\$	16,311	\$	43,053	\$	21,000	\$	27,432	\$	27,477	\$	47,940	\$	37,375	\$			
1301-1500	\$	34,238	\$	30,901	\$	50,987	\$	15,557	\$	17,738	\$	44,592	\$	23,000	\$	28,673	\$	30,809	\$	51,750	\$	41,400	\$			
1501-3000	\$	66,805	\$	59,084	\$	87,488	\$	24,730	\$	28,193	\$	53,944	\$	29,500	\$	35,908	\$	55,750	\$	79,350	\$	43,700	\$			

\* List prices, illustrate not to exceed pricing, are effective as of date shown and are subject to review & modification annually

Net pricing is calculated individually for districts based upon discounts applied for qualified existing Frontline solutions within that district. List rates should not be quoted to districts and all proposals should be provided by your Frontline Sales Executive



EXHIBIT D-1

**Frontline Implementation Fees for Professional Learning Management, Evaluation Management, Absence Management, Time and Attendance, Recruiting and Hiring, Frontline Central, Evaluator Training & Calibration**

Description	Min	Max	List Price
Web Registration Configuration Fee	0	100000	\$ 3,000.00
Focus for Observers - Activation Fee	0	100000	\$ 19.95
Absence & Substitute Management Standard Implementation	0	300	\$ 4,000.00
Absence & Substitute Management Standard Implementation	301	600	\$ 6,000.00
Absence & Substitute Management Standard Implementation	601	900	\$ 6,500.00
Absence & Substitute Management Standard Implementation	901	1200	\$ 6,500.00
Absence & Substitute Management Standard Implementation	1201	1500	\$ 6,500.00
Absence & Substitute Management Standard Implementation	1501	1000000	\$ 7,000.00
Consortia/Partner Absence Management Custom Implementation	0	1000000	\$ 1,000.00
Time & Attendance Implementation	0	100	\$ 4,500.00
Time & Attendance Implementation	101	300	\$ 6,500.00
Time & Attendance Implementation	301	600	\$ 7,000.00
Time & Attendance Implementation	601	900	\$ 8,500.00
Time & Attendance Implementation	901	1000000	\$ 10,000.00
Applicant Tracking Implementation	0	100	\$ 3,250.00
Applicant Tracking Implementation	101	300	\$ 4,000.00
Applicant Tracking Implementation	301	600	\$ 5,500.00
Applicant Tracking Implementation	601	900	\$ 6,000.00
Applicant Tracking Implementation	901	1200	\$ 6,500.00
Applicant Tracking Implementation	1201	1500	\$ 6,500.00
Applicant Tracking Implementation	1501	2500	\$ 7,000.00
Applicant Tracking Implementation	2501	1000000	\$ 7,000.00
Professional Learning Management Implementation	0	1000000	\$ 2,500.00
Employee Evaluation Management Implementation	0	1000000	\$ 3,000.00
Evaluator Training & Calibration Implementation	0	1000000	\$ 2,000.00
Frontline Central Implementation	0	1000000	\$ 3,000.00

## Exhibit D-2: Frontline Professional Service Pricing

### Professional Growth, Absence and Time, Recruiting and Hiring and Frontline Central Professional Service Pricing

User Group Entrance Fee - \$50.00

Boot Camp - \$8,750

Client End User Training Session - \$525.00

On Site Training and Optimization, Plus Travel - \$3,500.00

Client Requested Interactive Webinars \$525.00

Virtual Interactive Certification - \$696.00 per – person

In Person Certification Course - \$695.00 \*\*

Seminars - \$395.00 per person

Client Requested Work - \$175.00 per-hour

**\*\* Hosted Certification Course Fee (the "Event"):** \$695 per seat (if multiple employees from the same organization will be attending, each additional employee will be billed a discounted fee of \$595 per seat).

Customer shall receive one free seat for hosting the Event. If there are 15 paying registrants, Customer shall receive a second free seat. If the Event sells out (typically 35 paying registrants), Customer shall receive a third free seat if the Event sells out (typically 35 participants).

There is a minimum of 5 paying registrants to hold the Event.

### Special Education and Intervention Professional Service Pricing

New Customer Setup, Implementation - \$5,500.00

Additional Program Setup (when purchased separately) \* \$1,500.00

Onsite Training Day, Plus Travel \$2,000.00

Onsite Training Day, 2 consecutive days, Plus Travel \$3,000.00

Virtual Training via WebEx / Session \$1,000.00

Data Conversion Services / Hour \$200.00

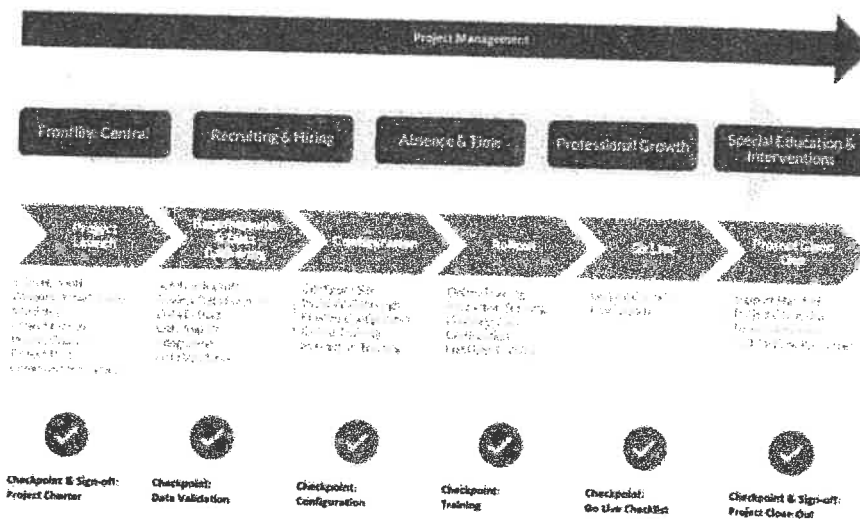
Virtual 504 Training \$1,500.00

504 Set up \$750.00

## Exhibit E: Frontline Education Standard Implementation Process

**Purpose:** To share basic information on the standard implementation process that Frontline Education would follow to implement any particular solution.

**Description:** The diagram below represents the core project components of any Frontline Education solution implementation. Individual steps and timing may vary depending on the needs of the individual client.





## **Exhibit F: Frontline Education Custom Implementation**

### **Consortia-Led Absence Management Portal Implementation**

**Purpose:** This document describes the custom “Consortia-Led Absence Management Portal Implementation” process that is in place with agreed-upon Partners (ie: BOCES/RICs/Consortia) who accept the responsibilities of the approved implementation partner model for the Absence Management Portal.

**Custom Implementation Fee: \$1000 per site**

#### **Frontline Education Partner Model Responsibilities:**

- Create the Frontline Absence Management Organization
- Provide access to the Organization/system to the implementation partner.
- Provide access to the online Learning Center (Knowledge Base) and basic implementation support to the certified system administrator(s) of the Partner.

#### **Implementation Partner Model Responsibilities:**

- Work with the end user client to populate and configure the Organization site (users, data, information, etc.).
- Consortia/Partner will maintain certified administrators who can conduct implementation and training processes.
  - o If the partner does not have a certified admin, additional professional services can be purchased at agreed upon rates to certify administrators.
- Provide training to the organizations.
- Provide end user/district level support of the implementation for the individual districts.
- Partner will escalate support tickets on behalf of individual districts as needed through the implementation team at Frontline Education.

## **Exhibit G: Frontline Education Standard Client Support Process**

### **Purpose of Client Support -**

Frontline Education Client Support will strive to enable our clients to be successful using all Frontline Solutions and to ensure customer satisfaction and happiness by providing an outstanding level of service that aids in the client's success.

### **Who does Frontline Education support?**

Frontline Education strives to provide support and resources for all users via our online systems and Learning Center. In addition, there are numerous automated tools an end user can use to obtain on-demand assistance. System Administrators can engage with Frontline Education Client Services directly via multiple channels of communication if they need additional assistance.

### **How to engage with Client Support?**

Frontline Education utilizes ZenDesk to create a standard client support experience for all clients despite the actual solutions being used by their organization. Online Help and Knowledge Base (**Learning Center**) is available using the same icon in all solutions; will strive to link users to context sensitive content that may assist them and will provide an entry way to our Client Support team. Frontline Education offers **online ticket/case, email, chat and phone channels** for engaging with Client Support.

### **Hours for Client Support**

Client Support Business Hours : 7AM EST – 6PM EST , Monday to Friday. (Holidays excluded)

### **Levels of Client and Technical Support**

Level 1 = Day to Day client support issues requiring How To, Configuration, etc. assistance.

Level 2 = Day to Day client support where a more complex workaround or resolution is required.

Level 3 = An issue in the availability of a function, within the design of the solution, where a workaround is not available.

Level 4 = A critical issue preventing the availability of the system.

### **Response Times**

Level 1 and Level 2 responses will be provided the same day. Our Client Services teams will respond to any ticket or case within 24 hours.

Level 3 and Level 4 will require intervention of other teams within Frontline Education. We will make commercially reasonable efforts to resource, understand and correct the error during Normal Business Hours. Communication will be sent as soon as the error/issue is resolved.

**Client Support Phone : 1-866-504-8222 ext 2**

## **Exhibit H: Compliance With New York State Education Law Section 2-d**

This Exhibit H supplements the underlying Agreement to which it is attached to ensure that the underlying Agreement conforms to the requirements of New York State Education Law Section 2-d and related Regulations of the Commissioner of Education ("Section 2-d"). To the extent that any term of the Agreement conflicts with the terms of this Exhibit, the terms of this Exhibit shall apply and be given effect.

As used in this Exhibit, the term "student data" means personally identifiable information, as defined in New York Education Law Section 2-d, from student records that Frontline receives from Customer or from a participating school district.

As used in this Exhibit, the term "teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c and 3012-d.

As used in this Exhibit, the term "protected data" means student data and teacher or principal data

1. Frontline agrees that the security, confidentiality, and integrity of protected data shall be maintained in accordance with state and federal laws that protect the confidentiality of personally identifiable information, and also in accordance with Customer's Parents Bill of Rights for Data Security and Privacy, provided below.
2. Frontline agrees that, to the extent applicable, it will disclose protected data received from Customer or a participating school district only to those officers, employees, and agents who need access to provide the contracted services. Frontline further agrees that any of its officers or employees, and any officers or employees of any assignee or subcontractor of Frontline who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data.
3. The exclusive purpose for which Frontline is being provided access to protected data is for providing Customer and its participating school districts with the functionality of the Products or Services accessed by each participating school district pursuant to a cooperative educational service agreements (CoSer) with Customer. Protected data received by Frontline, or by any assignee of Frontline, from Customer or a participating school district shall not be sold or used for marketing purposes.
4. The initial term of this Agreement expires on June 30, 2022 but the Agreement may be automatically extended for one or more 12-month periods. Upon expiration of this Agreement without a successor agreement in place, Customer may request that Frontline delete all protected data previously received from Customer or a participating school district that has not made alternative arrangements with Frontline to continue using Frontline Services. Frontline shall (at Customer's or the participating school district's expense) provide commercially reasonable support to Customer to extract data from Frontline Services in a format suitable for transfer to another service or platform.
5. In the event that a teacher or principal wishes to challenge the accuracy of teacher or principal data, they shall utilize the appeal process in the APPR Plan of their employing school district. In the event that a parent, student, or eligible student wishes to challenge the accuracy of student data concerning that student or eligible student, that challenge shall be processed through the procedures provided by the student's district of enrollment for amendment of education records under the Family Educational Rights and Privacy Act (FERPA).
6. Student data transferred to Frontline by Customer or a participating school district will be stored in electronic format on systems maintained by Frontline or a subcontractor of Frontline in a secure data center facility, or a data facility maintained by a board of cooperative educational services, in the United States. Frontline will take measures aligned with industry best practices and the NIST Cybersecurity Framework and reasonably designed to protect the privacy and security of protected data while it is stored in such facility. Such measures include, but are not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

7. Frontline acknowledge that it has the following obligations with respect to any protected data received from Customer or a participating school district and any failure to fulfill one of these statutory obligations shall be a breach of the underlying Agreement:

- limit internal access to education records to those individuals that are determined to have legitimate educational reasons in compliance with Section 2-d and FERPA;
- not use education records for any purpose other than those explicitly authorized in this Agreement;
- not disclose any personally identifiable information to any other party who is not an authorized representative of Frontline, Customer, or a participating school district using the information to carry out that Party's obligations under this Agreement, unless (1) that other party has the prior written consent of the parent or eligible student, or  
(2) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
- use encryption technology that complies with New York Education Law Section 2-d and related Commissioner Regulations to protect data while in motion or in its custody from unauthorized disclosure;
- notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by Frontline or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after discovery of the breach; and
- ensure by contractual agreements or other legally binding measures that any subcontractor, assignee, or other agent (including any Hosting Service Provider) to whom Frontline discloses protected data will comply with the same data security and privacy standards required of Frontline under this agreement and applicable state and federal laws.

## PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

### Parents' Bill of Rights for Data Privacy and Security Clinton-Essex-Warren-Washington BOCES

The Clinton-Essex-Warren-Washington BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Clinton-Essex-Warren-Washington BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in **Student Records Policy, No. 7050**.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available at **<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>** and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Vendor Signature

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Date

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

Phone: (518) 561-8657

Fax: (518) 561-1443

Email: [office@lavorandolaw.com](mailto:office@lavorandolaw.com)

**MEMORANDUM**

**DATE:** May 1, 2019

**TO:** Stephanie Trombly, Purchasing Agent

**FROM:** Joseph Lavorando, Esq.

**RE:** Proposed Agreement Between Frontline Technologies Group LLC  
d/b/a/ Frontline Education and CEWW BOCES

**CC:** Mark Davey, District Superintendent  
Larry Barcomb, Board President

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This will confirm my receipt and review of the proposed agreement with attachments between Frontline Education and CEWW BOCES.

This will further confirm my approval thereof provided the Master Services Agreement is amended as follows:

- I. **Section 5. Indemnification** – **Add:** “Frontline shall indemnify CEWW BOCES and its officers, employees, and agents and hold them harmless from all third party claims, liabilities, expenses and losses (including attorney’s fees and expenses) arising from, or related to, any breach by Frontline of the this Agreement, or the intentional or negligent acts of Frontline, or its employees or agents.”
- II. **Section 6. Limitation of Liability** – **Omit** the following sentence: “In no event shall Frontline’s (or its licensors’) total liability arising from or relating to this Agreement, whether based on warranty, contract, tort (including negligence), product liability or otherwise, exceed the total amounts paid to Frontline hereunder during the twelve months immediately preceding the events giving rise to such claims.”
- III. **Section 7. Term and Termination** – **Amend** the sentence in line eight (8) as follows: “If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata refund from Frontline.”

✓  
Amended w/  
Okay  
by  
Jor

✓  
Amended w/  
Okay  
by  
Jor

Initially not Amended  
7/19/19 Amended as required  
by Jor

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

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

Phone: (518) 561-8657

Fax: (518) 561-1443

Email: [office@lavorandolaw.com](mailto:office@lavorandolaw.com)

**MEMORANDUM**

**DATE:** June 25, 2019

**TO:** Stephanie Trombly, Purchasing Agent

**FROM:** Joseph Lavorando, Esq.

**RE:** Proposed Agreement Between Frontline Technologies Group LLC  
d/b/a/ Frontline Education and CEWW BOCES

**CC:** Mark Davey, District Superintendent  
Larry Barcomb, Board President

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This will confirm my receipt and review of the proposed revised agreement with attachments between Frontline Education and CEWW BOCES.

This will confirm my approval of Sections 5. and 6. as revised.

In reference to Section 7., which appears not to have been revised, it is my position, that should CEWW BOCES terminate the agreement because of a breach of the agreement, or dissatisfaction with the Frontline's product or services, after providing the required termination notice period, CEWW BOCES should be entitled to a pro-rata refund of its advanced payment for services not yet rendered. 7/18/19 Amended As required. JPL

If CEWW BOCES has at any time made the decision that it is in the best interests of the District to terminate its association with Frontline for any of the reasons listed above, then why would BOCES want to utilize the services of Frontline at some future date, particularly if the agreement is because of Frontline's breach thereof? Frontline's offer of credit for services to be provided by Frontline in the future would be worthless to CEWW BOCES under these circumstances.



AGREEMENT FOR CAFETERIA MEALS SERVICES

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

1. BOCES agrees to provide staffing and supplies required to serve ACAP student and adult meals at the Yandon-Dillon campus in Mineville during the 2019-2020 school year effective 9/1/19. ACAP will be invoiced per meal served according to the following pricing.

Student meal prices are subject to change per NYSED: (current estimate)

\*Breakfast \$2.36 per meal

\*Lunch \$3.73 per meal

\*Meal price will change when SED releases actual rates, rate will be same as what SED pays for free meals reimbursement at Yandon Dillon for CVES regular meal program.

Adult meal prices:

Breakfast \$2.50 per meal

Lunch \$4.20 per meal

2. Additionally, ACAP agrees to pay BOCES a base fee for the Meal Services in the amount of \$30,000 for the 2019-20 school year. The fee will be paid monthly in 10 equal installments of \$3,000. Final Payment for 2019-20 is due by June 21, 2020.
3. BOCES will maintain ownership of all original equipment and cooking/serving utensils used in food service operations. BOCES will also be responsible for all costs associated with the maintenance and upkeep of said equipment and cooking/serving utensils.

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

Date: \_\_\_\_\_

Date: 7/29/19

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

ACAP, Inc

By: \_\_\_\_\_  
(Larry Barcomb/Board President)

By: [Signature]

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

## **ENC. 10**

Recommend that the Board approve the following Revocable Permit Agreement:

1. Agreement between the State University of New York at Plattsburgh (SUNY) and Clinton-Essex-Warren-Washington BOCES for the rental of classroom space, including rooms 309A and 309B, at Sibley Hall in Plattsburgh, NY. The rental agreement commences August 22, 2019 and ends August 21, 2021. The annual rent paid by BOCES to SUNY for the two-year term shall be \$6,070 per year. (Special Education) (attached)

## **ENC. 11**

Recommend that the Board approve participation in the National School Lunch Program (NSLP) at the William A Fritz Center, which includes providing a healthy breakfast and lunch.

## **ENC. 12**

Recommend that the Board approve participation in Community Eligibility Provision (CEP): Students enrolled in the Special Education program located at the William A. Fritz (WAF) Center and Yandon Dillon Campus have been approved to participate in the Community Eligibility Provision (CEP) beginning July 1, 2019 with the established Identified Student Population (ISP) of 89.94%. This provision allows all enrolled Special Education students to receive a healthy breakfast and lunch at no charge.

## **ENC. 13**

Recommend that the Board approve the Policy Statement for Free and Reduced Priced Meals or Free Milk in accordance with NYSED program requirements for the federally assisted National School Lunch Program, School Breakfast Program, or Special Milk Program, for the 2019-20 school year. (attached)

## **ENC. 14**

Recommend that the Board approve the following Special Education School-Age Summer School Resolution:

1. WHEREAS, the stated vision of CEWW BOCES is to “meet the needs and expectations of our component schools, the communities and all learners who are affected by our services,” and such vision is central to the desire of the Districts who wish to continue to have CEWW BOCES provide regional Special Education School- Age Summer School; and

WHEREAS, CEWW BOCES provides Special Education School-Age Summer School services in a cost-effective manner, due to the ability of CEWW BOCES to offer and provide services to multiple Districts which are able to share costs; and

WHEREAS, the CEWW BOCES has received written notification from the following school districts indicating their commitment to participate in the 2020 Special Education School-Age Summer School and to pay the actual costs of operating the 2020 summer program, notwithstanding State Education Department tuition rates:

AuSable Valley, Beekmantown, Boquet Valley, Chazy, Crown Point, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, Schroon Lake, Ticonderoga, Willsboro;

IT IS THEREFORE RESOLVED, that after diligently analyzing written notices provided by component Districts via Board Resolution, committing to pay the actual costs of operating the 2020 summer program, notwithstanding State Education Department tuition rates, the CEWW Board of Cooperative Educational Services authorizes the CEWW BOCES Special Education Director to provide 2020 Special Education School-Age Summer School.

## **ENC. 14 (CONTINUED)**

2. WHEREAS, the stated vision of CEWW BOCES is to “meet the needs and expectations of our component schools, the communities and all learners who are affected by our services,” and such vision is central to the desire of the Districts who wish to continue to have CEWW BOCES provide regional Special Education School- Age Summer School; and

WHEREAS, CEWW BOCES provides Special Education School-Age Summer School services in a cost-effective manner, due to the ability of CEWW BOCES to offer and provide services to multiple Districts which are able to share costs; and

IT IS THEREFORE RESOLVED, that if component Districts commit by Board Resolution to pay the actual costs of operating the 2021 summer program, notwithstanding State Education Department tuition rates, as indicated by written notice from those Districts, no later than August 3, 2020; CEWW BOCES will diligently analyze its ability to provide services in summer 2021, based in part, on the number of component participants and students; and

THEREFORE, BE IT FURTHER RESOLVED that if any provision of this RESOLUTION or any application of the RESOLUTION shall be found contrary to law, then such RESOLUTION or application shall not be deemed to be valid and subsisting, except to the extent permitted by law.

## **ENC. 15**

Recommend the Board abolish/reduce the following staff and/or position(s) due to reduced component school district requests for services:

1. Abolish Leonard Smart, -1.0 FTE Airframe & Power Plant Teacher, effective August 30, 2019. The above employee will be placed on a preferred eligible list for Technical Trades Airframe & Power Plant Teacher for a period of (7) years, during which time they will have the right to be recalled on the basis of seniority in accordance with statute.

2. Abolish Mary Murphy, -.7 FTE Occupational Therapist, effective August 30, 2019. The above person shall be placed on a preferred eligible list for Occupational Therapist for a period of 4 years, during which time they will have the right to be recalled on the basis of seniority in accordance with statute.

3. Reduce -.5 FTE Power Sport Technology teacher position (Plattsburgh)

4. Reduce -.5 FTE Marine Technology teacher position (Mineville)

## **ENC. 16**

Recommend the Board rescind the motion that was approved at the July 10, 2019 Board meeting whereby the Board approved the resignation of Oliver Bickel, School Psychologist, effective August 6, 2019.

## **ENC. 17**

Recommend that the Board approve the following letters of resignations for the purpose of retirement:

1. Oliver Bickel, School Psychologist, Effective August 6, 2019

**State University of New York at Plattsburgh**

**Revocable Permit For Non-Commercial Use of University Facilities**

THIS REVOCABLE PERMIT, made this 26th day of July 2019, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at SUNY Plaza, Albany, New York, 12246, by and on behalf of the STATE UNIVERSITY OF NEW YORK COLLEGE AT PLATTSBURGH, having its principal place of business at 101 Broad Street, Plattsburgh, NY 12901 (hereinafter referred to as "SUNY Plattsburgh") and CLINTON-ESSEX-WARREN-WASHINGTON BOCES D/B/A CHAMPLAIN VALLEY EDUCATIONAL SERVICES, a NON-COMMERCIAL organization having its principal place of business located at 1585 Military Turnpike, PO Box 455, Plattsburgh, NY 12901 (hereinafter referred to as "the Permittee.") The Permittee and SUNY Plattsburgh may be referred to collectively as "the Parties."

**WHEREAS**, the Permittee will be conducting an on-campus activity which requires certain facilities; hereinafter referred to as the "Event"; and

**WHEREAS**, SUNY Plattsburgh has such facilities; and

**WHEREAS**, the parties desire to enter into an agreement whereby SUNY Plattsburgh will make such facilities available to the Permittee for the Event.

**NOW, THEREFORE**, be it known that a Revocable Permit ("Permit") is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services designated in ***Exhibit B***, attached hereto and made a part hereof, on the date(s) and at the times specified thereon.

1. SUNY Plattsburgh shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the premises. Unless specifically indicated otherwise in ***Exhibit B***, no telephone service shall be provided by SUNY Plattsburgh to Permittee.
2. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition.
3. The Permittee agrees to provide SUNY Plattsburgh with a copy of its Incorporation Papers or Receipt of Filing as a nonprofit agency filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name.
4. In consideration of the facilities and services to be provided by SUNY Plattsburgh as enumerated herein, the Permittee agrees to reimburse SUNY Plattsburgh in accordance with the costs or services stipulated on ***Exhibit C***, attached hereto and made a part hereof, and any other extraordinary costs incurred by SUNY Plattsburgh to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an official billing statement from SUNY Plattsburgh. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.
5. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY Plattsburgh or to others. Permittee shall be responsible for injury to persons (including death) which may in any way result from the operation or conducting of the Event or by Permittee's use of the facilities, premises, appurtenances and surrounding grounds, or may be caused by any of the persons involved in the Event, whether or not directly caused by the Permittee.
6. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Event and agrees to remove any personnel involved in the

Event whose actions, or failure to act, shall in the sole judgment of SUNY Plattsburgh, after consulting with the Permittee, be deemed to be detrimental to SUNY Plattsburgh.

7. If in the judgment of SUNY Plattsburgh the activities of any personnel in any way involved in the Event should be such that SUNY Plattsburgh, after consultation with the Permittee, shall determine that the continuation of the Event for the then remaining period covered by this Permit shall be contrary to the best interest of SUNY Plattsburgh, SUNY Plattsburgh may terminate this Permit without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from SUNY Plattsburgh premises.
8. This Permit shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established State University of New York and SUNY Plattsburgh regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto including the provisions contained in the rider attached hereto and made a part hereof as **Exhibit A**. If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any local, State or Federal Governmental body.
9. The Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authority of the State University of New York or SUNY Plattsburgh to possession, pursuant to the Education Law, of the State controlled property to which this Permit relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.
10. The Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY Plattsburgh and the Permittee regarding the use of the State controlled property to which this Permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this Permit shall be that of licensee.
11. The Permittee specifically agrees that this Permit shall be void and of no further force and effect upon any use of the State controlled property to which this Permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of SUNY Plattsburgh.
12. Upon removal from said premises, the Permittee shall, at its sole cost and expense, restore the premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the premises.
13. The Permittee shall have the right, so long as this Permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using facilities designated in **Exhibit B**.
14. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this Permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York at Plattsburgh be used by Permittee for any purpose without prior approval of the SUNY Plattsburgh.
15. The Permittee assumes all risk incidental to the use of said facilities and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the Event, use of facilities, its appurtenances and the surrounding grounds and hereby covenants and shall be responsible to and shall fully defend, indemnify, and hold harmless the State of New York and the State University of New York and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of the Permittee, its officers, employees, agents or licensees arising out of or relating to the use of the facilities, the

premises, its appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, SUNY Plattsburgh shall hold Permittee harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State University of New York or of its officers or employees when acting within the course and scope of their employment.

16. Permittee agrees to obtain and maintain insurance coverage throughout the term of this Permit as provided in this paragraph and shall deliver Certificates of Insurance for the stated coverage upon execution of this Permit. The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York ("admitted" carriers) with an A.M. Best company rating of "A-" or better.
  - (a) Workers Compensation and Disability Benefits Coverage for the life of this Permit for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.
  - (b) General Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Such policy shall name the State of New York and the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.
17. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY Plattsburgh, its officers and employees, nor any claim against the State of New York, its officers and employees, and both the State University of New York and the State of New York and their officers and employees shall be relieved from any and all liability.
18. **Permittee Responsibility.** (a) *General Responsibility.* The Permittee shall at all times during the term of this Permit remain responsible. The Permittee agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Permit at any time when he or she discovers information that calls into question the responsibility of the Permittee. In the event of such suspension, the Permittee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Permittee must comply with the terms of the suspension order. Activity under this Permit may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Permit. (c) *Termination for Non-Responsibility.* Upon written notice to the Permittee and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Permit may be terminated by the SUNY Chancellor or his or her designee at the Permittee's expense, where the Permittee is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
19. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by certified mail addressed as follows:

TO SUNY Plattsburgh: State University of New York at Plattsburgh  
Jenna Beauregard  
101 Broad Street, Plattsburgh, NY 12901  
(518) 564-2539

TO THE PERMITTEE: Clinton-Essex-Warren Washington BOCES  
Mark C. Davey  
1585 Military Turnpike  
PO Box 455  
Plattsburgh, NY 12901

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

20. This Permit constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Permit, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:
  1. Exhibit A, State University of New York Standard Contract Clauses
  2. This Revocable Permit
  3. Exhibit B, Designated Facilities and Services
  4. Exhibit C, Costs and Services
21. The permission hereby granted shall be effective **Thursday, August 22, 2019 at 8:00 AM** and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by registered mail, return receipt requested, said Permittee shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Permittee commenced, except that this permit shall terminate **Saturday, August 21, 2021 at 9:00 PM** in any event, if not sooner revoked. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.
22. Permittee warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during Permittee's use of the Premises, unless Permittee has obtained expressed written permission and license from the copyright or trademark holder. Permittee covenants to comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Premises. Permittee is responsible for remitting payment to appropriate agencies for use of copyrighted materials. Permittee shall fully defend, indemnify, and hold harmless the State of New York and the State University of New York and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of the Permittee, its officers, employees, agents or licensees arising out of or relating to copyright or trademark rights.
23. If Permittee utilizes internet service provided by SUNY Plattsburgh (as described in Exhibit C herein), Permittee acknowledges that SUNY Plattsburgh is providing such service solely as a benefit to Permittee. Permittee and its agents, employees, and contractors are solely responsible for complying with any and all applicable laws, rules, orders, regulations, and requirements of federal, State, and municipal governments, including, but not limited to, data security and privacy laws and standards. Such

data security and privacy laws and standards include, but are not limited to, the Gramm-Leach-Bliley Act ("GLBA"), the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Fair Credit Reporting Act ("FCRA"), the Children's Online Privacy Protection Act ("COPPA"), the New York State Information Security Breach and Notification Act ("NYISBNA") and the Payment Card Industry Data Security Standards ("PCI DSS"). Additionally, Permittee and its employees are expected to comply with all terms found in the SUNY Plattsburgh Responsible Use of Technology Policy available at <https://www.plattsburgh.edu/about/offices-divisions/administration-finance/management-services/campus-handbook/section-x-library-information-technology/responsible-use-of-technology-policy.html>.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and SUNY Plattsburgh has caused this instrument to be executed by its duly authorized officer.

STATE UNIVERSITY OF NEW YORK AT PLATTSBURGH

PERMITTEE

By: \_\_\_\_\_  
Jenna Beauregard  
Director of Contracts & Purchasing Services

By: \_\_\_\_\_  
**Mark C. Davey**  
District Superintendent/Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(For long term permits (over 30 days), the signature of the SUNY Vice Chancellor for Capital Facilities is required.)

By: \_\_\_\_\_  
Vice Chancellor for Capital Facilities  
SUNY System Administration

(Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of this revocable permit is a revenue contract that exceeds \$25,000.)

Approved as to Form:

Approved:

LETITIA JAMES  
Attorney General

THOMAS P. DI NAPOLI  
NYS Office of the State Comptroller

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**State University of New York Standard Contract Clauses**

**Standard Contract Clauses**  
**State University of New York**

**EXHIBIT A**

**February 11, 2014**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. PROHIBITION AGAINST ASSIGNMENT**  
 Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

**3. COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued

under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-a of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-a or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the

filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 138-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an exami-

nation, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

#### 12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement

in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demolition, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(3) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of

competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MacBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:  
NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St., 7th Floor  
Albany, NY 12246  
Tel: 518-292-5100  
Fax: 518-292-5884  
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414

email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Search Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY in these efforts.

#### 21. RECIPROCITY AND SANCTIONS

**PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4-g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

**24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including: employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

**25. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract,

the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

**27. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.oag.ny.gov/about/raos/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

#### **THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY**

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

**EXHIBIT B**  
**Designated Facilities and Services**

**STATE UNIVERSITY OF NEW YORK COLLEGE AT PLATTSBURGH**

**Clinton-Essex-Warren-Washington BOCES**

The following facilities and services at SUNY Plattsburgh are provided by the State University to the above-named Permittee in accordance with the terms and conditions of this Permit.

1. Designated facilities: 595 square feet located in Sibley Hall, a building owned and controlled by the State University of New York College at Plattsburgh and located at 113 Rugar Street, Plattsburgh, NY 12901. The specific rooms designated for this permit are as follows:
  - i. Sibley 309A (85 square feet)
  - ii. Sibley 309B (510 square feet)
2. Dates of use:
  - a. Permittee will be granted use of the designated facilities listed above for August 22, 2019 through August 21, 2021.
3. Start time / end time
  - a. 8:00 AM – 9:00 PM
4. Other Services
  - a. In addition to the use of the facilities listed above, SUNY Plattsburgh will provide the following services:
    - i. Janitorial and Maintenance Services\*
    - ii. Security Services
    - iii. Electricity and other utilities
    - iv. 1 set of keys for Sibley Hall 309A and 309B\*\*

\* Maintenance services are limited to fixed equipment provided by campus and building repair. Permittee would be responsible for the costs of any renovations or construction requested.

\*\* Permittee is responsible for the costs of replacing lost or stolen keys, which includes any costs associated with re-keying locks or issuing new keys to all individuals issued keys (whether employed by Permittee or not).

Optional services: Permittee and its personnel may utilize the following services at its discretion however the Permittee and its personnel shall be responsible for paying any applicable fees associated with use of the services.

- i. Internet
- ii. Telephones
- iii. Fitness Center
- iv. Library Guest Borrower
- v. Parking
- vi. Identification Cards

Permittee may request that interior signage be posted in Sibley Hall to assist with interior wayfinding. All signage will be at Permittee's own expense and must comply with the College's signage and wayfinding policy. The College reserves the right to deny signage that does not align with its policy.



**State University of New York  
Notary Acknowledgement**

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK )  
COUNTY OF

) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK )  
COUNTY OF

) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_ and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_, and that he/she had authority to sign same, and he/she did acknowledge to me that he/she executed the same as the act and deed of said firm of \_\_\_\_\_, for the uses and purposes mentioned therein.

\_\_\_\_\_  
Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK )  
COUNTY OF

) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who duly being sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public



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

Phone: (518) 561-8657

Fax: (518) 561-1443

Email: [office@lavorandolaw.com](mailto:office@lavorandolaw.com)

**MEMORANDUM**

**DATE:** July 29, 2019

**TO:** Michelle Perry, Management Services

**FROM:** Joseph Lavorando, Esq.

**RE:** Proposed Revocable Permit for Non-Commercial Use of University  
Facilities Between The State University of New York (o/b/o P.S. U. C.)  
CEWW BOCES

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

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This will confirm my receipt, review and approval of the State University of New York at Plattsburgh Revocable Permit for non-commercial Use of University Facilities between the State University of New York (o/b/o P.S.U.C.) and CEWW BOCES.

## POLICY STATEMENT FOR FREE AND REDUCED PRICE MEALS OR FREE MILK

CEWW-BOCES \_\_\_\_\_, (Local Education Agency or governing body) responsible for administration of one or more schools referred to as the school food authority (SFA), has entered into agreement to participate in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program and accepts responsibility for providing free and reduced price meals and/or free milk to eligible children in the schools under its jurisdiction.

The SFA assures the State Education Department that it will uniformly implement the following policy with respect to determining the eligibility of children for free and reduced price meals in each school building under its jurisdiction that participates in the programs mentioned above.

In fulfilling its responsibilities, the SFA agrees to the following:

### **A. Free Meals and (For Milk Only Schools) Free Milk**

To serve meals or milk at no charge to children from families whose income is at or below the income levels for free meals and milk listed on the annual income eligibility guidelines, or to children from Supplemental Nutrition Assistance Program (SNAP) households, Temporary Assistance to Needy Families (TANF) households, households participating in the Food Distribution Program on Indian Reservations (FDPIR) that provide a case number, or households that are identified through the SNAP/MEDICAID Direct Certification Matching Process.

### **B. Reduced Price Meals**

To serve breakfast and/or lunch at no charge to children from families whose income is within the range of the annual income eligibility guidelines for reduced price meals.

### **C. Special Conditions**

To serve free meals/milk to foster children in cases where the court or welfare agency is legally responsible for the child. Documentation from an appropriate State or local agency supports the foster child's status. Foster children are categorically eligible for free meals and may be included as a member of the foster family if the foster family chooses to also apply for benefits for other children. Including children in foster care as household members can help other children in the household qualify for free or reduced price meals. If the foster family is not eligible for free or reduced price meal benefits, the foster child will still be provided free meal benefits.

To provide free or reduced price meals or free milk to children whose parents or guardians have become unemployed, provided the loss of income causes the family income during the period of unemployment to be within the eligibility criteria. These students must be approved using one of the methods noted in this eligibility guidance booklet.

### **D. Non-Discrimination**

1. That there will be no physical segregation of, or any other discrimination against, any child because of his/her inability to pay the full price of the meal or milk. LEAs selling competitive foods during a meal service are encouraged to include in the description of how the cafeteria and meal service prevents overt identification of the children receiving free and reduced price meals or free milk. The names of children eligible to receive free or reduced price meals or free milk shall not be published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens or tickets, or by any other means. Further assurance is given that children eligible for free or reduced price meals or free milk shall not be required to:

- Work for their meals or milk.

- Use a separate lunchroom.
  - Go through a separate serving line.
  - Enter the lunchroom through a separate entrance.
  - Eat meals or drink milk at a different time.
  - Eat a meal different from the meal sold to children paying the full price for the same meal or drink milk different from that sold to children paying the full price.
2. That in the operation of Child Nutrition Programs, no child shall be discriminated against because of his or her race, sex, age, color, disability, national origin, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

#### **E. Hearing Procedures**

To establish and use a fair hearing procedure in cases of appeal by parents of the school's decision on applications and in cases where the school official challenges the accuracy of information contained in an application or of the continued eligibility of any child for a free or reduced price meal or free milk. During appeal, hearing, and disposition of the case, the child will receive free or reduced price meals or free milk.

To maintain, for a period of three years plus the current year, records of all such appeals, challenges, and dispositions.

That in initiating the hearing procedure, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data submitted on the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing.

That the hearing procedure shall provide:

1. A simple, publicly announced method for making an oral or written request for a hearing;
2. An opportunity to be assisted or represented by an attorney or other person in presenting an appeal;
3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal;
4. That the hearing shall be held with reasonable promptness and convenience and that adequate notice shall be given as to the time and place of the hearing;
5. An opportunity to present oral or documentary evidence and arguments supporting the position;
6. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses;
7. That the hearing shall be conducted and the decision made by a hearing official who did not participate in making the decision under appeal or in any previous conference;
8. That the decision of the hearing official, who may not be the same person as the reviewing and/or the verification official, shall be based on the oral and documentary evidence presented at the hearing and made a part of the hearing record;
9. That the parties concerned and their designated representative shall be notified in writing of the decision of the hearing official;
10. That a written record shall be prepared with respect to each hearing which shall include: the decision under appeal; any documentary evidence and a summary of any oral testimony presented at the hearing; the decision of the hearing official, including the reasons therefore and a copy of the notification to the parties concerned of the decision of the hearing official; and
11. That such written record of each hearing shall be preserved for a period of three years plus the current year and shall be available for examination by the parties concerned or their representative at any reasonable time and place during such period.

**F. Reviewing Official**

A reviewing official shall review and make determinations of eligibility using the criteria outlined in this policy to determine which individual children are eligible for free or reduced-price meals or free milk. The official should sign, date, and indicate the eligibility determination on each application.

**G. Notice to Parents**

To send at the beginning of each school year, and whenever there is an increase in eligibility, to the parent or guardian of each child, a letter such as the prototypes in Attachment VII, VIII, or IX including a form on which to make application for free or reduced price meals or free milk, and a parent disclosure letter and consent statement.

**H. Applications**

To advise parents to complete the application and return it to the reviewing official for eligibility determination.

To maintain applications and documentation of action taken, for three years after the end of the school year to which they pertain.

To accept applications at any time during the year and to supply applications to any parent enrolling a child in a school for the first time.

To accept the application of a child who transfers from one school to another under the jurisdiction of the SFA. Copies of the application and eligibility dates should be retained with the records of both schools. The application from the transfer student from another SFA should be reviewed to ensure that it is correctly approved.

To inform parents of eligibility determinations. Parents must be notified in writing of the reason(s) for denial of their application, notification of the right to appeal, instructions on how to appeal, and a reminder to parents that they may reapply for free and reduced price benefits at any time during the school year. Copies of denial letters to parents must be maintained for three years plus the current year.

**I. Verification of Applications**

Verify the eligibility of applicant households **by November 15** in accordance with program regulations and annually maintain records.

**J. Anonymity and Accountability**

To establish a procedure to collect money from children who pay for their meals or milk which prevents overt identification, and accounts, at the point of service, for the number of free, reduced and full price meals served or the number of half-pints of free and full price milk served. The procedure(s) adopted will be used in order that no other child in the school will consciously be made aware, by such procedure, of the identity of the children receiving reduced price meals, free meals, or free milk. The LEA will develop measures to prevent disclosure of confidential free and reduced price eligibility information as required and include the steps with this policy statement.

**K. Amendments to Policies**

To submit to the State Education Department any alterations or amendments to the policy including eligibility criteria, applications, public announcements, etc., for approval prior to implementation. Such changes will be effective following approval by the NYSED Child Nutrition Program Administration office. Any and all changes in eligibility criteria shall be publicly announced in the same manner used at the beginning of the school year. Changes in content to any prototype documents from this guidance booklet require prior State Agency approval.

**L. Records**

To maintain a file of the following records for three years plus the current year after the end of the fiscal year to which they pertain:

1. All eligibility determinations obtained through the Direct Certification Matching Process (DCMP) (SNAP, Medicaid, Foster)
2. All applications and documents to support homeless, migrant, head start, etc.
3. Records of all appeals and challenges and their disposition.
4. All notifications of eligibility determinations, including denial letters.
5. Records of all verification efforts and resulting eligibility changes.

**M. Public Release**

At the beginning of the school year, a public release containing the same information supplied to parents and including both free and reduced price eligibility criteria should be provided to the media (local newspaper), the local unemployment office, and any major employers contemplating large layoffs in the areas from which the school draws its attendance. Documentation must be kept on file for three years plus the current year identifying where the public release was sent.

**N. Special Assistance - Provision 2 and Community Eligibility Provision**

Provision 2: In schools where all enrolled children, regardless of their category of eligibility, are served meals at no charge; notify parents, distribute, and certify applications for free and reduced price students once every four consecutive school years. For three years after the base year, the school is not required to count meals served by category for claiming purposes. After the base year, the building's monthly reimbursement is based on total meal counts and monthly claim statistics from the base year. Maintain accountability and record keeping requirements as mandated by program regulations for this alternate reimbursement system.

**\* If your school year begins in September, you must notify your Child Nutrition representative by September 1, 2019 if you intend to participate in Provision 2 for the 2019-2020 school year. If your school year begins in July, you must notify us by July 1, 2019.**

Community Eligibility Provision: Schools where at least 40 percent of enrolled students have been deemed free eligible through a means other than an income application (i.e., directly certified using electronic SNAP/Medicaid, homeless, migrant, runaway, foster, and head start) as of April 1, 2019, may participate in the Community Eligibility Provision for the 2019-2020 school year. The schools will receive reimbursement in the free and paid category based on the percentage of directly certified students as noted above times a multiplier (as written in federal regulation). For more details about participation and how to apply, please see the CEP Memo on the Child Nutrition Knowledge Center website.

**O. Administrative Prerogative**

In certain circumstances when households fail to apply for free or reduced price meals, the nutritional needs of students who are obviously at an economic disadvantage may be addressed by local officials.

Using administrative prerogative, local officials may complete an application for a student known to be eligible if the household had applied. This limited use option acknowledges the various reasons that a family may fail to apply for free or reduced price meals, such as lack of understanding, fear of authority, alien status, substance abuse, etc.

To exercise this option properly, an application must be completed on behalf of the student, based on the best family size and income information available. The source of this information must be noted on the application. Documented prior efforts must be made by the SFA to obtain a completed application from the parent or guardian.

The names of all household members, a social security number, or an adult signature need not be secured. Instead, the name of the student, household size, estimated family income including source, and the administrator's signature must be provided. The household must be notified of the student's approval status for free or reduced price meals. These applications should be excluded from the verification process.

This option must be used **judiciously and only after repeated efforts to obtain applications from families have been unsuccessful**. It is to be used on an individual basis and must not be used to provide eligibility determinations for large numbers of students. It also may not be used when family income is above the eligibility guidelines, even though the children are coming to school without a meal or money. Family economic status must remain the criterion for administratively making the decision to provide the student access to free or reduced price meals.

#### **P. Meal Eligibility for Homeless/Migrant/Runaway Children**

Children who are categorically eligible under Other Source Categorically Eligible Programs should contact the school for assistance in receiving benefits and indicate the source of their status on the application.

The United States Department of Agriculture (USDA) has acknowledged that the number of homeless, migrant and runaway children has risen considerably in the last few years, that parents/guardians who are homeless or migrant often fail to return a free meal application, and these children are often not included in the direct certification process. While administrators can exercise the administrative prerogative option for determining program eligibility, this process is only intended to be exercised on a case-by-case basis and becomes burdensome in areas where there are many homeless/runaway children residing in shelters or migrant status children. USDA has therefore established the following procedures for all Child Nutrition Programs when an application is not submitted by the household or it is not anticipated that an application will be submitted:

- The migrant coordinator, homeless liaison or runaway provider may provide you with a list of eligible children based on established criteria. The list must be dated and signed by the coordinator, liaison or provider. These children are then directly certified for free meals for the school year. No other documentation is needed. This is the preferred option.

Other options:

- The director of the homeless shelter at which the child resides can complete and submit an application for the child, or send a list of all children residing in the shelter to the school;
- Local level officials may complete an application for a child and approve the child for free meals based solely on their knowledge that the child's address is a homeless shelter or that the child has no known address and is indeed homeless;
- If large numbers of homeless children make it impractical for a homeless shelter or school officials to complete individual applications, the school administrator may establish a list of eligible students based on his/her knowledge of the family's residence (shelter, address, car, etc.). The documentation necessary to substantiate free meal eligibility for a list of children must contain at a minimum the following information:

- The child's name
  - The effective date of eligibility determination
  - The name of the shelter, etc., where the child resides
  - The signature of the determining official
- Documentation of migrant status children should be maintained by the school migrant coordinator as documentation to substantiate free meal eligibility. This should include the date, the child's name, and signature of the migrant coordinator. For a list of contacts in your school, go to [www.nysteaches.org](http://www.nysteaches.org).

**Q. Food Distribution Program on Indian Reservation (FDPIR)**

Public and nonpublic schools participating in the School Lunch, Breakfast, or Special Milk Programs may accept a Food Distribution Program on Indian Reservation (FDPIR) case number in lieu of household income, SNAP or TANF number.

**R. Food Substitutions for Children With Disabilities**

Federal regulations governing the operation of Child Nutrition Programs and Section 504 of the Rehabilitation Act of 1973 require that children with disabilities be offered the opportunity to participate in all academic and nonacademic activities including the school nutrition programs. To ensure that these children are not denied reasonable access to the programs, the Department of Agriculture's regulations require schools and institutions to make reasonable accommodations, such as providing substitutions in the regular meal patterns, for children who have a disability and whose disability restricts their diet. A student with a disability is defined in 7 CFR part 15b.3 as one who has a physical or mental impairment which substantially limits one or more major life activities of such individual, a record of such an impairment or being regarded as having such an impairment. Major life activities include but are not limited to: functions such as caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

Accordingly, meal substitutions must be made for children with disabilities and must be supported by a medical statement signed from a State licensed healthcare professional. These meals must be offered at no extra charge. Substitutions may also be made for non-disabled children who are unable to consume the regular meal because of medical or other special dietary needs, though schools are not required to do so in these instances. Substitutions for non-disabled children must be supported by a statement signed by a recognized medical authority. **Children with disabilities are not automatically eligible for free meal benefits.** Parents must adhere to the same income eligibility criteria and procedures used for all children.

**S. Limited English Proficient (LEP) Households**

LEAs will ensure there are no barriers for participation in Child Nutrition Programs for Limited English Proficient (LEP) families and must communicate with parents and guardians in a language they can understand throughout the certification and verification processes.

**T. Meal Charge Policy**

LEAs will establish a written and clearly communicated policy to address student meal charges when payment cannot be collected at the point of service. Charge policies will be reasonable, well-defined and maintain the integrity and dignity of students and households to minimize harm to the student.

**U. Prohibition Against Meal Shaming Plan**

LEAs will establish a written and clearly communicated plan that ensures a student whose parent or guardian has unpaid meal charges is not shamed or treated differently than a student whose parent or guardian does not have unpaid school meal charges. The plan will include the requirement to provide students with the reimbursable meal of their choice and identify other prohibited actions to decrease student distress or the embarrassment associated with not having adequate funds to pay for a school meal.

**V. Program Terminations:** To provide 60 days advance written notice to parents and to immediately inform the NYSED Child Nutrition Program Administration of intent to discontinue participation in NSLP/SBP for public school districts. Non-public schools must send a letter on official letterhead notifying the Child Nutrition Office of the effective date they will no longer participate and the last month they intend to claim meals.



## **ENC. 18**

Recommend that the Board accept the following letters of Resignation:

1. Molly Rascoe, Special Education Teacher, Effective July 16, 2019
2. Kaci LaMere, Teacher Aide/Student Aide, Effective July 24, 2019
3. Destiny Blaise Welch, Teacher Aide/Student Aide, Effective July 29, 2019
4. Kyle Ainsworth, Special Education Teacher, Effective July 30, 2019
5. Cynthia Warner, Teacher Aide/Student Aide, Effective August 17, 2019
6. Madison Bedard, Teacher Aide/Student Aide, Effective August 17, 2019
7. Iola Jaquish, Teacher Aide/Student Aide, Effective August 18, 2019
8. Christine Cassevah, Teacher Aide/Student Aide, Effective August 31, 2019
9. Tedi Bourg, Special Education Teacher, Effective August 31, 2019
10. Janel Kingsley, School Counselor, Effective August 31, 2019
11. Adele Huchro, Food Service Helper, Effective September 1, 2019 (for the purpose of accepting a Cook position)
12. Stacie Winchell, Account Clerk/Typist-Confidential, Effective September 1, 2019
13. Julie Ashline, Special Education Teacher, Effective September 1, 2019
14. Katy Bidlespach, Special Education Teacher, Effective September 1, 2019
15. Jordan Finnegan, Teacher Aide/Student Aide, Effective September 1, 2019 (for the purpose of accepting a Teaching Assistant position)
16. Andrew Brousseau, Teacher Aide/Student Aide, Effective September 1, 2019 (for the purpose of accepting a Temporary Teaching Assistant position)
17. Bethany Katzfey, Teacher aide/Student Aide, Effective September 1, 2019 (for the purpose of accepting a Temporary Teaching Assistant position)

## **ENC. 19**

Recommend the Board approve the following leave of absence:

1. Marcia Brinton, unpaid leave of absence September 3, 2019 through September 30, 2019

## **ENC. 20**

Recommend that the Board grant Tenure to the following person(s):

1. Joshua Pierce, Environmental Conservation Teacher, Effective September 1, 2019
2. Adam Facteau, Principal, Effective September 1, 2019
3. Kimberley Denton, School Counselor, Effective September 1, 2019
4. Nicole Santaniello, School Counselor, Effective November 2, 2019

## **ENC. 21**

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

1. Name: Roxana Palmer  
Tenure Area: Art  
Position: Art Teacher  
Effective Date: 7/1/2019  
Tentative Tenure Date: 7/1/2023  
Certification Status: Visual Arts, Professional Certificate  
Annual Base Salary: \$43,645 (Salary may increase once contractual agreement for 2019-20 is approved)
2. Name: Jennilee Montanile  
Tenure Area: Special Education  
Position: Special Education Teacher  
Effective Date: 9/1/2019  
Certification Status: Early Childhood Education(birth-grade 2) Initial Certificate, Childhood Education (Grades 1-6) Professional Certificate, Students with Disabilities (grades 1-6) Professional Certificate  
Annual Base Salary: \$46,000
3. Name: Stephanie Sorgule  
Tenure Area: School Counseling & Guidance  
Position: School Counselor  
Effective Date: 9/1/2019  
Tentative Tenure Date: 9/1/2023  
Certification Status: School Counselor, Permanent Certificate  
Annual Base Salary: \$52,086 (Salary may increase once contractual agreement for 2019-20 is approved)
4. Name: Robin Douglass  
Tenure Area: Special Education  
Position: Special Education Teacher  
Effective Date: 9/1/2019  
Tentative Tenure Date: 9/1/2023  
Certification Status: School District Leader, Professional Certificate, English 7-12 Permanent Certificate, Special Education Permanent Certificate, Nursery Kindergarten & Grades 1-6, English 7-9 Extension Permanent Certificate  
Annual Base Salary: \$50,000
5. Name: Penny Bowers  
Tenure: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: 09/01/2019  
Tentative Tenure Date: 9/1/2023  
Certification Status: Teaching Assistant Level 1  
Annualized Salary: \$20,841 (Salary may increase once contractual agreement for 2019-20 is approved)

## **ENC. 21 (CONTINUED)**

6. Name: Jordan Finnegan  
Tenure: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: 09/01/2019  
Tentative Tenure Date: 9/1/2023  
Certification Status: Teaching Assistant Level 1  
Annualized Salary: \$20,841 (Salary may increase once contractual agreement for 2019-20 is approved)

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

## **ENC. 22**

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

1. Name: Jessica Lynn  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2019  
Tentative Permanent Date: September 1, 2020  
Annualized Salary: \$16,982
2. Name: Sarah Agnew  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2019  
Tentative Permanent Date: September 1, 2020  
Annualized Salary: \$16,982
3. Name: Ashtyn Moore  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2019  
Tentative Permanent Date: September 1, 2020  
Annualized Salary: \$16,982
4. Name: Tamar Smalls  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2019  
Tentative Permanent Date: September 1, 2020  
Annualized Salary: \$16,982

## **ENC. 22 (CONTINUED)**

5. Name: Adele Huchro  
Position: Cook  
Effective Date: September 1, 2019  
Tentative Permanent Date: September 1, 2020  
Annualized Salary: \$18,708
6. Name: Amanda Wilson  
Position: Cook Manager  
Effective Date: September 1, 2019  
Tentative Permanent Date: September 1, 2020  
Annualized Salary: \$23,654

## **ENC. 23**

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

1. Name: Kaila Inman  
Position: Publication Specialist  
Effective Date: July 29, 2019  
Annualized Salary: \$40,000 (Salary may increase once contractual agreement for 2019-20 is approved)  
Prorated Salary: \$37,312.68
2. Name: Marta Leavine  
Position: Account Clerk/Typist  
Effective Date: August 19, 2019  
Annualized Salary: \$25,184 (Salary may increase once contractual agreement for 2019-20 is approved)  
Prorated Salary: \$21,987.57

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

## **ENC. 24**

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

1. Ashley Wales, Teacher Aide/Student Aide, Effective September 1, 2019
2. Bianca Siskavich-Poitras, Teacher Aide/Student Aide, Effective September 1, 2019
3. Heather Shaw, Teacher Aide/Student Aide, Effective September 1, 2019
4. Tabitha Imondi, Teacher Aide/Student Aide, Effective September 1, 2019
5. Briana Marbut, Teacher Aide/Student Aide, Effective September 1, 2019
6. Henry Aguilar, Lifeguard, Effective September 1, 2019
7. Elizabeth Theeman, Physical Therapist, Effective September 1, 2019
8. Michelle Perry, Senior Account Clerk Typist-Confidential, Effective September 9, 2019
9. Julie Manley, Teacher Aide/Student Aide, Effective September 1, 2019, Annual Salary of \$16,982

## **ENC. 25**

Recommend that the Board appoint the following person(s) to a temporary appointment for the 2019-20 school year:

1. Name: Stephanie Omlin  
Position: Special Education Teacher  
Effective Date: September 1, 2019 – June 30, 2020  
Certification Status: uncertified  
Annual Base Salary: \$37,145 (Salary may increase once contractual agreement for 2019-20 is approved)
2. Name: Greg Cassavaugh  
Position: Heavy Equipment & Diesel Mechanic  
Effective Date: September 1, 2019 – June 30, 2020  
Certification Status: uncertified  
Annual Base Salary: \$37,145 (Salary may increase once contractual agreement for 2019-20 is approved)
3. Name: Susan Mitchell  
Position: Special Education Teacher  
Effective Date: September 1, 2019 – June 30, 2020  
Certification Status: Special Education, Permanent Certificate  
Annual Base Salary: \$48,000
4. Name: Grace Mayhew  
Position: Special Education Teacher  
Effective Date: September 1, 2019 – June 30, 2020  
Certification Status: uncertified  
Annual Base Salary: \$37,145 (Salary may increase once contractual agreement for 2019-20 is approved)
5. Name: Cherie Passino  
Position: Special Education Teacher (replacement)  
Effective Date: September 1, 2019 - June 30, 2020  
Certification Status: uncertified  
Annualized Base Salary: \$37,145 (Salary may increase once contractual agreement for 2019-20 is approved)
6. Name: Tina Leduc  
Position: Teaching Assistant  
Effective Date: September 1, 2019 – June 30, 2020  
Certification Status: Teaching Assistant Level 1 (pending)  
Annualized Salary: \$20,841 (Salary may increase once contractual agreement for 2019-20 is approved)
7. Name: Bethany Katzfey  
Position: Teaching Assistant  
Effective Date: September 1, 2019 – June 30, 2020  
Certification Status: Teaching Assistant Level 1 (pending)  
Annualized Salary: \$20,841 (Salary may increase once contractual agreement for 2019-20 is approved)

## **ENC. 25 (CONTINUED)**

8. Name: Andrew Brousseau  
Position: Teaching Assistant  
Effective Date: September 1, 2019 – June 30, 2020  
Certification Status: Teaching Assistant Level 1 (pending)  
Annualized Salary: \$20,841 (Salary may increase once contractual agreement for 2019-20 is approved)
9. Name: Emily Lefevre  
Position: LPN Teacher  
Effective Date: September 1, 2019  
Certification Status: uncertified  
Annualized Salary: \$37,145 (Salary may increase once contractual agreement for 2019-20 is approved)
10. Name: Shirley LaReau-Kemp  
Position: LPN Teacher  
Effective: September 1, 2019  
Certification Status: uncertified  
Annualized Salary: \$38,197 (Salary may increase once contractual agreement for 2019-20 is approved)
11. Name: Erin Spoor  
Position: LPN Teacher .50 FTE  
Effective Date: September 1, 2019  
Certification Status: Job Skills Training Instructor, Adult Education Certificate  
Annualized Salary: \$22,837.50 (Salary may increase once contractual agreement for 2019-20 is approved)
12. Name: Alexis Hamilton  
Position: Adult Literacy Teacher (OWS)  
Effective Date: September 1, 2019  
Certification Status: Literacy and GED Preparation Instructor Adult Education Certificate  
Annualized Salary: \$44,397 (Salary may increase once contractual agreement for 2019-20 is approved)

## **ENC. 26**

Recommend that the Board approve the following Part-Time Appointments for the 2019-20 School Year:

<u>Name</u>	<u>Position</u>	<u>Annualized Salary</u>	<u>Prorated Salary</u>
Angela Bushey	Allied Health Teacher 40%	\$45,161	\$18,064.40
Catherine Chauvin	Allied Health Teacher 20%	\$37,896	\$7,579.20
Linda Facteau	Allied Health Teacher 40%	\$37,668	\$15,067.20
Ellen Lamora	Allied Health Teacher 20%	\$35,277	\$7,055.40
Mallory Mattison	Allied Health Teacher 20%	\$36,394	\$7,278.80

\*(Salary may increase once contractual agreement for 2019-20 is approved)\*

## **ENC. 27**

Recommend that the Board appoint the following person(s) to a Part-Time Hourly Appointment for the 2019-2020 school year:

Teacher Aide/Student Aide (\$12.00/hour)

Amanda Crafts

## **ENC. 28**

Recommend the Board amend the following Additional Summer Work that was approved at the June 12, 2019 Board meeting with the following changes:

LPN Instruction Curriculum Work, per diem rate hourly rate of pay per contract

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

Recommend the Board amend the following Adult Education Course Instructors for the 2019-2020 School Year that was approved at the June 12, 2019 Board meeting:

Adult Education, hourly rate of pay per contract (\$28.00/hour)

Christina Beck

Dalton Castine

Patricia Goodell

Susan Levaque

Brad Kiroy

Kieran Kivlehan

Adult Education Health Careers Hourly Instructors, hourly rate of pay per contract (\$37.00/hour)

Angela Bushey

Catherine Chauvin

Linda Facteau

Ellen Lamora

Mallory Mattison

## **ENC. 29**

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

Work Study Student

Grace Suarez

Not-To-Exceed 24 additional hours

Security and Law Enforcement, hourly rate of pay

Dana Poirier

Not-to-Exceed 60 hours

Culinary Arts Management, hourly rate of pay

Tanner Senecal

Not-to-Exceed 30 hours

Bevan Gertsch-Cochran

Not-to-Exceed 30 hours

## **ENC. 29 (CONTINUED)**

### Stipend Positions, Compensation per collective bargaining agreement

Erin Spoor, LPN Instructor	New Employee Mentor (CV-TEC)
Thomas Aubin, Welding Teacher	New Employee Mentor (CV-TEC Satellite)
Jen Haley, Special Education Teacher	New Employee Mentor (WAF)
Brigitte Phillips, School Psychologist	New Employee Mentor (WAF)
Anthony Biasini, Special Education Teacher	New Employee Mentor (Mineville)
Angie Waldron, Curriculum Coordinator	New Employee Mentor (WAF) (2 Stipends)
Faye Dayton, Special Education Teacher	New Employee Mentor (WAF)
Cheryl Spoor, Teaching Assistant	New Employee Mentor (WAF)
Ashley Brown, Teaching Assistant	New Employee Mentor (WAF)
Roxana Palmer, Art Teacher	Yearbook Coordinator (YD)
Joshua Pierce, Environmental Conservation Teacher	Maple Sugar Stipend (CV-TEC)
Michael Guillette, Graphic Arts Teacher	Yearbook Advisor (CV-TEC)
Dana Poirier, Security and Law Enforcement Teacher	NTHS Advisor (CV-TEC)
Lori Ducharme, Mathematics 7-12 Teacher	Animal Science Stipend (CV-TEC)
Lori Ducharme, Mathematics 7-12 Teacher	Skills USA Co-Advisor (CV-TEC)
Nicole Santaniello, School Counselor	Skills USA Advisor (Mineville)
Nicole Santaniello, School Counselor	Skills USA Co-Advisor (CV-TEC)
Nicole Santaniello, School Counselor	NTHS Advisor (Mineville)
Sheila Boyea, Teaching Assistant	Yearbook Advisor (WAF)
Amanda Gebhart, Special Education Teacher	PBIS Coordinator (WAF-Shared)
Laura Birtz-Sisson, Speech and Hearing Teacher	PBIS Coordinator (WAF-Shared)
Thomas Rodriguez, Environmental Conservation Teacher	Maple Sugar Stipend (Mineville)

## **ENC. 30**

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

### Teacher Aide/Student Aide, \$15.00/hour

Pamela Macey	WAF
Brandy Rosselli	YD
Sara Spring	YD

### Food Service Helper, \$15.00/hour

Amanda Wilson	WAF
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### Teaching Assistant, hourly rate of pay per contract

Penny Comes	YD
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## **ENC. 31**

Recommend that the Board approve the following 2019 Summer Work:

### Summer Electrician, \$50.00/hour

Fredric Johnson	Not-to-Exceed an additional 35 hours
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## ENC. 31 (CONTINUED)

### Summer Laborer, \$12.50/hour

Shane Bertsche

Not-to-Exceed 30 days

### Turn Key Training, hourly rate of pay per contract

Joelle Lucia, Special Education Teacher

Not-to-Exceed 12 hours

### Transition Services (continuation of summer duties), hourly rate of pay per contract

Jerilynn Lamere, Teaching Assistant

Not-to-Exceed an additional 50 hours

Amy Ladue, Teaching Assistant

Not-to-Exceed an additional 25 hours

Ann Schmitt, Teaching Assistant

Not-to-Exceed an additional 120 hours

Kelsi Russell, Teaching Assistant

Not-to-Exceed an additional 25 hours

### Life Skills Curriculum, hourly rate of pay per contract

Susan Mitchell, Special Education Teacher

Not-to-Exceed 12 hours

### Continuation of normal work year duties, per diem rate of pay

Janel Kingsley, School Counselor

Not-to-Exceed 10 additional hours

Kim Denton, School Counselor

Not-to-Exceed 10 additional hours

### Preparation for the new school year, per diem rate of pay

Julie Holbrook, School Lunch Manager

Not-to-Exceed 15 additional days

### Classroom Moves/Classroom set up, per diem rate of pay

Todd Menia, New Visions Medical Teacher

Not-to-Exceed 2 days

Greg Cassavaugh, Diesel Mechanics/Heavy Equipment Teacher

Not-to-Exceed 2 days

Faye Dayton, Special Education Teacher

Not-to-Exceed 1 day

Ellen Supinski, Special Education Teacher

Not-to-Exceed 1 day

Susan Mitchell, Special Education Teacher

Not-to-Exceed 1 day

Cherie Passno, Special Education Teacher

Not-to-Exceed 1 day

Jordan Wendling, Special Education Teacher

Not-to-Exceed 1 day

Ashley Pray, Teaching Assistant

Not-to-Exceed 1 day

Andrea Christiansen, Teaching Assistant

Not-to-Exceed 1 day

Caitlyn Worley, Teaching Assistant

Not-to-Exceed 1 day

Kim Denton, School Counselor

Not-to-Exceed 1 day

Michael Bova, PowerSport Technology & Marine Technology Teacher

Not-to-Exceed 2 days

### Academic/Behavior Curriculum Work, hourly rate of pay per contract

Robin Douglass, Special Education Teacher

Not-to-Exceed 12 hours

Grace Mayhew, Special Education Teacher

Not-to-Exceed 12 hours

Jennilee Montanile, Special Education Teacher

Not-to-Exceed 12 hours

Stephanie Omlin, Special Education Teacher

Not-to-Exceed 12 hours

### Hospital Education Program Orientation, hourly rate of pay per contract

Faye Dayton, Special Education Teacher

Not-to-Exceed 6 hours

### TCI Training, hourly rate of pay per contract

Stephanie Omlin, Special Education Teacher

Not-to-Exceed 24 hours

### Teaching Assistant Curriculum, hourly rate of pay per contract

Tina Leduc, Teaching Assistant

Not-to-Exceed 12 hours

## **ENC. 32**

Recommend that the Board approve the following list of Curriculum Writers for the 2019-20 school year:

### Curriculum Writers. (\$25.00 an hour)

Rebecca Banker  
Mandy Bishop  
Michael Brandt  
Hilarie Dickson  
Hilary Eilers  
Amy Holzer  
Ashley Kollar  
Sarah Lacroix  
David Mays  
John McCarty

## **ENC. 33**

Recommend that the Board approve the following 2019-20 Substitute and Temporary-On-Call Annual Renewal List:

<u>Name</u>	<u>Position</u>
Cynthia Williams	Substitute Teacher
Diane Leavine	Substitute Teacher
Julie Manley	Substitute Teacher
Frank Mercier	Substitute Teacher
Breanna Harris	Substitute Teacher
Tracey Luoma	Substitute Teacher
Elora Romano	Substitute Teacher
Courtney Lapham	Substitute Teacher
Kenneth Kesterman	Substitute Teacher
Douglas Westover	Substitute Teacher
Michelle Whitford	Substitute Teacher
Marjorie Trim	Substitute Teacher
Susan Mueller	Substitute Teacher
Peter McMillan	Substitute Teacher
Melodie St. Clair	Substitute Teacher
Tammy Harrigan	Substitute Teacher
Doreen Barcomb	Substitute Teacher
Richard Brogowski	Substitute Teacher
Elizabeth Parent	Substitute Teacher
Kaleigh Hack	Substitute Teacher
Leonard Smart	Substitute Teacher
Karen M Everleth	Substitute Teaching Assistant
Maura Trombley	Substitute Teaching Assistant
Jelona Fretwell	Substitute Teaching Assistant
Julie Manley	Substitute Teaching Assistant
Cynthia Williams	Substitute Teaching Assistant
Breanna Harris	Substitute Teaching Assistant

## **ENC. 33 (CONTINUED)**

Tracey Luoma  
Elora Romano  
Courtney Lapham  
Marjorie Trim  
Susan Mueller  
Tammy Harrigan  
Ronnie Cunningham  
Melodie St. Clair  
Doreen Barcomb  
Elizabeth Christon

Substitute Teaching Assistant  
Substitute Teaching Assistant  
Substitute Teaching Assistant  
Substitute Teaching Assistant  
Substitute Teaching Assistant  
Substitute Teaching Assistant  
Substitute Teaching Assistant  
Substitute Teaching Assistant  
Substitute Teaching Assistant  
Substitute Teaching Assistant

Tina Lombard  
Jay Harney

Temp On Call Bus Driver  
Temp On Call Bus Driver

Lisa Dupell  
Kathy Nichols  
Katelyn Atkinson  
Maura Trombley  
Cynthia Williams  
Breanna Harris  
Janice Hart  
Marjorie Trim  
Susan Mueller  
Ronnie Cunningham  
Maryssa Romeo

Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide  
Temp On Call Teacher Aide/Student Aide

Marilyn Casey  
Deborah Mascarenas  
Deborah Hart  
Diane Leavine  
John Shepard  
Donald Bush  
Donald Bush  
Dylan Bedard  
Janice Hart  
Susan Mueller  
Bryan Walton

Temp On Call Typist  
Temp On Call Typist  
Temp On Call Account Clerk Typist  
Temp On Call Senior Stenographer  
Temp On Call Cleaner/Messenger  
Temp On Call Cleaner/Messenger  
Temp On Call Laborer  
Temp On Call Custodial Worker  
Temp On Call Food Service Helper  
Temp On Call Cook  
Temp On Call Musical Instrument Repair Tech

## **ENC. 34**

Recommend that the Board approve the following Volunteers for the 2019-2020 school year:

### **ISC**

Seth Albertus  
Michael Guynup

### **ENC. 35**

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

Cafeteria

Amanda Wilson - Plattsburgh Campus, Cafeteria Sales

### **ENC. 36**

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

Cafeteria:

Plattsburgh Campus – Amanda Wilson - \$50 (Replacing Irvin German)

### **ENC. 37**

Recommend that the Board appoint the following Officials for the Child Nutrition Program, effective August 21, 2019 through the July 2020 reorganizational meeting, with no additional compensation:

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

### **ENC. 38**

Recommend that the Board adopt the following Revised Policy:

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

### **ENC. 39**

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

Patricia Gero

NYSSBA Annual Convention & Education Expo

October 24-26, 2019 Rochester, NY (overnight accommodations needed)

### **ENC. 40**

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

## **ENC. 41**

**WHEREAS**, the CEWW BOCES, is a local agency pursuant to the New York State Environmental Quality Review Act (“SEQRA”), ECL Section 8-0101, *et seq.*, and implementing regulations, 6 NYCRR Part 617 (the “Regulations”), and

**WHEREAS**, the CEWW BOCES plans to acquire an approximately .6+/- acre parcel running between Military Turnpike and the CEWW BOCES’s Satellite Branch Campus at 518 Rugar Street, Plattsburgh, New York (the “Project”); and

**WHEREAS**, a short Environmental Assessment Form (“EAF”), dated August 21, 2019, a copy of which is attached hereto as Exhibit A, was made available to the CEWW Board of Cooperative Educational Services in advance of this meeting, is available at this meeting and is on file in the Office of the Board Clerk, was prepared by Tetra Tech, the CEWW BOCES’s engineering firm, to facilitate a review of the potential environmental impacts of the Project; and

**WHEREAS**, Tetra Tech has reviewed the scope of the Project and has advised the CEWW BOCES that the CEWW BOCES should initially classify the Project as an Unlisted Action as that term is defined in Part 617.2 of the Regulations and declare its intention to serve as lead agency to undertake an uncoordinated review pursuant to Part 617.6(b)(3) of the Regulations; and

**WHEREAS**, Tetra Tech, having reviewed and compared the EAF against the standards set forth in Part 617.7 of the Regulations, has advised the CEWW BOCES that the Project will not result in any significant adverse impacts to the environment, and

**WHEREAS**, the CEWW Board of Cooperative Educational Services has carefully considered the nature and scope of the Project as set forth in the EAF, has carefully reviewed the criteria for determining significance contained in Part 617.7(c) of the Regulations together with the recommendations provided by Tetra Tech, and

**BE IT RESOLVED** by this CEWW Board of Cooperative Educational Services as follows:

Section 1. The CEWW BOCES hereby determines that the Project is an Unlisted Action as such term is defined in the Regulations.

Section 2. The CEWW BOCES hereby declares itself lead agency to undertake an uncoordinated review pursuant to Part 617.6(b)(3) of the Regulations.

Section 3. The CEWW BOCES hereby adopts the findings and conclusions contained within the EAF and in accordance with the reasoned elaboration set forth in Exhibit B attached hereto, the CEWW BOCES finds and concludes that the Project will not result in any significant adverse impacts to the environment.

Section 4. The CEWW BOCES hereby issues a Negative Declaration with respect to the Project.

Section 5. The Board hereby authorizes and directs the CEWW BOCES Board Clerk or her designee to file a Negative Declaration with the appropriate parties and agencies and publish the Negative Declaration in the Environmental Notice Bulletin.

Section 6. This Resolution shall take effect immediately.

## **ENC. 41 (CONTINUED)**

### **Exhibit A**

#### **Short EAF**

(Attached and on file in the Office of the Board Clerk)

### **Exhibit B**

Set forth below is a reasoned elaboration of the CEWW BOCES's determination of significance.

1. The proposed action (the "Project") involves the acquisition acquire an approximately .6+/- acre parcel running between Military Turnpike and the CEWW BOCES's Satellite Branch Campus at 518 Rugar Street, Plattsburgh, New York.

2. The Project will not cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production nor a substantial increase in potential for erosion, flooding, leaching or drainage problems.

3. The Project will not cause the removal or destruction of large quantities of vegetation or fauna, nor will it substantially interfere with the movement of any resident or migratory fish or wildlife species; nor will the Project impact a significant habitat area or cause substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources.

4. The Project will not cause the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617.14(g) of the Regulations.

5. The Project will NOT cause:

(a) the creation of a material conflict with the current plans or goals as officially approved or adopted by the Town of Plattsburgh;

(b) the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(c) a major change in the use of either the quantity or type of energy;

(d) the creation of a hazard to human health;

(e) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;

(f) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

(g) the creation of a material demand for other actions that would result in one of the above consequences; or

(h) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

6. The CEWW BOCES is not taking any other actions which, when considered together with the Project, will have or would have a cumulative significant impact on the environment.

***Short Environmental Assessment Form***  
***Part 1 - Project Information***

**Instructions for Completing**

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>							
Name of Action or Project: Champlain Valley Educational Services - 2018 Capital Improvement Project							
Project Location (describe, and attach a location map): Military Turnpike at Plattsburgh Satellite Branch Campus, north side of Airport Road.							
Brief Description of Proposed Action: Project action involves the acquisition of a .63 acre parcel (220.-1-16.1) a.k.a. Haun Second Properties, Inc. formerly the subject of an access easement for purposes of the installation of a new site access driveway. The driveway and all other site improvements were addressed in a previous SEQRA analysis and findings.							
Name of Applicant or Sponsor: Champlain Valley Educational Services		Telephone: 518-561-0100 E-Mail: bell_Eric@cves.org					
Address: 518 Rugar Street							
City/PO: Plattsburgh		State: NY	Zip Code: 12901				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSED Building Permit			<table border="1"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td align="center"><input type="checkbox"/></td> <td align="center"><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3. a. Total acreage of the site of the proposed action? _____ .63 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 101.7 acres							
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Municipal (School) <input type="checkbox"/> Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ N/A Land Acquisition only	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ N/A Land Acquisition only	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			



14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RCR Salerno Plastics, Site Code: 510024 at 14 Gus Lapham lane, Plattsburgh; determined to be no public health risk		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>Champlain Valley Educational Services  Larry Barcomb, Dr. Mark Davey</u> Date: <u>8/21/19</u>  Signature: _____ Title: _____		

Project:

Date:

## *Short Environmental Assessment Form*

### *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: Date: 

### ***Short Environmental Assessment Form Part 3 Determination of Significance***

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Based upon the consideration of Parts 1 and 2 of the Short EAF, the action of acquiring .63+/- acres of land formerly the subject of an access easement will in itself result in no significant adverse environmental impacts. The previously planned access driveway crossing was afforded a separate SEQRA analysis and determination of significance.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
CVES Board of Education _____ Name of Lead Agency	8/21/19 _____ Date
Larry Barcomb & Dr. Mark C. Davey _____ Print or Type Name of Responsible Officer in Lead Agency	Board President and District Superintendent _____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

**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:** August 9, 2019  
**RE:** August 2019 Board Report

**EARLY LEARNING VIDEO SERIES**

Check out SED's new [Early Learning Video Series](#), which provides examples of purposeful, play-based instructional strategies that help children develop critical foundational skills in the early grades.

In the early grades, it is particularly important for educators to recognize and provide a balance between individual and group needs, active and quiet times, teacher-directed and child-selected activities, and English and home language development. Teachers influence what and how children learn by creating an environment that reflects developmentally, culturally, and linguistically appropriate practices and instruction. Intentional planning provides a framework for learning that is culturally and linguistically responsive, playful, interactive and interdisciplinary.



The videos in this series provide support for educators in creating quality learning environments - in addition to quality curriculum, instruction, and assessment - for children in Prekindergarten through Grade 2 classrooms.

**REGENTS CONTINUE DISCUSSION OF DIPLOMA REQUIREMENTS**

The Board of Regents has had several discussions this past year on pathways to obtaining NYS diplomas. As the conversations evolved, there was a growing sense that members of the board were moving towards having a larger discussion regarding the high school completion and corresponding implications. The presentation at the July meeting of the Board of Regents took the board officially down the road of a comprehensive review of diploma requirements and alternative ways to explore providing students with opportunities to demonstrate skills and talents.

The commissioner and chancellor began the conversation with some background comments indicating that although graduation rates have improved, they are not where we all would like them to be. For the past several years the board has discussed, and put into place, alternate pathways, seals of bilingual competency, and assessment options and it is time to think about the system more comprehensively. They agreed to establish a Blue Ribbon Commission to review graduation requirements.

Prior to their meeting, members were provided multiple resources on the issue, which can be found online at <http://www.regents.nysed.gov/node/9363>. The link to the PowerPoint used to guide this conversation can be found online at:

<http://www.regents.nysed.gov/common/regents/files/Full%20Board%20-20Monday%20Pathways%20to%20a%20NYS%20Diploma.pdf>

## **PROPOSED CHANGES COMMISSIONER'S REGULATION SECTION 155.17 SCHOOL SAFETY**

Every school district or charter school that employs or contracts with:

- law enforcement or
- public or private security personnel, including school resource officers
- Must establish a written contract or memorandum of understanding (MOU) that delegates school discipline to school administration
- Must be adopted as part of the Districtwide School Safety Plan
- Effective July 1, 2019

### **Types of School Safety Personnel**

<b>Personnel Characteristics</b>	<b>Common Titles</b>
1. Local (municipal and county) law enforcement agency officer with sworn authority assigned to school(s)	School Resource Officer (SRO) School Safety Officer School Police School Liaison Officer
2. Security firm employee. (The school district can contract with a firm for sworn personnel with arrest powers or for civilian security)	School Security Officer Guard (armed and unarmed) Aide
3. School security officer hired directly by the school district (Arrest powers determined by state law, but typically personnel do not have the arrest powers afforded sworn law enforcement officers)	

The proposed changes to Commissioner's Regulation 155.17 incorporate the requirements for adoption of an MOU into the requirements of Districtwide Safety Plan and clarifies the dates for submission of both Districtwide and Building-Level School Safety Plans.



**CVES MISSION**

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

TO: Dr. Mark C. Davey  
 FROM: Michele M. Friedman  
 DATE: August 9, 2019  
 RE: August 2019 Board Report

**CV-TEC DIVISIONAL LEADERSHIP TEAM & MANAGEMENT TEAM (DLT/CMT)**

The CV-TEC Divisional Leadership Team & CV-TEC Management Team convened the first three meetings of the new school year on July 18<sup>th</sup>, July 25<sup>th</sup> and August 1<sup>st</sup> and is scheduled to reconvene several additional times prior to the start of school. The DLT is comprised of the building and site leadership within the division: Mr. Adam Facteau, Dr. Grace Stay, Mr. Jim McCartney and Ms. Cathy Snow. The CV-TEC Management Team is comprised of all members of the DLT along with our Divisional Coordinators: Mrs. Sherry Snow, Mrs. Dena Tedford, and Mrs. Colleen Lafountain, along with representation from our Guidance Department, Mrs. Lucy Marbut, and our administrative support team, Mrs. Stacie Winchell. Divisional procedures & protocols, CTE JMT & Statewide Assessments, APPR, District-wide & Divisional Strategic Planning Membership and District-wide Committees, and priority areas of focus were reviewed and discussed in preparation for the opening of the new school year. In addition, the Teams are collectively engaging in the reading and discussion of Brene Brown's "Dare to Lead" professional development series. The teams will meet regularly throughout the school year.

**ANNUAL PROFESSIONAL PERFORMANCE REVIEW**

APPR for the 2018-2019 school year for CV-TEC faculty has been finalized and is on target to meet the required deadlines.

**2019 CV-TEC CTE AWARD OF EXCELLENCE RECIPIENTS**



Congratulations to the 2019 CV-TEC CTE Award of Excellence Medal Recipients who have each demonstrated outstanding accomplishments within their respective fields.

**The 2019 CV-TEC High School Award of Excellence for Outstanding Achievement:**

Kara Maggy-Saranac Central School

(Allied Health, Plattsburgh Main Campus)

Owen Pierce-Westport Central School (Automotive Technology, Mineville Campus)



**The 2019 CV-TEC Post-Secondary Award of Excellence for Outstanding Achievement**

Sheree Trudeau (LPN Program,  
Plattsburgh Main Campus)



**CV-TEC CTE Program Award of Excellence Recipients:**

Allied Health

Award of Excellence-High School Student

Kara Maggy-Saranac Central School

Savanna Keech-Moriah Central School

Animal Science/Veterinary Assistant

Award of Excellence-High School Student

Morgan Terry-Peru Central School

Automotive Collision Repair Techonoly

Award of Excellence-High School Student

Lynn Lussier-Deso- Chazy Central Rural School

Automotive Technology

Award of Excellence-High School Student

Mathieu Forkey- Northeastern Clinton Central School

Owen Pierce-Westport Central School

Aviation Technology

Award of Excellence-High School Student

Kyra Becker-Chazy Central Rural School

Award of Excellence-Post-Secondary Student

John Minor

Construction Trades

Award of Excellence-High School Student

Alexander Russell-Crown Point Central School

Award of Excellence-Post Graduate Student: Azik

Shatraw

Cosmetology

Award of Excellence-High School Student

Victoria Miller-Chazy Central Rural School

Sophie Garrison-Moriah Central School

Culinary Arts Management

Award of Excellence-High School Student

Michelle Martineau-Peru Central School

Digital Art & Design

Award of Excellence-High School Student

Damien Zuckerberg- Peru Central School

Award of Excellence-Post-Secondary Student

Anthony Harland

Early Childhood Education

Award of Excellence-High School Student

Jessica Irwin- Peru Central School

Electrical Design, Installation & Alternative Energy

Award of Excellence-Post-Secondary Student

Ronald Boutin

Environmental Conservation & Forestry

Award of Excellence-High School Student

Johanna Pray-Peru Central School

Graphic Design & Communications

Award of Excellence-High School Student

Kami Perkins-Saranac Central School

Heavy Equipment/Diesel Mechanics

Award of Excellence-High School Student

Jacob Lawliss-Beekmantown Central School

Award of Excellence-Post Secondary Student

Chris Garami

Marine Technology

Award of Excellence-High School Student

Noah Udes (Youdis)-Schroon Lake Central School





Medical Office Assisting

Award of Excellence-High School Student

Kiara Colgan-Northern Adirondack Central School

Award of Excellence-Post-Secondary Student

Julie Short

Natural Resources Management

Award of Excellence-High School Student

Gavin Fleury-Ticonderoga Central School

New Visions: Medical Careers

Award of Excellence-High School Student

Enya Sullivan-Beekmantown Central School

Jonathan Gibbs- Moriah Central School

PowerSport Technology

Award of Excellence-High School Student

Kayla Wood-Saranac Central School

Licensed Practical Nursing

Award of Excellence

Sheree Trudeau

Security & Law Enforcement

Award of Excellence-High School Student

Benjamin Collins-Northeastern Clinton Central

Amber Peer-Lee-Crown Point Central School

Welding

Award of Excellence-High School Student

Ryan Trombley-Northern Adirondack Central School

Award of Excellence-Post-Secondary Student

Aaron David LaFountain



# Champlain Valley EDUCATIONAL SERVICES

P.O. Box 455, Plattsburgh, NY 12901 [www.cves.org](http://www.cves.org)  
P.O. Box B, Mineville, NY 12956

## SPECIAL EDUCATION DIVISION

Plattsburgh Campus, 518-561-0100 FAX 518-561-5624  
Mineville Campus, 518-942-6691 FAX 518-942-3366

### 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: August 2019  
Re: Board of Cooperative Educational Services Report



### Summer Numbers – An Even 100!

Plattsburgh Student Count – 84.

Mineville Student Count - 16

### Our Summer in Pictures

#### New Cafeteria Services



Thank you to Eric Bell, Jess LeClair and Julie Holbrook for submitting all the paperwork, hiring and setting up our own CVES cafeteria services at WAF. Students and staff cannot believe the quality of the meals! Nothing is wrapped in cellophane!



### Summer Activities



Saying good bye to Deb Reese, our security desk person and the first face all see, and welcome to Angie Lecuyer!





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### PBIS at WAF - Fun Projects



Creative Bulletin Boards to welcome students.



Miss Emily brought her goats to share time with our students.



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### Art Activities with Animal Tracking, Fish Kites, Basket Making and Firefly Jars



Can you fry an egg on the tarmac on a hot day? Ms. Gebhart's class tried and succeeded!



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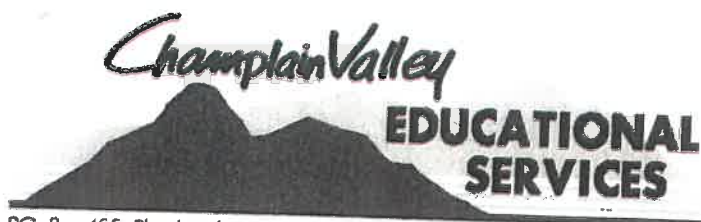


Eliza read a Berenstain Bears book to Ayden as part of the **Berenstain Bear Birthday celebration**.



WAF Students and Staff enjoyed a visit from **Thera-Pets**, a not for profit organization with therapy pets.





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Deputy Danielle brought in the **Safe Child ID** badge maker for students for ID badges for their families.

Grace Mayhew shared information on plants for our **Plant Activities**.



### Mineville Weekly Trip to the Arts Trek and Beach



Every Wednesday the Mineville students visit the Arts Trek in Ticonderoga and the Black Point Beach. Arts Trek is sponsored by Ticonderoga Chamber of Commerce and the Ticonderoga Festival Guild, Inc. It was established in 1980 as a non-profit organization dedicated to the advancement of the performing arts in the Ticonderoga area.



Mother Nature interacts with the students.

