

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 REMOTELY VIA WEBEX ON
JUNE 10, 2020, PROPOSED EXECUTIVE SESSION AT 6:15P.M. – MEETING TO FOLLOW

Remote participants may use the following WebEx Address: <https://bit.ly/2yTeAoD>
Or by calling 1-408-418-9388 Meeting number (access code): 129 002 6565

- | | |
|-----------|---|
| No Action | 1. CALL TO ORDER: BOARD PRESIDENT |
| | a. The Pledge of Allegiance |
| | b. Roll Call of Board Members |
| | c. Introduction of All Present |
| No Action | 2. EXECUTIVE SESSION |
| No Action | 3. INTRODUCTION OF ALL PRESENT |
| No Action | 4. OPINIONS AND CONCERNS FROM THE AUDIENCE |
| No Action | 5. STRATEGIC PLAN END-OF-YEAR UPDATE – Dr. Mark Davey |
| No Action | 6. CAPITAL PROJECT UPDATE -- Dr. Mark Davey & Mr. Eric Bell |
| Action | 7. MINUTES OF PREVIOUS MEETING |
| | a. May 13, 2020 Monthly Meeting Minutes (Enc. 1) |
| | 8. CONSENT AGENDA FINANCIAL |
| Action | a. Certification of Warrant (Enc. 2) |
| Action | b. Treasurer’s Report (Enc. 3) |
| Action | c. Donations (Enc. 4) |
| Action | d. Special Aid Fund Continuations (Enc. 5) |
| Action | e. Special Aid Fund Project (Enc. 6) |
| Action | f. Contractor/Consultant Agreements (Enc. 7) |
| Action | g. Agreement Renewal Term (Enc. 8) |
| Action | h. Lease Agreement (Enc. 9) |
| Action | i. Change Order Authority (Enc. 10) |
| Action | j. Uncollectibles (Enc. 11) |
| | 9. OLD BUSINESS |
| No Action | a. Committees |
| | --Audit Committee Meeting Highlights – February 12, 2020 (Info. Only) (Enc. 12) |
| | 10. CONSENT AGENDA PERSONNEL |
| Action | a. Resignation (Enc. 13) |
| Action | b. Leaves of Absences (Enc. 14) |
| Action | c. Permanent Appointments (Enc. 15) |
| Action | d. Part-Time Hourly Appointments (Enc. 16) |

- Action e. 2020 Special Education Summer School Staffing Additions (Enc. 17)
- Action f. Additional Work (Enc. 18)
- Action g. 2020 Summer Work (Enc. 19)
- Action h. Adult Education Instructors (Enc. 20)
- Action i. Facilitators, Scorers (Enc. 21)
- Action j. Substitutes (Enc. 22)

11. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- Action a. Revised Policy – Waive First Reading & Adopt (Enc. 23)
- Action b. New Policy – Waive First Reading & Adopt (Enc. 24)
- No Action c. Administrative Procedure (Enc. 25)
- No Action d. Revised Policies – First Reading (Enc. 26)
- Action e. Revised CVES Calendar Resolution (Enc. 27)
- Action f. Rural Schools Association Election (Enc. 28)
- Action g. Area 6 Director Vacancy (Enc. 29)

12. NEW BUSINESS

- No Action a. None this month

No Action 13. DISTRICT SUPERINTENDENT’S UPDATE

No Action 14. OTHER

No Action 15. NEXT BOARD MEETING

Wednesday, July 8, 2020, to be held remotely via Webex with no in-person access per Executive Order No. 202.1. Additional information to be provided in the public notice prior to meeting – Proposed Executive Session at 6:15p.m. – Meeting to follow.

No Action 16. REPORTS FROM DIRECTORS (Enc. 30)

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

PLEASE NOTE:

*Some of the following events have been postponed until further notice or canceled.
Updates will be made as information becomes available.*

June 10, 2020	Board Meeting – Remote – 6:30 p.m.
June 11, 2019	Yandon-Dillon Graduation Ceremony – Virtual Ceremony
June 11, 2020	No. Country Loggers Awards Banquet – 6:00 p.m.
June 12, 2020	WAF Graduation Ceremony – Virtual Ceremony
June 13, 2020	HSED Graduation – Virtual Ceremony
June 23, 2020	CV-TEC Plattsburgh Graduation Ceremony – Virtual Ceremony
June 24, 2020	CV-TEC Mineville Graduation Ceremony – Virtual Ceremony

MOTIONS TO ENTER INTO EXECUTIVE SESSION

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

ENC. 1

Recommend that the Board approve the Draft Minutes from the May 13, 2020 Monthly Board meeting. (attached)

ENC. 2

Recommend that the Board approve the Certification of Warrant for May 1, 2020 to May 29, 2020. (attached)

ENC. 3

Recommend that the Board approve the Treasurer's Report from April 30, 2020. (attached)

ENC. 4

Recommend that the Board approve the following Donations:

1. For the Student Stipend Fund:

United Way (April 2020)	38.92
Box Tops for Education (April 2020)	3.70
United Way (May 2020)	<u>198.14</u>
TOTAL	- \$ 240.76

2. Donation of \$10,000 from The United Way. This donation will be used to fund the purchase of technology for students.

3. Donation of \$1,603 from Adirondack Foundation-Adirondack for Kids Fund. This donation will be used towards faculty, staff and students to attend future field trips.

4. Donation of \$1,000 from Stewart Shops – Holiday March. This donation will be used to startup funding for the Work Experience Program School Store.

ENC. 5

Recommend that the Board accept the following Special Aid Fund Continuations:

1. Employment Preparation Education (EPE) special aid fund project be allowed to continue providing services for the period July 1- September 30, 2020. Expenditures are not to exceed \$101,792. (CV-TEC) (attached)

2. WIOA, Title II, Adult Basic Education and Literacy Services special aid fund project be allowed to continue providing services for the period July 1- September 30, 2020. Expenditures are not to exceed \$14,215. (CV-TEC) (attached)

3. WIOA, Title II, Incarcerated and Institutionalized Education special aid fund project be allowed to continue providing services for the period July 1- September 30, 2020. Expenditures are not to exceed \$84,981. (CV-TEC) (attached)

ENC. 5 CONTINUED

4. NYS Basic Literacy- JCEO special aid fund project be allowed to continue providing services for the period July 1- September 30, 2020. Expenditures are not to exceed \$28,903. (CV-TEC) (attached)
5. NYS Basic Literacy- One Work Source special aid fund project be allowed to continue providing services for the period July 1- September 30, 2020. Expenditures are not to exceed \$27,995. (CV-TEC) (attached)
6. Perkins V/CTEIA- Basic special aid fund project be allowed to continue providing services for the period July 1- September 30, 2020. Expenditures are not to exceed \$16,985. (CV-TEC) (attached)

ENC. 6

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

1. Local Food for Enhanced Nutrition, Immunity and Food Security special aid fund project, in the amount of \$8,000, for the period of May 2020 through May 2021. This program is funded through Adirondack Foundation SUN Fund. (Co-Ser 791 – WAF/YD Cafeteria)

ENC. 7

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Joseph Lavorando for Legal Services as needed, at a rate of \$125 per hour for the period July 1, 2020 through June 30, 2021. (Administration) (attached)
2. Agreement between Clinton-Essex-Warren-Washington BOCES and Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP for Legal Services as needed, at a rate of \$215 per hour for partners services and \$185 per hour for associates services for the period July 1, 2020 through June 30, 2021. (Administration) (attached)
3. Agreement between Clinton-Essex-Warren-Washington BOCES and Harris Beach, PLLC for Legal Services as needed, at a rate of \$210 per hour for attorney services and \$100 per hour for law clerk, paralegal, and legal research services for the period July 1, 2020 through June 30, 2021. (Administration) (attached)
4. Agreement between Clinton-Essex-Warren-Washington BOCES and Bartlett, Pontiff, Stewart & Rhodes, P.C. for Legal Services as needed, at a rate of \$250 per hour for attorney services and \$150 per hour for paralegal services for the period of July 1, 2020 through June 30, 2021. (Administration) (attached)
5. Agreement between Clinton-Essex-Warren-Washington BOCES and Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC for Legal Services as needed, at a rate of \$195 per hour for school attorney services and \$85 per hour for paralegal services for the period July 1, 2020 through June 30, 2021. (Administration) (attached)
6. Agreement between Clinton-Essex-Warren-Washington BOCES and Kelly McGinn for the purpose of obtaining Medicaid Speech oversight services including quarterly provider meetings, student observations, phone conferences, and Medicaid document review at a rate of \$100 per hour for the 2020-2021 school year. The current estimated annual expenditure for the agreement is \$29,200. (Special Education) (attached)

ENC. 7 CONTINUED

7. Agreement between Clinton-Essex-Warren-Washington BOCES and Behavioral Health Services North, Inc. (BHSN) for the purpose of obtaining management services with regards to Special Education's Adventure Based Counseling, Youth Development, Intensive Therapeutic Support Program, and Family Enrichment Program, at a "not to exceed" rate of \$150 per hour for the 2020-2021 school year. The current estimated annual expenditure for the agreement is \$16,800. (Special Education) (attached)

8. Agreement between Clinton-Essex-Warren-Washington BOCES and The New England Center for Children for the purpose of establishing BOCES as an implementation site for the Autism Curriculum Encyclopedia (ACE) program for the 2020-2021 school year. The current estimated annual expenditure for the agreement is \$12,300. (Special Education) (attached)

ENC. 8

Recommend that the Board approve the following Agreement Renewal Term:

1. Agreement renewal between Clinton-Essex-Warren-Washington BOCES and Preferred Group Plans, Inc. (PGP) for Health Reimbursement Arrangement (HRA) plan services, I.R.C. Sections 105 and 106, to be administered by PGP on behalf of BOCES for the period of July 1, 2020 through June 30, 2021; and for an I.R.C. Section 125 Cafeteria Plan for the period of October 1, 2020 through September 30, 2021. The total estimated expenditure for the services is \$11,000. (Administration)

ENC. 9

Recommend that the Board approve the following Lease Agreement:

1. Lease Agreement between Clinton-Essex-Warren-Washington BOCES and Adirondack Community Action Programs, Inc. for the purpose of allowing Adirondack Community Action Programs, Inc. to lease one classroom from Clinton-Essex-Warren-Washington BOCES at their Mineville Campus in Mineville, NY, for use by Adirondack Community Action Programs, Inc.'s Head Start program. The agreement will commence July 1, 2020 and will continue for a period of 3 years through June 30, 2023. The annual rent paid to Clinton-Essex-Warren-Washington BOCES by Adirondack Community Action Programs, Inc. for the contract term of July 1, 2020 to June 30, 2021 shall be \$23,550; for the contract term of July 1, 2021 to June 30, 2022 the rent shall be \$24,000; for the contract term of July 1, 2022 to June 30, 2023 the rent shall be \$24,450. (Management Services) (attached)

ENC. 10

Recommend that the Board approve the following Change Order Authority:

That the Board authorize the District Superintendent to approve and sign all change orders up to \$35,000 for SED approved capital projects. (Administration)

ENC. 1

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

DRAFT

DATE: May 13, 2020
KIND OF MEETING: Regular Board Meeting
PLACE: Remote Via Webex Event (Video & Transcription will be available on CVES Website upon completion)

Board Members Present:

Larry Barcomb
Leisa Boise
Patricia Gero
Linda Gonyo-Horne
Richard Harriman, Sr.
Donna LaRocque
Ed Marin
Thomas McCabe
Bruce Murdock
Lori Saunders
Doug Spilling
Michael St. Pierre
Scott Thurber (*left meeting at 8:22 p.m.*)

Board Members Absent:

Evan Glading
Richard Malaney

District Superintendent:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Others Present:

Eric Bell
Michele Friedman
Teri Calabrese-Gray
Matthew Slattery
Alex St. Pierre
Amanda Zullo

MEETING TO ORDER

The Board President called the meeting to order at 6:40 p.m.

BOARD MEMBER APPOINTMENT

Mr. Murdock moved, seconded by Mr. Marin, that the Board appoint Mrs. Donna LaRocque to the CVES vacant Board seat through April 22, 2021. Mrs. LaRocque will sign the Oath of Office and file with the Board Clerk. All Board Members present voted yes—motion carried.

EXECUTIVE SESSION

Mr. Murdock moved, seconded by Mr. Harriman, Sr., that the Board go into Executive Session at 6:49 p.m., for the following reasons: #4 - A matter of discussion regarding proposed, pending or current litigation; #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.

In Executive Session, the District Superintendent provided the Board a brief presentation which highlighted and summarized his 2019-20 evaluation. The Board will now complete the District Superintendent's evaluation using the SuperEval online evaluation

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instrument. Second, Meghan Zedick, Esq. an attorney with Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC., shared legal advice on several contractual matters involving the Capital Project. Third, an update was provided regarding the potential PAI (Plattsburgh Aeronautical Institute) auction being planned and other relevant interest in the equipment. Fourth, a brief labor relations update was given on the upcoming negotiations with several individuals, the potential impact of State Aid cuts on BOCES staffing and shared recommendations so that CVES will meet its employee contractual obligations impacted by COVID-19. Fifth, several confidential personnel matters and recommendations were reviewed, and lastly, a matter related to a specific CV-TEC student was discussed.

Mr. Harriman, Sr. moved, seconded by Mrs. Gonyo-Horne, that the Board come out of Executive Session at 7:33 p.m. All Board Members present voted yes—motion carried.

STRATEGIC PLAN
SURVEY RESULTS

Dr. Davey introduced CVES' Assessment and Planning Coordinator, Ms. Amanda Zullo. Ms. Zullo then gave a PowerPoint presentation on the 2020 Strategic Plan Survey Results. Her presentation spotlighted several highlights including that this is CVES's 7th year of surveying CVES employees. This survey gathers annual organizational climate feedback and helps to provide input on our ongoing Strategic Plan improvement efforts. Ms. Zullo explained the changes made to the survey and questions asked this year which aligned the five priority areas identified by the District Planning Team (DPT) in the Fall of 2019. These priorities included: (1) Retaining a High-Quality Staff, (2) Communication/Services, (3) Five-Year Budgeting, (4) Professional Development, and (5) Social Emotional Learning and Mental Health. This year, 256 CVES employees participated in the survey, making this the highest participation rate yet. Numerous survey questions were reviewed and discussed, examining response trends over the past years of note and areas of continued recommended focus. This information will be shared with each division. The PPT information will be used as part of the end-of-year summary, support next year's 2020-21 strategic plan updates, and help with ongoing improvements next year in all divisions. The Board was then provided an opportunity for questions and answers and further discussion ensued.

CAPITAL PROJECT
UPDATE

Mr. Bell began the Capital Project Update by reviewing the work that has begun on the Special Education Campus and South Building at the Satellite Campus. The work includes (but is not limited to) abatement work, demolition and roofing. Contractors are active daily even though the original schedule has shifted slightly due to the COVID-19 pandemic. Primary work is being done at the Plattsburgh Main Campus to work on essential health and safety items. Project material orders have been placed early because of recent shipping delays to avoid long lead times in delivery. Mr. Bell then shared with the Board that finance rates for our component districts have recently hit a low, another positive outcome of going with the individual district financing vs. DASNY financing. This comes as a major benefit to the taxpayers of component districts. Lastly, Mr. Bell updated the Board on the current progress of the Waterline Project as well as the Fire Alarm Project ("mini" capital projects). Both the Water Line and CV-TEC door project RFPs are now out for bid. Dr. Davey reminded the Board of the alignment of our major

CONTINUED

Capital Project and the mini-capital projects to support our long-term facilities usage moving forward. It will be recommended to the Board to award contracts in June for this work which will help component districts to encumber spending this year to help with their aid flow.

AUDIT
COMMITTEE
UPDATE

Mr. Bell provided a brief update from the Audit Committee meeting held remotely earlier this evening with the External Auditors in attendance from West & Company CPAs PC. The auditors will be doing pre-audit work remotely and asked the Committee if there were any concerns or issues at this time. The Audit Committee plans to have the auditors return onsite in August for the 2019-20 audit of financial statements.

PREVIOUS
MINUTES

Mrs. Gonyo-Horne moved, seconded by Mrs. Saunders, that the Board approve the minutes of the April 8, 2020 Annual Board meeting as presented. All Board Members present voted yes—motion carried.

Mr. Murdock moved, seconded by Mrs. Boise, that the Board approve the minutes of the April 8, 2020 Regular Board meeting with the following *edit on page 7 under "Next Board Meeting"*: "The next Board meeting will be held on Wednesday, May **8 13**, 2020, (at the Yandon-Dillon Center in Mineville if social distancing is no longer in effect, otherwise the meeting is anticipated to be held remotely via Webex); more information to be provided in the monthly notice to the public. An anticipated Executive Session will begin at 6:30 p.m., with the ~~Annual and~~ Monthly meeting beginning at 7:30 p.m.". All Board Members present voted yes—motion carried.

CONSENT
AGENDA
FINANCIAL

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

CERTIFICATION
OF WARRANT

(10a) Approve the Certification of Warrant for March 30, 2020 to April 30, 2020 as presented.

TREASURER'S
REPORT

(10b) Approve the Treasurer's Report from March 31, 2020 as presented.

DONATION

(10c) Approve the following Donation:

1. Donation of miscellaneous tools and supplies from Lowe's, with an estimated value of \$159.92. This donation will benefit the Construction Trades programs at CV-TEC.

SPECIAL AID
FUND PROJECT

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

1. North Country Region Career Pathways III Program (NCRCP3P), in the amount of \$100,000 for the period of April 1, 2020 through March 31, 2021 (Pending a fully executed contract with North Country Workforce Partnership, Inc.) (CV-TEC)

BUDGETS

(10e) Approve the following Budgets for the 2020-2021 school year:

1. Summer School Aged Non-Specified Programs Budget in the amount of \$381,687 for the 2020-2021 school year (Co-Ser 940 – Special Education)
2. Summer School Aged 6:1:1 Autism Budget in the amount of \$147,817 for the 2020-2021 school year (Co-Ser 941 – Special Education)
3. Summer School Aged Intensive Therapeutic Support Program (ITSP) Budget in the amount of \$38,428 for the 2020-2021 school year (Co-Ser 943 – Special Education)
4. Summer School Aged Related Service Only Budget in the amount of \$3,162 for the 2020-2021 school year (Co-Ser 962 – Special Education)
5. Summer School Aged 1:1 T/A Budget in the amount of \$35,483 for the 2020-2021 school year (Co-Ser 964 – Special Education)
6. Summer School Aged 1:1 Nurse Budget in the amount of \$7,365 for the 2020-2021 school year (Co-Ser 965 – Special Education)
7. Summer School Aged 1:1 Aide Budget in the amount of \$246,789 for the 2020-2021 school year (Co-Ser 966 – Special Education)
8. Yandon Dillon Cafeteria Fund Regular School Year Budget in the amount of \$161,731 for the 2020-2021 school year. (CoSer 791 – School Lunch Fund)
9. William A Fritz Cafeteria Fund Regular School Year Budget in the amount of \$145,028 for the 2020-2021 school year. (CoSer 791 – School Lunch Fund)
10. William A Fritz Cafeteria Fund Extended School Year Budget in the amount of \$15,040 for the 2020-2021 school year. (CoSer 791 – School Lunch Fund)

BUDGET
INCREASES

(10f) Approve the following Budget Increases:

1. Printing & Duplicating Budget from \$445,108 to \$470,108 for the 2019-2020 school year due to unforeseen circumstances of having to order supplies due to the Governor's recent Executive Order. (CoSer 505 - ISC)
2. Capital budget from \$474,856 to \$30,324,856 for the 2019/2020 school year to accommodate for the voter approved BOCES-Wide Capital Project that has been approved by NYSED and now qualifies for BOCES Aid in 2019-2020 with the completion of a fully executed general construction contract. (Management Services - 002)

MEMORANDUM
OF AGREEMENT

(10g) Approve the following Memorandum of Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Franklin-Essex-Hamilton BOCES under which C-E-W-W BOCES will reimburse FEH BOCES for professional services rendered in connection with the Supplemental Nutrition Assistance Program Employment & Training Venture IV (SNAP ET) in an amount not to exceed \$60,000. The period of the agreement is October 1, 2019 through September 30, 2020. (CV-TEC)

FIRE ALARM
IMPROVEMENT
CAPITAL PROJECT

(10h) Approve the following project cost increase to the Fire Alarm Improvement Capital Project:

1. "Fire Alarm Improvement Capital Project at the Plattsburgh Main Campus and Yandon-Dillon Facility" total project cost from \$330,000 to \$360,000 due to additional construction costs. Original project cost approved at the December 13, 2017 Board Meeting and an approval to increase to a total of \$330,000 in project costs occurred at the June 12, 2019 board meeting. (Administration)

CHANGE ORDER

(10i) Approve the following Change Order:

1. Change Order from Johnson Controls of Williston, VT in the amount of \$28,443.69 for the "Fire Alarm Improvement Project at the Plattsburgh Main Campus and Yandon-Dillon Facility". (Administration)

CVES TOTAL
BUDGET

(10j) Approve the total CVES budget for the 2020-21 school year in the amount of \$41,098,169.00.

CONSENT
AGENDA
PERSONNEL

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

RESIGNATION
WAGNER

(12a) Approve the following letter of resignation:

1. Jennifer Wagner, Teacher Aide/Student Aide, effective May 8, 2020.

LEAVE OF
ABSENCE
BRINTON

(12b) Approve the following leave(s) of absence:

1. Marcia Brinton, Teacher Aide/Student Aide, unpaid leave of absence, effective April 28, 2020 through May 19, 2020.

TENURE
APPOINTMENTS
SPADAFORA,
BLAIR, FALVEY,
MITCHELL-

(12c) Grant Tenure to the following person(s):

1. Brittney Spadafora, Teaching Assistant, Effective September 1, 2020
2. Chad Blair, Vehicle Mechanical Repair Teacher, Effective September 1, 2020
3. Chris Falvey, Special Education Teacher, Effective September 1, 2020

BRIEHL,
BEAUDRY,
SPADAFORA,
STOFFEL, MENIA,
VALENZUELA

4. Jessica Mitchell-Briehl, Food Service Teacher, Effective September 1, 2020
5. Joanne Beaudry, Teaching Assistant, Effective September 1, 2020
6. Maria Spadafora, Allied Health Teacher, Effective September 1, 2020
7. Rhona Stoffel, Special Education Teacher, Effective September 1, 2020
8. Dr. Todd Menia, New Visions Medical Teacher, Effective September 1, 2020
9. Daniel Valenzuela, Principal, Effective September 19, 2020

PERMANENT
APPOINTMENT
MASTIC

(12d) Grant a Permanent Appointment (Civil Service) to the following person(s):

1. Michael Mastic, Groundskeeper, effective May 20, 2020.

SPECIAL
EDUCATION
SUMMER SCHOOL
STAFFING

(12e) Approve the following 2020-2021 Special Education Summer School Staffing contingent upon student need and program delivery:

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

Agnew, Sarah	WAF
Agoney, Heather	WAF
Barber, Donald	WAF
Bordeau, Tina	WAF
Brandon, Kristin	WAF
Brinton, Marcia	WAF
Brown, Jill	WAF
Calley, Chelsea	WAF
Cassavaugh, Morgyn	WAF
Cummings, Jacob	WAF
Desotell, Lisa	WAF
Desotell, Rachel T	WAF
Duell, Latalya	WAF
Dupell, Lisa	WAF
Edwards, Patti	YD
Ero-O'Neil, Barbie	WAF
Everleth, Karen A.	WAF
Fox, Jennie,	YD
Gill, Surinderpal	WAF
Goyette, Tina	YD
Hambleton, Heather	WAF
Haran, Nicole	YD
Hurley, Realelena	WAF
Imondi, Tabitha	WAF
Keech, Amy	YD
Kotsogiannis, Kathleen	WAF
Ladeau, Erin	YD
LaValley, Ashley	WAF
Lindsay, Donna	WAF
Lottie, Shelby	WAF
Manley, Julie	WAF
Montroy, Donna	WAF
Moore, Ashtyn	WAF

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Moore, Jason	WAF
Morse, Brittany	WAF
Neilly, Allison	WAF
Newell, Randa	WAF
Nichols, Kathy	WAF
Norwood, Emily	WAF
Paynter, Melodie	WAF
Plante, Leslie	YD
Pray, Johanna	WAF
Restrepo, Alyssa	WAF
Romeo, Maryssa	WAF
Rosselli, Brandy	YD
Ryan, Gillian	WAF
Salimando-Earley, Andrea	WAF
Shaw, Heather	WAF
Smith, Ciarra	WAF
Smith, Patrese	YD
Spring, Jill	WAF
Stein, Katie	WAF
Tedford, Nicole	WAF
True, Shay	WAF
Velie, Kara	WAF
Wales, Ashley	WAF
Willette, Jessica	WAF
Yelle, Stacey	WAF

Teacher, hourly rate of pay per contract

Benway, Chelsea	WAF
Brown, Ashley	WAF
Daly, Tom	WAF
Dayton, Faye	WAF
Finnegan, Brianna	WAF
Gebhart, Amanda	WAF
Haley, Jennifer	WAF
Johnson, Lyndon	YD
Lucia, Joelle	WAF
McGowan, Joan	YD
Mitchell, Sue	WAF
Montanile, Jennilee	WAF
Passno, Cherie	WAF
Rhino, Crystal	WAF
Seller, Madeline	WAF
Supinski, Ellen	WAF
Thorne, Kayla	WAF
VanAlphen, Heather	WAF
Wendling, Jordan	YD

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Teaching Assistant, hourly rate of pay per contract

Beaudry, Joanne	WAF
Bowers, Penny	Sibley
Boyea, Sheilah	WAF
Brousseau, Andrew	Sibley
Christensen, Andrea	WAF
Christian, Margaret	WAF
Comes, Penny	YD
Crafts, Amanda	Sibley
Daly, Tom	WAF
Denton, Andrea	WAF
Everleth, Todd	WAF
Finnegan, Jordan	Sibley
Fortrell, Kristin	Sibley
Gagnier, Whitney	WAF
Garrow, Becky	WAF
Geoffroy, Alix	WAF
Giroux, Maiya	Sibley
Gonyo, Jean	YD
Gough, Melissa	YD
Katzfey, Bethany	WAF
Ladue, Amy	OWS
Lamere, Jerilynn	Sibley
Lavoie, James	WAF
Leduc, Tina	WAF
Lennon, Elizabeth	Sibley
Merritt, Julie	Sibley
O'Connell, Louise	WAF
Pray, Ashley	WAF
Schmitt, Ann	Sibley
Slagenweit, Melissa	WAF
Smith, Melissa	WAF
Smith, Tammy Ann	WAF
Spadafora, Brittany	YD
Spoor, Cheryl	WAF
Tourville, Sue	WAF
Warner, Lori	WAF
Worley, Caitlyn	WAF

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

Birtz-Sisson, Laura	WAF
Lee, Christie	WAF

Speech Language Pathologist, hourly rate of pay per contract

Mitchell, Tina	WAF
Richards, Susan	WAF
Strong, Nichole	WAF

CONTINUED

School Psychologist, hourly rate of pay per contract
Anderson, James YD

School Counselor, hourly rate of pay per contract
Kim Denton WAF

School Social Worker, hourly rate of pay per contract
Mitchell, Kristen WAF

Clinical Social Worker, hourly rate of pay per contract
Perez, Toni WAF

Occupational Therapist, hourly rate of pay per contract
Baker, Rhonda WAF/YD
Conroy, Melinda WAF

Certified Occupational Therapist Assistant, hourly rate of pay per contract
Recore, Lisa WAF

Physical Therapist, hourly rate of pay per contract
Crockett, Alyssa YD
Premore, Catherine WAF

Registered Nurse, hourly rate of pay per contract
Lareau-Kemp, Shirley WAF
Plumadore, Jamie WAF
Spadafora, Maria YD

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

Food Service Helper, hourly rate of pay per contract
Daniels, Gladys
Zelinsky, Sylvia

Cook Manager, hourly rate of pay per contract
Provost, Angela

Lifeguard, hourly rate of pay per contract
Aguilar, Henry WAF

2020 SUMMER
WORK

(12f) Approve the following 2020 Summer Work:

Transition Services – From July 1, 2020 to September 2, 2020, hourly rate per contract
(Grant Funded)
Penny Bowers not to exceed 250 hours
Andrew Brousseau not to exceed 250 hours
Jordan Finnegan not to exceed 250 hours

CONTINUED

Kristin Fortrell	not to exceed 250 hours
Maiya Giroux	not to exceed 250 hours
Amy LaDue	not to exceed 250 hours
Jerilynn Lamere	not to exceed 250 hours
Betsy Lennon	not to exceed 250 hours
Julie Merritt	not to exceed 250 hours
Amanda Plympton	not to exceed 250 hours
Ann White	not to exceed 250 hours
Amanda Crafts	not to exceed 250 hours

FACILITATORS

(12g) Approve the following Facilitators for the period of July 1, 2020 through June 30, 2021:

Facilitator, \$30.00/hour

Kim Mayer
David Slater

Mrs. Donna LaRocque, Board member, congratulated all tenure appointments this evening. Dr. Davey also shared congratulations as well.

2020-21 CVES
BOARD MEETING
DATES

Mr. Harriman Sr. moved, seconded by Mrs. Saunders, that the Board approve the following CVES Board Meeting dates for the 2020-21 school year:

July 8, 2020 – Mineville
August 19, 2020 – Plattsburgh
September 9, 2020 – Mineville
October 14, 2020 – Plattsburgh
November 18, 2020 – Mineville
December 9, 2020 – Plattsburgh
January 13, 2021 – Mineville
February 10, 2021 – Plattsburgh
March 10, 2021 – Mineville
April 14, 2021 – Mineville
May 12, 2021 – Plattsburgh
June 9, 2021 – Plattsburgh

All Board Members present voted yes—motion carried.

DATA
PROTECTION
OFFICER

Mr. Harriman Sr. moved, seconded by Mrs. Boise, that the Board approve Teri Calabrese-Gray, Assistant Superintendent for Instruction and 21st Century Learning as Data Protection Officer, effective May 14, 2020 through the next annual reorganizational meeting. All Board Members present voted yes—motion carried.

COVID-19
RESOLUTION

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

WHEREAS, the current COVID-19 (Coronavirus) outbreak and subsequent effect on the State of New York has resulted in an unprecedented impact to all businesses and public entities, including the BOCES. As of March 15, 2020, a State of Emergency was declared in Clinton County in response to the COVID-19 outbreak. New York State has also established Executive Orders 202 and 202.1-202.16. The Federal government has also enacted emergency legislation and regulations which impacts BOCES operations.

THEREFORE, BE IT RESOLVED THAT: The Board recognized that County, State and Federal laws, orders, regulations and guidance have been enacted to address the COVID-19 pandemic, and where conflict exists with BOCES policies, regulations and practices, the County, State and Federal laws, orders, regulations and guidance and where a conflict exists, shall supersede BOCES policies and practices until the various States of Emergency are lifted, and the BOCES is able to resume operations with on-site staffing and in person teaching; and

IT IS FURTHER RESOLVED THAT, the District Superintendent, as the Board's designee, may take or direct any actions consistent with this resolution.

All Board Members present voted yes—motion carried.

DISTRICT SUPT.
UPDATE

Dr. Davey began his Superintendent's Update by congratulating the instructional staff and administrators who were approved for tenure this evening. He provided special recognition to Principal Daniel Valenzuela in the Special Education Division. Dr. Davey then provided updates on the following items:

The Governor's Executive Order for school closure through the end of the school year with continued remote learning, childcare and nutrition assistance. Dr. Davey is now a part of the North County Work Group, serving with business and county leaders to work together on the re-opening planning of the community. We continue to wait on more guidance on end-of-year graduations/celebrations while avoiding public gatherings. CVES is working on virtual options to celebrate extraordinary students.

Next, Dr. Davey discussed with the Board that CVES is reviewing Extended School Year (ESY) remote and in-house options, or a blend of the two in preparation of further guidance from NYSED. Dr. Davey informed the Board of the upcoming component school district votes and elections now scheduled for June 9, 2020. Districts now must mail all eligible voters absentee ballots and CVES' ISC division is working with some districts in preparation of this mailing. Current Census Data was reviewed in efforts to ramp up participation so that all residents are counted.

Lastly the following policy updates were given to the Board: 1) Data Protection Officer deals with accountably and instruction and therefore CVES recommended that Teri

CONTINUED

Calabrese-Gray be appointed; 2) New Policy “Privacy and Security for Student and Teacher and Principal Data” is under review and will need approval by July 1st, a draft was shared with the Board, as well as revisions to Policy #5512 “Parents Bill of Rights” must be made. Both policies will be recommended in June to waive the first reading and adopt; 3) Code of Conduct – June First Reading and July Public Comment with recommendation to adopt revisions. Mrs. LaRocque then asked for information regarding the 180-day calendar for CVES teaching staff and students now that the school will remain closed through the end of the year. Dr. Davey responded that information is expected to be released to all staff (including support staff) later this week and that any calendar changes will ultimately need to be adopted by individual Boards. He shared that the CVES Board will be asked to approve the adjusted 2019-20 at the June Board meeting.

EXECUTIVE
SESSION

Mr. Harriman Sr. moved, seconded by Mr. Murdock, that the Board resume Executive Session at 9:01 p.m., for the completion of the Board’s prior Executive Session discussion. All Board Members present voted yes—motion carried.

Mrs. Linda Gonyo-Horne moved, second Mr. Murdock to come out of Executive Session at 9:24 p.m. All Board Members present voted yes—motion carried.

NEXT BOARD
MEETING

The next Board meeting will be held on Wednesday, June 10, 2020, remotely via Webex with no public in-access attendance due to the Governor’s Executive Order; more information to be provided in the monthly notice to the public. An anticipated Executive Session will begin at 6:30 p.m., with the Monthly meeting beginning at 7:30 p.m.

ADJOURNMENT

Mrs. Gonyo-Horne moved, seconded by Mrs. LaRocque to adjourn the meeting at 9:26 p.m. All Board Members present voted yes—motion carried.

DRAFT

Eugene Rabideau, Board Clerk

ENC. 2

MEMO

To: Meaghan Rabideau, BOCES Board Clerk
Clinton-Essex-Warren-Washington BOCES
From: Angela Jennette, Claims Auditor
Date: June 1, 2020
Re: Report for Board Agenda for June 10, 2020 Meeting

The following warrant claims were reviewed from May 1, 2020 to, May 29, 2020:

<u>Warrant No. & Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
	**	
W #45- 05/07/2020	*Check Nos: 231173-231198**	\$ 264,157.97
W #46- 05/14/2020	*Check Nos: 231209-231279	\$ 948,452.06
W #47- 05/21/2020	*Check Nos: 231280-231319**	\$ 1,236,032.14
W #48- 05/28/2020	*Check Nos: 231330-231367	\$ 57,702.59

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

IRS-EFTPS:

PR #22- Wire #941-043020- Warrant #45;
PR #23- Wire #941-051520- Warrant #47;

Health Ins. Monthly:

Wire #HINS052020- Warrant #46;

NYS Promptax:

PR #22- Wire #NYS-043020- Warrant #45;
PR #23- Wire #NYS-051520- Warrant #47;

Omni Financial Group:

PR #23- Wire #OMN-051520- Warrant #46;
PR #24- Wire #OMN-052920- Warrant #48;

NYS Office of Comptroller ERS Retirement & Loans: PR #21&22- Wire #APR20- Warrant #45;

Health Insurance Consortium Payments:

5/4/20	\$ 875,592.59
5/11/20	\$ 833,824.41
5/18/20	\$1,753,099.70
5/26/20	\$1,100,965.26

**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>
05/06/20	Pending W#45	12618	Invoices over 3 months old.	Invoices not received from division timely.	Approved for final warrant.
05/07/20	Final W#45				\$264,157.97
05/13/20	Pending W#46	972	Service without Purchase Order or Conference Approval in place.	Oversight by division.	Approved for final warrant.
05/13/20	Pending W#46	12790	Invoice over 60 days.	Delivery invoice not sent to Accounts Payable timely.	Approved for final warrant.
05/14/20	Final W#46				\$948,452.06
05/20/20	Pending W#47	11520	Questions on if all are covered under this policy.	Will provide a report of retirees who are covered.	Removed from final warrant.
05/20/20	Pending W#47	3613	Missing Ok to Pay.	Will obtain Ok to Pay.	Removed from final warrant.
05/21/20	Final W#47				\$1,236,032.14
05/27/20	Pending W#48	11840	Missing signature.	Signature obtained.	Approved for final warrant.
05/28/20	Final W#48				\$52,702.59

**CLINTON-ESSEX-WARREN-WASHINGTON BOCES
TREASURER'S REPORT - April 30, 2020**

	Cash Balance		Cash Receipts		Cash Disbursements		Cash Balance	
	March 31, 2020	April	April	Year To Date	April	Year To Date	April 30, 2020	April 30, 2020
i. CHECKING ACCOUNTS								
<u>TD Bank - Depository</u>								
General Fund	\$ 5,551,480.98	\$ 4,545,554.78	\$ 5,990,948.05	\$ 43,320,400.65	\$ 4,106,087.71	\$ 42,118,823.37	\$ 4,106,087.71	\$ 4,106,087.71
Special Aid Fund	\$ (271,286.46)	\$ 343,930.52	\$ 171,824.19	\$ 2,124,703.05	\$ (99,180.13)	\$ 2,350,975.07	\$ (99,180.13)	\$ (99,180.13)
Trust & Agency Fund	\$ 522,904.27	\$ 54,245.12	\$ -	\$ 676,964.66	\$ 577,149.39	\$ 201,811.06	\$ 577,149.39	\$ 577,149.39
School Lunch Fund	\$ (55,759.44)	\$ 6,735.12	\$ 22,788.42	\$ 139,073.84	\$ (71,812.74)	\$ 207,192.75	\$ (71,812.74)	\$ (71,812.74)
Capital Fund	\$ (2,589,369.26)	\$ 3,183,336.21	\$ -	\$ 3,204,494.90	\$ 593,966.95	\$ 2,768,465.27	\$ 593,966.95	\$ 593,966.95
Private Purpose Trust Fund	\$ 703.00	\$ 165.00	\$ -	\$ 3,828.00	\$ 868.00	\$ 2,960.00	\$ 868.00	\$ 868.00
<u>TD Bank - Operating</u>								
General	\$ 367,387.57	\$ 2,950,215.31	\$ 3,014,760.12	\$ 42,161,224.60	\$ 302,842.76	\$ 42,377,863.85	\$ 302,842.76	\$ 302,842.76
SAVINGS ACCOUNTS								
<u>NYCLASS</u>								
BOCES-Wide Capital Project	\$ 2,862,919.96	\$ 1,522.16	\$ -	\$ 1,789,627.90	\$ 2,864,442.12	\$ 293,200.00	\$ 2,864,442.12	\$ 2,864,442.12
Trust Fund Non-Expendable	\$ 11,956.86	\$ 6.37	\$ -	\$ 159.81	\$ 11,963.23	\$ -	\$ 11,963.23	\$ 11,963.23
Private Purpose Trust Fund	\$ 10,856.23	\$ 5.74	\$ -	\$ 601.53	\$ 10,861.97	\$ 416.40	\$ 10,861.97	\$ 10,861.97
TOTAL CASH ON HAND	\$ 6,411,793.71			\$ 93,421,078.94	\$ 8,297,189.26	\$ 90,321,707.77	\$ 8,297,189.26	\$ 8,297,189.26

ii. RECONCILIATION TO BANK STATEMENTS

	April 30, 2020	April 30, 2020	Less: Outstanding	April 30, 2020
	Bank Balance	Add: Deposits in Transit	Checks	Cash Balance
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 588,442.38	\$ -	\$ (285,599.62)	\$ 302,842.76
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 5,107,079.18	\$ -	\$ -	\$ 5,107,079.18
NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT	\$ 2,864,442.12	\$ -	\$ -	\$ 2,864,442.12
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 699.29	\$ -	\$ -	\$ 699.29
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 700.05	\$ -	\$ -	\$ 700.05
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,963.23	\$ -	\$ -	\$ 11,963.23
NYCLASS - SAVINGS, DONALD W. COGSWELL SCHOLARSHIP	\$ 460.78	\$ -	\$ -	\$ 460.78
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 2.10	\$ -	\$ -	\$ 2.10
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 8,999.75	\$ -	\$ -	\$ 8,999.75
TOTAL CASH ON HAND	\$ 8,297,189.26			\$ 8,297,189.26

GENERAL FUND INTEREST RECEIVED 7/01/19 - 4/30/20 \$ 30,534.35
 CAPITAL FUND INTEREST RECEIVED 7/01/19 - 4/30/20 \$ 40,278.19

PREPARED BY:



Christine Myers, District Treasurer

DATED:


6/3/20

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

FOR THE PERIOD 04/01/2020 TO 04/30/2020

TITLE OF ACCOUNT	BAL. ON HAND BEG. OF YEAR	BAL. ON HAND BEG. OF MONTH	RECEIPTS FOR MONTH	TOTAL FOR MONTH	TOTAL EXPEND. FOR MONTH	BALANCE ON HAND
SKILLS USA - PLATTSBURGH	9,522.28	3,262.14	510.00	3,772.14	0.00	3,772.14
SKILLS USA - MINEVILLE	1,479.35	1,854.63	0.00	1,854.63	0.00	1,854.63
NO. COUNTRY LOGGERS	616.98	616.98	0.00	616.98	0.00	616.98
REFLECTIONS	497.64	503.14	0.00	503.14	0.00	503.14
LPN CLASS	1,171.58	2,500.01	0.00	2,500.01	0.00	2,500.01
RAZOR'S EDGE	985.07	1,179.97	0.00	1,179.97	0.00	1,179.97
SALES TAX	7.78	0.00	0.00	0.00	0.00	0.00
TOTAL	14,286.18	9,916.87	510.00	10,426.87	0.00	10,426.87

4/30/2020 Bank Balance \$ 10,426.87
 Add: Deposits in Transit \$ -
 Less: Outstanding Checks \$ -
 4/30/2020 Balance on Hand \$ 10,426.87


 COLBY SISKAVICH, EXTRACLASSROOM TREASURER
 5/15/2020
 DATE



RECEIVED

MAY 27 2020

**Request for Special Aid Project Operation/Continuation OF DISTRICT SUPT.
Expenditure Report CEWW/BOCES**

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

Date:

Special Aid Project Name:

Special Aid Project Code #:

Special Aid Project Term: From To:

Anticipated Award Amount:

Period Requesting Continuation (90 Days Max)

From: To:

Approvals Received:

Award Notification

Contract Signed by CEWS Sent to Greater

Additional Comments on Approval Status

Board Approval On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days
12x (certified salaries)	\$194,478.00		\$40,478.00
16x (support salaries)	\$33,890.00		\$6,873.00
200 (equipment)			
3xx (supplies)	\$14,647.00		\$2,000.00
365 (supplies greater than \$500.00)			
6xx (contract)	\$60,000.00		\$20,000.00
46x (travel)	\$8,000.00		\$2,000.00
490 (BOCES/School Districts)	\$15,000.00		\$5,000.00
8xx (Fringe Benefits)	\$100,950.00		\$25,340.00
95x (O & M)			
9xx (Indirect Costs)	\$6,182.00		
Total	\$433,347.00		\$101,792.00

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

Description of Anticipated Expenses

15K (Certified Salaries)	Salaries and summer salary for 90 days to continue project
16K (Support Salaries)	Salaries for 90 days to continue project plus one month time sheet for Dana Green
200 (Equipment)	
32K (Supplies)	Supplies necessary to continue EPE program
30K (Supplies greater than \$500)	
43K (Contractors)	Rent, DSL, phone, copier and other contractual expenses
40K (Travel)	Travel to attend EPE related meetings, trainings, and satellite sites
45K (ROCB/ School Districts)	Printing of FT Mask Packets and mailings
80K (Fringe Benefits)	Fringe Benefits for 90 days to continue project. TRS 4,153; HRS 557; FICA 3,693; Health 16,140; Comp 339; Unemp 98

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

Project Coordinator Signature: Catherine Anno Date 5/19/20 [Redacted]

Approval Signatures:

Division Supervisor: <u>Catherine Anno</u>	Date: <u>5/19/20</u>
Division Director: <u>Michelle M. Friedman</u>	Date: <u>5/19/20</u>
Project Accountant: <u>Jessie L. L.</u>	Date: <u>5/19/2020</u>
Asst. Sup. of Mgmt. Services: <u>Eric Bell</u>	Date: <u>5/25/2020</u>
Director Superintendent: <u>[Signature]</u>	Date: <u>5/27/2020</u>



1585 Military Turnpike, PO Box 455 Plattsburgh, NY 12901

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date

Special Aid Project Name:

Special Aid Project Coder #:

Special Aid Project Term: From: To:

Anticipated Award Amount:

RECEIVED

MAY 27 2020

Period Requesting Continuation (90 Days Max)

From: To:

Approvals Received: **OFFICE OF DISTRICT SUPT. CEWW BOCES**

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Antioipated Total Budget	Expenditures to Date	Antioipated Expenditures during the next 90 days **
15x (certified salaries)	\$39,414.00		\$9,046.00
16x (support salaries)	\$1,375.00		\$344.00
200 (equipment)			
3xx (supplies)			
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	\$56.00		
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$18,448.00		\$4,825.00
95x (O & M)			
9xx (Indirect Costs)	\$889.00		
Total	\$60,182.00		\$14,215.00

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

Description of Anticipated Expenses

15X (Certified Salaries)	Salaries and summer daily pay 90 days to continue project
16X (Support Salaries)	Salaries for 90 days to continue project.
200 (Equipment)	
32X (Supplies)	
305 (Supplies greater than \$500)	
42X (Contractual)	
46X (Travel)	
490 (BOCES/ School Districts)	
80X (Fringe Benefits)	Fringe Benefits for 90 days to continue project. TRS 929; ERS 48; FICA 722; Health 3.012; Comp 73; Unemp 21

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

Project Coordinator Signature: Catherine Ann Date 5.21.20 Print Form

Approval Signatures:

Division Supervisor: <u>Catherine Ann</u>	Date: <u>5.21.20</u>
Division Director: <u>Michael Friedman</u>	Date: <u>5.21.2020</u>
Project Accountant: <u>Jessie Lee</u>	Date: <u>5/26/2020</u>
Asst. Supv. of Mgmt Services: <u>Eric Bell</u>	Date: <u>5/26/2020</u>
District Superintendent: <u>Jeffrey Ed.D.</u>	Date: <u>5/27/2020</u>

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 5/26/20

Special Aid Project Name: WIOA Title II & WEP Funding, Corrections Education and Other Institutionalized Education

Special Aid Project Coser #: 995

Special Aid Project Term: From: 07/01/2020 To: 6/30/2021

Anticipated Award Amount: \$405,147.00

Period Requesting Continuation (90 Days Max)

From: 7/1/2020 To: 09/30/2020

Approvals Received:

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

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$200,328.00		\$40,063.00
16x (support salaries)	\$47,950.00		\$11,987.00
200 (equipment)			
3xx (supplies)	\$30,839.00		\$3,000.00
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	\$18,911.00		\$5,000.00
490 (BOCES/School Districts)	\$4,000.00		\$1,000.00
8xx (Fringe Benefits)	\$97,191.00		\$23,931.00
95x (O & M)			
9xx (Indirect Costs)	\$5,928.00		
Total	\$405,147.00		\$84,981.00

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

Description of Anticipated Expenses

15X (Certified Salaries)	Salaries and summer days for 90 days to continue project
16X (Support Salaries)	Salaries for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	Supplies necessary to continue project
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	Travel to attend project related meetings, trainings, and satellite sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe Rates for 90 days to continue project. TRS 4,109; ERS 1,644; FICA 3,983; Health 13,695; Comp 393; Unemp 107

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

Project Coordinator Signature: Catherine Amour Date 5/26/20

RECEIVED

MAY 29 2020

Approval Signatures:

Division Supervisor: <u>Catherine Amour</u>	Date: <u>5/26/20</u>
Division Director: <u>Michelle McFriedman</u>	Date: <u>5/26/2020</u>
Project Accountant: <u>Jessie Lee</u>	Date: <u>5/27/20</u>
Asst. Supt. of Mgmt Services: <u>Eric Bell</u>	Date: <u>5/27/2020</u>
District Superintendent: <u>[Signature]</u> , ed.D.	Date: <u>5/29/2020</u>

OFFICE OF DISTRICT SUPP
CEWW BOCES

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 5/27/20

Special Aid Project Name: Basic Literacy - JCEO

Special Aid Project Coser #: 996

Special Aid Project Term: From: 07/01/2020 To: 6/30/2021

Anticipated Award Amount: \$125,000.00

Period Requesting Continuation (90 Days Max)

From: 07/01/2020 To: 09/30/2020

Approvals Received:

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

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$70,249.00		\$14,271.00
16x (support salaries)	\$2,750.00		\$687.00
200 (equipment)			
3xx (supplies)	\$5,417.00		\$2,000.00
305 (supplies greater than \$500.00)			
4xx (contractual)	\$96.00		\$24.00
46x (travel)	\$2,000.00		\$1,000.00
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$42,641.00		\$10,921.00
95x (O & M)			
9xx (Indirect Costs)	\$1,847.00		
Total	\$125,000.00		\$28,903.00

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

Description of Anticipated Expenses

15X (Certified Salaries)	Salaries and summer days for 90 days to continue project
16X (Support Salaries)	Salaries for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	Supplies necessary to continue project.
305 (Supplies greater than \$500)	
4XX (Contractual)	HRA Fees
46X (travel)	Travel to attend project related meetings, trainings, conferences and satellite sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe Benefits for 90 days to continue project. TRS 1,464; ERS 95; FICA 1,147; Health 8,069; Comp 114; Unemp 32

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

Project Coordinator Signature: Catherine Amor Date 5/28/2020

RECEIVED


MAY 29 2020

Approval Signatures:

OFFICE OF DISTRICT SUPT.
CEWW BOCES

Division Supervisor:	<u>Catherine Amor</u>	Date:	<u>5/28/2020</u>
Division Director:	<u>Michelle Friedman</u>	Date:	<u>5/29/2020</u>
Project Accountant:	<u>Jessie L.C.</u>	Date:	<u>5/29/20</u>
Asst. Supt. of Mgmt Services:	<u>[Signature]</u>	Date:	<u>see Attached for Eric</u>
District Superintendent:	<u>[Signature], Ed.D.</u>	Date:	<u>5/29/2020</u>

LaClair, Jessica

From: Bell, Eric
Sent: Friday, May 29, 2020 12:56 PM
To: LaClair, Jessica
Subject: Re: 996 Continuation Request Form

Please use this email as my approval of the 996 continuation request. I am unable to digitally sign the document at this time.

Regards,

Eric Bell
Assistant Superintendent of Management Services

From: LaClair, Jessica <laclair_jessica@cves.org>
Sent: Friday, May 29, 2020 12:40 PM
To: Bell, Eric
Subject: FW: 996 Continuation Request Form

From: LaClair, Jessica
Sent: Thursday, May 28, 2020 3:36 PM
To: Bell, Eric <bell_eric@cves.org>
Subject: 996 Continuation Request Form

Eric,

I attached the 996 Continuation Request form for your approval.

Thank you.

Jessica LaClair
Accountant
CEWW-BOCES
PO Box 455
Plattsburgh, NY 12901
(518) 561-0100 x 215
Laclair_jessica@cves.org

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date

Special Aid Project Name:

Special Aid Project Coscr #:

Special Aid Project Term: From: To:

Anticipated Award Amount:

Period Requesting Continuation (90 Days Max)

From: To:

Approvals Received:

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$70,347.00 ✓		\$14,369.00 ✓
16x (support salaries)	\$2,750.00 ✓		\$687.00 ✓
200 (equipment)			
3xx (supplies)	\$6,398.00 ✓		\$1,000.00 ✓
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	\$1,000.00 ✓		\$1,000.00 ✓
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$42,658.00 ✓		\$10,939.00 ✓
95x (O & M)			
9xx (Indirect Costs)	\$1,847.00 ✓		
Total	\$125,000.00 ✓		\$27,995.00 ✓

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

Description of Anticipated Expenses

15X (Certified Salaries)	Salaries and summer days for 90 days to continue project
16X (Support Salaries)	Salaries for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	Supplies necessary to continue project
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	Travel to attend project related meetings, trainings, conferences and satellite sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe Benefits for 90 days to continue project. TRS 1,474; ERS 95; FICA 1,154; Health 8,069; Comp 115; Unemp 32

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

RECEIVED

Project Coordinator Signature: Catherine Arvo Date 5/28/20

Print Form 292020

Approval Signatures:

OFFICE OF DISTRICT SUPT.
CEWW BOCES

Division Supervisor: <u>Catherine Arvo</u>	Date: <u>5/28/20</u>
Division Director: <u>[Signature]</u>	Date: <u>5.28.2020</u>
Project Accountant: <u>[Signature]</u>	Date: <u>5/29/20</u>
Asst. Supt. of Mgmt Services: <u>[Signature]</u>	Date: <u>see attached for Eric</u>
District Superintendent: <u>[Signature]</u>	Date: <u>5/29/2020</u>

LaClair, Jessica

From: Bell, Eric
Sent: Friday, May 29, 2020 12:56 PM
To: LaClair, Jessica
Subject: Re: 997 Continuation Request Approval

Please use this email as my approval of the 997 continuation request. I am unable to digitally sign the document at this time.

Regards,

Eric Bell
Assistant Superintendent of Management Services

From: LaClair, Jessica <laclair_jessica@cves.org>
Sent: Friday, May 29, 2020 12:39 PM
To: Bell, Eric
Subject: FW: 997 Continuation Request Approval

From: LaClair, Jessica
Sent: Friday, May 29, 2020 8:52 AM
To: Bell, Eric <bell_eric@cves.org>
Subject: 997 Continuation Request Approval

Eric,

Please find the attached Continuation Request Form for your approval.

Thank you.

Jessica LaClair
Accountant
CEWW-BOCES
PO Box 455
Plattsburgh, NY 12901
(518) 561-0100 x 215
Laclair_jessica@cves.org

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 05/20/2020

Special Aid Project Name: Perkins V

Special Aid Project Coser #: 954

Special Aid Project Term: From: July 1, 2020 To: June 30, 2021

RECEIVED

Anticipated Award Amount: \$121,283.00

Period Requesting Continuation (90-Days Max)

From: 7/1/20 To: 9/30/20

MAY 27 2020

Approvals Received:

Award Notification

Contract Signed by CVRS Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

OFFICE OF DISTRICT SUPT.
CEWW BOCES

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$98,940.00	0.00	\$11,258.00
16x (support salaries)	0.00	0.00	0.00
200 (equipment)	0.00	0.00	0.00
5xx (supplies)	\$651.00	0.00	\$100.00
305 (supplies greater than \$500.00)	0.00	0.00	0.00
4xx (contractual)	\$21,340.00	0.00	0.00
46x (travel)	\$5,900.00	0.00	\$200.00
490 (BOCES/School Districts)	0.00	0.00	0.00
8xx (Fringe Benefits)	\$25,640.00	0.00	\$5427.00
95x (O & M)	0.00	0.00	0.00
9xx (Indirect Costs)	\$1,792.00	0.00	0.00
Total	\$121,283.00	\$0.00	16,985.⁰⁰

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

Description of Anticipated Expenses

15X (Certified Salaries)	The grant includes three (3) months of salaries for: 0.10 FTE Academic Coordinator, and 0.25 Work-Based Learning Coordinator, one (1) month of salaries for 0.10 FTE Math teacher, a second Math teacher, a Special Education teacher, a second Special Ed. teacher, and a 0.20 FTE teaching assistant.
16X (Support Salaries)	
200 (Equipment)	
3XX (Supplies)	This grant includes funds for supplies so a minimal amount (\$100) has been requested to cover the cost of any necessary items at the beginning of the school year.
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	This grant includes funds for travel so a minimal amount (\$200) has been requested to cover the cost of any necessary travel for the two (2) Coordinators over the three (3) months at the beginning of the fiscal school year.
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Three (3) months of Health benefits are being requested for all salaries: \$3303. Three (3) months of fringe benefits for the two (2) Coordinators: FICA= \$595; TRS=\$797; WC=\$59; UI=\$16. And one (1) month of fringe benefits for 10-month employees: FICA=\$223; TRS=\$298; WC=\$22; UI=\$6

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

Project Coordinator Signature: *Colleen Lepore* 05/20/2020 [Redacted]

Approval Signatures:

Division Supervisor: <u><i>Adrienne [Signature]</i></u>	Date: <u>5/20/2020</u>
Division Director: <u><i>Michelle Friedman</i></u>	Date: <u>5/26/2020</u>
Project Accountant: <u><i>Anna [Signature]</i></u>	Date: <u>5/22/2020</u>
ASST. Supt. / Mgmt. Svcs. / School Business Official: <u><i>Eric Bell</i></u>	Date: <u>5/25/2020</u>
District Superintendent: <u><i>[Signature]</i></u>	Date: <u>5/27/2020</u>

ENC. 7

CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2020 through June 30, 2021.

Joseph Lavorando is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. **RETAINER:** Joseph Lavorando is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. Joseph Lavorando shall perform the SERVICES described above, all such SERVICES being the responsibility of Joseph Lavorando and those in the Joseph Lavorando's employ.
3. Joseph Lavorando is free to devote his attention to the SERVICES as he sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Joseph Lavorando represents and warrants that neither Joseph Lavorando nor any of Joseph Lavorando's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Joseph Lavorando agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references.
6. Joseph Lavorando shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. **INSURANCE:** Joseph Lavorando agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
8. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Joseph Lavorando's fee shall be all inclusive, and shall be limited to \$125.00 per hour and paid as follows: BOCES will render payment within 30 days after receipt of Joseph Lavorando's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by Joseph Lavorando to the project.

9. INDEPENDENT CONTRACTOR: Joseph Lavorando is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. PUBLIC RETIREES: Joseph Lavorando agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. RESPONSIBILITY FOR TAXES: BOCES will provide Joseph Lavorando with Internal Revenue Service Form 1099. Joseph Lavorando is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to the Joseph Lavorando or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by Joseph Lavorando of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Joseph Lavorando to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Joseph Lavorando.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2020.

Date: _____

Date: 5-26-2020

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

Joseph Lavorando
Attorney At Law

By: _____

By:  _____

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

(Joseph Lavorando/Attorney at Law)

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2020 through June 30, 2021.

Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. **RETAINER:** Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP shall perform the SERVICES described above, all such SERVICES being the responsibility of Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP and those in the Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP's employ.
3. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP is free to devote their attention to the SERVICES as they see fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP represents and warrants that neither Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP nor any of Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references.
6. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. **INSURANCE:** Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
8. **FEEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP's fee shall be all inclusive,

and shall be limited to \$215.00 per hour for partners, \$185.00 per hour for associates, and paid as follows: BOCES will render payment within 30 days after receipt of Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP to the project.

9. INDEPENDENT CONTRACTOR: Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. PUBLIC RETIREES: Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. RESPONSIBILITY FOR TAXES: BOCES will provide Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP with Internal Revenue Service Form 1099. Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP.


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2020.

Date: 5/29/2020

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

By: _____

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

Date: 

Hogan, Sarzynski, Lynch, DeWind,
& Gregory, LLP

By: _____

(Consultant/ Independent Contractor)

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

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2020 through June 30, 2021.

Harris Beach, PLLC is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. **RETAINER:** Harris Beach, PLLC is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. Harris Beach, PLLC shall perform the SERVICES described above, all such SERVICES being the responsibility of Harris Beach, PLLC and those in the Harris Beach, PLLC's employ.
3. Harris Beach, PLLC is free to devote their attention to the SERVICES as they see fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Harris Beach, PLLC agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references, upon request.
5. Harris Beach, PLLC shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided. Disbursements including telephone charges, copies, faxes, mileage and any computer use shall be charged to the BOCES.
6. **INSURANCE:** Harris Beach, PLLC agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
7. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Harris Beach, PLLC's fee shall be all inclusive, and shall be limited to \$210 per hour for attorneys and \$100 per hour for law clerks, paralegals and legal research by Harris Beach librarian staff and paid as follows: BOCES will render payment within 30 days after receipt of Harris Beach, PLLC's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by Harris Beach, PLLC to the project.

8. INDEPENDENT CONTRACTOR: Harris Beach, PLLC is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
9. PUBLIC RETIREES: Harris Beach, PLLC agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
10. RESPONSIBILITY FOR TAXES: BOCES will provide Harris Beach, PLLC with Internal Revenue Service Form 1099. Harris Beach, PLLC is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
11. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
12. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
13. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to the Harris Beach, PLLC or to anyone else beyond funds appropriated and available for this AGREEMENT.
14. TERMINATION: This AGREEMENT will terminate upon submission by Harris Beach, PLLC of a final product satisfactory to BOCES or upon (30) days written notice from one party to the other. BOCES reserves the right to terminate this AGREEMENT upon failure of Harris Beach, PLLC to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Harris Beach, PLLC.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2020.

Date: _____

Clinton-Essex-Warren-Washington

By: _____

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

Date: 5-27-20

Harris Beach, PLLC

By: _____

(Consultant/ Independent Contractor).

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

AGREEMENT by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law, with an office and place of business at 1 Washington Street, Glens Falls NY, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2020 through June 30, 2021.

Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. **RETAINER:** Bartlett, Pontiff, Stewart & Rhodes, P.C. , Attorney at Law is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. Bartlett, Pontiff, Stewart & Rhodes, P.C. , Attorney at Law shall perform the SERVICES described above, all such SERVICES being the responsibility of Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law and those in the Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law's employ.
3. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law is free to devote their attention to the SERVICES as they see fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law represents and warrants that neither Bartlett, Pontiff, Stewart & Rhodes, P.C. , Attorney at Law nor any of Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references.
6. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. **INSURANCE:** Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
8. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made.

Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law's fee shall be all inclusive, and shall be limited to \$250.00 per hour for attorney services, \$150.00 per hour for paralegal services, as well as any costs or disbursements, including mileage and travel related expenses, postage, photocopying and filing fees Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law may incur on BOCES behalf in connection with their representation and paid as follows: BOCES will render payment within 30 days after receipt of Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law to the project.

9. INDEPENDENT CONTRACTOR: Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. PUBLIC RETIREES: Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. RESPONSIBILITY FOR TAXES: BOCES will provide Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law with Internal Revenue Service Form 1099. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2020.

Date: _____

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

By: _____

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

Date: May 27, 2020

Bartlett, Pontiff, Stewart & Rhodes, P.C.
Attorney at Law

By: J. James Paltrow, Esq.
(Consultant/ Independent Contractor)

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

AGREEMENT by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC One Cumberland Avenue, Plattsburgh, New York, (the "School Attorney") hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: legal services and advice to assist in the administration of School business, hereinafter "SERVICES" during the period of July 1, 2020 - June 30, 2021.

School Attorney is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

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

5. School Attorney agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references.
6. School Attorney shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. **INSURANCE:** The School Attorney agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
8. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. BOCES agrees to pay the School Attorney \$195.00 per hour for attorney services and \$85.00 per hour for paralegal services performed for the period July 1, 2020 through June 30, 2021, unless this Agreement is terminated earlier as provided herein. The School Attorney shall submit an itemized bill for services performed on a quarterly basis. In addition, the School agrees to reimburse the School Attorney for the School's proportion of the annual registration fee for the NYS School Boards Legal Partners program, which permits the School Attorney cost-effective access to school law and related information for the School which is not available from any other source. School Attorney's fee shall be all inclusive, and shall be paid as follows: BOCES will render payment within 30 days after receipt of School Attorney's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. In addition to the payments to the School Attorney for services rendered, the School will pay or reimburse the School Attorney for the following expenses incurred in the performance of the School Attorney's duties.
 - (a) Photocopying, postage, and long distance phone charges incurred by the School Attorney on behalf of the School.
 - (b) Mileage for travel outside Clinton County at the rate of \$.51 per mile.
 - (c) Reasonable expenses for overnight lodging and meals while performing services for the School.
 - (d) Fees for services of legal process, court filing fees, witness fees, and other such costs and charges as are reasonably necessary in the pursuit of School Attorney's duties, or as may be incurred upon lawful direction of the Board of Education or its Superintendent.
10. **INDEPENDENT CONTRACTOR:** School Attorney is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
11. **PUBLIC RETIREES:** School Attorney agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
12. **RESPONSIBILITY FOR TAXES:** BOCES will provide School Attorney with Internal Revenue Service Form 1099. School Attorney is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
13. **PAYMENT:** Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an

invoice describing the SERVICES performed is a condition precedent to payment by BOCES.

14. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
15. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to the School Attorney or to anyone else beyond funds appropriated and available for this AGREEMENT.
16. TERMINATION. Either party may terminate this Agreement upon 30 days written notice to the other for any reason.
17. SPECIALTY COUNSEL. The Board reserves the right to employ additional legal counsel to represent the school district.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2020.

Date: _____

Date: _____

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

STAFFORD, OWENS, PILLER, MURNANE,
KELLEHER & TROMBLEY, PLLC

By: _____
Larry Barcomb, President

By: _____
Jacqueline M. Kelleher, Esq., Member

By: _____
Mark Davey, District Superintendent

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

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and Kelly McGinn, residing at 52 Old Dock Rd, Plattsburgh, NY 12901, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Medicaid Speech oversight which includes: quarterly provider meetings, student observations, phone conferences, and review of all Medicaid documents for Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services during the period of July 1, 2020 to June 30, 2021.

Kelly McGinn is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. **RETAINER:** Kelly McGinn is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. Kelly McGinn shall perform the SERVICES described above, all such SERVICES being the responsibility of Kelly McGinn and those in Kelly McGinn's employ.
3. Kelly McGinn is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Kelly McGinn represents and warrants that neither Kelly McGinn nor any of Kelly McGinn employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Kelly McGinn agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT.
6. Kelly McGinn shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. **INSURANCE:** Kelly McGinn agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. Kelly McGinn acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.

8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Kelly McGinn's fee shall be all inclusive, and shall be limited to \$100.00 per hour. Kelly McGinn shall submit an invoice for services rendered no later than (90) days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of Kelly McGinn's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. INDEPENDENT CONTRACTOR: Kelly McGinn is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. PUBLIC RETIREES: Kelly McGinn agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. RESPONSIBILITY FOR TAXES: BOCES will provide Kelly McGinn with Internal Revenue Service Form 1099. Kelly McGinn is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to Kelly McGinn or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: BOCES reserves the right to terminate this AGREEMENT under any of the following conditions: 1) the AGREEMENT may be cancelled by BOCES without advance notice or penalty in the event of a coronavirus outbreak and/or a government declared state of emergency. In such event, BOCES shall be relieved of all further liability, except with respect to AGREEMENT SERVICES provided to BOCES by Kelly McGinn occurring on or before the cancellation date. 2) upon failure of Kelly McGinn to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Kelly McGinn. 3) the AGREEMENT may also terminate naturally upon submission by Kelly McGinn of a final product satisfactory to BOCES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this
____ day of _____ 2020.

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

Contractor

Date: _____

Date: 6/3/20

By: _____
(Larry Barcomb/Board President)

By: Kelly M McGinn
(Kelly McGinn)

Date: _____

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

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

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

BOCES desires to have certain services and activities described as follows: Management of the Adventure Based Counseling, Youth Development and Family Enrichment Program (ABC) for at-risk individuals and families associated with the Intensive Therapeutic Support Program (6:1:1) to commence on July 6, 2020 through June 30, 2021. The program entails weekly student sessions and family sessions over the course of the fiscal year. Times and dates of sessions are mutually agreed upon and may be rescheduled as such. The hourly cost of student and family sessions are all inclusive and shall not exceed \$150 per hour.

BEHAVIORAL HEALTH SERVICES NORTH, INC. is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. RETAINER: BEHAVIORAL HEALTH SERVICES NORTH, INC. is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. BEHAVIORAL HEALTH SERVICES NORTH, INC. shall perform the SERVICES described above, all such SERVICES being the responsibility of the BEHAVIORAL HEALTH SERVICES NORTH, INC. and those in the BEHAVIORAL HEALTH SERVICES NORTH, INC.'s employ.
3. BEHAVIORAL HEALTH SERVICES NORTH, INC. is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. BEHAVIORAL HEALTH SERVICES NORTH, INC. represents and warrants that neither BEHAVIORAL HEALTH SERVICES NORTH, INC. nor any of BEHAVIORAL HEALTH SERVICES NORTH, INC.'s employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. BEHAVIORAL HEALTH SERVICES NORTH, INC. agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT.
6. BEHAVIORAL HEALTH SERVICES NORTH, INC. shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.

7. INSURANCE: BEHAVIORAL HEALTH SERVICES NORTH, INC. agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. BEHAVIORAL HEALTH SERVICES NORTH, INC. acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.
8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. BEHAVIORAL HEALTH SERVICES NORTH, INC.'s fee shall be ALL INCLUSIVE, AND SHALL BE LIMITED TO \$150.00 per hour. Behavioral Health Services North, Inc. shall submit an invoice for services rendered no later than 90 days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of BEHAVIORAL HEALTH SERVICES NORTH, INC.'s invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. INDEPENDENT CONTRACTOR: BEHAVIORAL HEALTH SERVICES NORTH, INC. is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. PUBLIC RETIREES: BEHAVIORAL HEALTH SERVICES NORTH, INC. agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. RESPONSIBILITY FOR TAXES: BOCES will provide BEHAVIORAL HEALTH SERVICES NORTH, INC. with Internal Revenue Service Form 1099. BEHAVIORAL HEALTH SERVICES NORTH, INC. is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to the BEHAVIORAL HEALTH SERVICES NORTH, INC. or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: BOCES reserves the right to terminate this AGREEMENT under any of the following conditions: 1) the AGREEMENT may be cancelled by BOCES without advance notice or penalty in the event of a coronavirus outbreak and/or a government declared state of emergency. In such event, BOCES shall be relieved of all further liability,

except with respect to AGREEMENT SERVICES provided to BOCES by the BEHAVIORAL HEALTH SERVICES NORTH, INC. occurring on or before the cancellation date. 2) upon failure of BEHAVIORAL HEALTH SERVICES NORTH, INC. to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by CONSULTANT/CONTRACTOR. 3) the AGREEMENT may also terminate naturally upon submission by the BEHAVIORAL HEALTH SERVICES NORTH, INC. of a final product satisfactory to BOCES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2020.

Date: _____

Date: 06/03/2020

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

BEHAVIORAL HEALTH SERVICES

By: _____
Larry Barcomb/Board President

By: 
(Behavioral Health Services North, Inc.)

Mark Lukens, President & CEO

By: _____
Mark Davey/District Superintendent

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

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

BOCES desires to have certain services and activities described as follows: BOCES ("ACE® Client") as an implementation site for the Autism Curriculum Encyclopedia® (ACE®) program; hereinafter "SERVICES." Beginning on July 1, 2020 ("Commencement Date") through June 30, 2021, NECC will provide access for up to 30 students targeted for the ACE application (subject to change based on student population). The ACE access fee for this number of students varies per month based on the number of students participating. The charges per month are outlined in Fees and Charges. Additional students can be added for an additional fee, with the agreement of the ACE® Client and NECC.

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

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

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

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

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

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

NECC is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. RETAINER: NECC is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. NECC shall perform the SERVICES described above, all such SERVICES being the responsibility of NECC and those in NECC's employ.
3. NECC is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. NECC represents and warrants that neither NECC nor any of NECC's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. NECC agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references.
6. NECC shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. INSURANCE: NECC agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. NECC acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.
8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. ACE® Client may request to add or remove students by having one of the approved staff members (listed on the ACE client setup form) contact the ACE helpdesk. ACE® Client will always be billed for the full first month that any student joins the ACE application. Accordingly, ACE® Client will not be billed for the month in which any of those students is removed. ACE application content should only be used for students who have an ACE application account.

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

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

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

9. INDEPENDENT CONTRACTOR: NECC is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. PUBLIC RETIREES: NECC agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. RESPONSIBILITY FOR TAXES: BOCES will provide NECC with Internal Revenue Service Form 1099. NECC is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to NECC or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: BOCES reserves the right to terminate this AGREEMENT under any of the following conditions: 1) the AGREEMENT may be cancelled by BOCES without advance notice or penalty in the event of a coronavirus outbreak and/or a government declared state of emergency. In such event, BOCES shall be relieved of all further liability, except with respect to AGREEMENT SERVICES provided to BOCES by NECC occurring on or before the cancellation date. 2) upon failure of NECC to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by NECC. 3) either party may terminate this AGREEMENT with a written notice of at least 90 days before the termination date. 4) the AGREEMENT may also terminate naturally upon submission by NECC of a final product satisfactory to BOCES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this
____ day of _____, 2020.

Date: _____


Date: 6/3/2020

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

By: _____
Larry Barcomb/Board President

By: _____
Mark Davey/District Superintendent

CONTRACTOR/CONSULTANT

By:  _____
The New England Center for Children

ENC. 9

AGREEMENT

LEASE AGREEMENT (hereinafter the "Agreement") made this ___ day of _____ 2020 by and between **ADIRONDACK COMMUNITY ACTION PROGRAMS, INC.**, an organization existing under and by virtue of laws of the State of New York, with an office and place of business at 7572 Court Street, Suite 2, PO Box 848, Elizabethtown, New York 12932 (hereinafter "**ACAP**") 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 referred to as **CHAMPLAIN VALLEY EDUCATIONAL SERVICES, or "CVES"**) (**ACAP** and **CVES** are collectively referred to herein as the "Parties").

RECITALS

- A. **CVES** is duly organized and existing under the laws of the State of New York and maintains a campus located at Mineville, New York.
- B. **ACAP** wishes to operate its **HEAD START** program at the Mineville Campus. In order to achieve this goal, it is necessary that classroom space at **CVES MINEVILLE** campus be available to accommodate the needs of the **ACAP HEAD START** program.

For and in consideration of the Premises and the mutual covenants hereinafter contained, the parties do mutually agree as follows:

ARTICLE I LEASED PREMISES

- 1.1 **CVES** hereby agrees to lease to **ACAP** classroom space identified as Room #36 at the Mineville Campus (hereinafter referred to as "**Premises**"). The cafeteria will be made available to **ACAP** for use at a mutually agreed upon schedule. As scheduling allows, and as will be determined annually by the **CVES** Mineville building principal, the gymnasium and the physical/occupational therapy room may be made available to **ACAP**, at no additional rental cost.

ARTICLE II TERM

- 2.1 The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2023 (the "**Contract Term**") for the Premises located at the Mineville Campus.
- 2.2 Should **ACAP** continue to utilize the premises beyond the June 30, 2023 termination date, then such additional period shall be subject to the consent of **CVES** for any additional rental period. Rent shall be apportioned for the additional period based on the monthly rental

stated in Article III herein.

ARTICLE III RENTAL

- 3.1 **Base Rent:** ACAP shall pay CVES base rent (the “Rent”) for the Premises in the amount of:

twenty-three thousand five hundred fifty dollars (\$23,550) for 2020-2021

twenty-four thousand dollars (\$24,000) for 2021-2022

twenty-four thousand four hundred fifty dollars (\$24,450) for 2022-2023

for use of the facility for the contract term July 1, 2020 to June 30, 2023. Rent shall be paid on a monthly basis in advance on the first day of each month during the lease term. The rental includes the cost of custodial and maintenance services consistent with the services provided by CVES’ custodial staff for CV-TEC and Special Education Divisions. If ACAP requests additional custodial services, CVES will attempt to accommodate the requests (subject to the availability of custodial staff). Related costs of providing additional services will become the obligation of ACAP, in addition to the rental payments due.

- 3.2 ACAP shall use and occupy the Premises for activities customarily related to ACAP’s Head Start program.
- 3.3 ACAP shall have access to the Premises during the dates and school hours as established by CVES’ Board of Education and communicated by the Principal of the Mineville campus.
- 3.4 ACAP may request that the Premises be accessible at a time other than those dates and times established by CVES. These requests will be directed to the Principal of the Mineville campus at least 72 hours in advance of the required time and every attempt will be made to accommodate the requests (subject to the availability of custodial staff). The related costs in providing access will become an obligation of ACAP in addition to the rental payments due in Paragraph 3.2. CVES’ policies require custodial staff to be present at all times when the buildings are occupied. A determination of any such request will be made in accordance with existing policies of the CVES Board of Education.

ARTICLE IV SITE AND USE OF PREMISES

- 4.1 ACAP hereby confirms that the demised Premises are to be utilized for the purpose of administering a Head Start program. ACAP shall comply with all applicable local, state, and federal laws, rules, guidelines, regulations and CVES’ Board of Education policies governing its use of the Premises for the operation of its program. ACAP further confirms and certifies that it currently is authorized under local, state or federal law to operate a Head Start program in Essex County of the State of New York.

- 4.2 All **ACAP** employees will be required to comply with all of the rules and regulations governing their conduct while employed at the Mineville premises during the hours of operation as set forth in **CVES**' policies and procedures approved by the **CVES** Board of Education.

**ARTICLE V
ANCILLARY AND RELATED SERVICES**

- 5.1 Ancillary services to include, but not limited to telephone, internet, and e-mail access, must be provided at the expense of **ACAP**.

**ARTICLE VI
OBLIGATIONS OF CVES**

- 6.1 **CVES** will insure that the Premises leased by **ACAP** under this Agreement will have a Certificate of Occupancy.

**ARTICLE VII
REGULATORY COMPLIANCE**

- 7.1 If **CVES**' premises are subject to meet and/or pass regulatory requirements or inspections in order for **ACAP**'s Headstart program to operate, and if these requirements are above and beyond criteria currently required for **CVES** to operate, and if additional costs would be required of **CVES** to bring the premises into compliance with those that **ACAP** operates under, then all costs associated with inspections and/or associated costs required to bring the building into compliance will be the sole responsibility of **ACAP**. Prior to the incurrence of associated costs by **CVES**, **CVES** will issue an estimate of costs to **ACAP** for review and approval to ensure funding is available. **CVES** maintains the right to select the architect, contractors and overall responsibility of the oversight of the scope of the work. **ACAP** will forward payment to **CVES** prior to the work being done. If **ACAP** does not forward payment on request, **CVES** will terminate the lease pursuant to Article XIV. **ACAP** must then vacate the premises within 30 days and **ACAP** will be responsible for rent payments and Ancillary Services payments up to and including the last day that they occupy **CVES** premises. Payment is due upon receipt of invoices.
- 7.2 If **CVES** premises fail to meet the requirements of any regulatory agency that they are not currently required to meet, then **ACAP** agrees to defend, indemnify and hold harmless **CVES** and any of its directors, officers and employees and their respective successors and assigns harmless from and against any and all damages, claims, losses, liabilities, and expenses, including without limitation, reasonable legal, consulting, engineering or other expenses, which may arise out of any action, suit, claim, or proceeding seeking money

damages, injunctive relief, remedial action or any other remedy by reason of a violation or noncompliance.

ARTICLE VIII DEFAULT

- 8.1** 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 the 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 of written notice upon such party by the other party hereto specifying such failure or breach, this Agreement 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.

ARTICLE IX DESTRUCTION OF DISTRICT BUILDINGS

- 9.1** CVES shall maintain, at its cost, fire insurance upon the building(s) containing the Premises subject to this Agreement. If the building is unable to be used for the purpose set forth herein, CVES may elect to offer alternative Premises subject to acceptance by ACAP. Until the demised Premises is re-occupied or alternative Premises is agreed upon by ACAP, there will be a pro-rated adjustment of the rental charge based on the number of days ACAP occupies the demised Premises during the Agreement term.

ARTICLE X HEADSTART EMPLOYEES AND AGENTS

- 10.1** The employees and agents of ACAP who occupy and/or utilize the Premises and other CVES property under this Agreement shall not be considered employees of CVES. Accordingly, ACAP shall indemnify and hold CVES harmless from any and all damages incurred by CVES, including reasonable fees and costs, resulting from the actions or inactions of ACAP employees and/or agents.

ARTICLE XI INSURANCE

- 11.1** At all times throughout this Agreement, ACAP shall, at its sole cost and expense, maintain or cause to be maintained, a Workmen's' Compensation insurance, and each other form of insurance that ACAP is required by law to provide, covering loss resulting from injury,

sickness, disability or death of employees of **ACAP** who are located at or assigned to the Premises. This coverage shall be in effect from and after the Occupancy Date.

- 11.2** At all times throughout this Agreement, **ACAP** shall, at its sole cost and expense, maintain or cause to be maintained insurance protecting **ACAP** against loss or losses from liability imposed by law or assumed in any written contract and arising from personal injury, including bodily injury or death, or damage to the property of others caused by an accident or occurrence with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage) and with a blanket excess liability coverage in an amount not less than \$2,000,000 protecting **ACAP** against any loss or liability or damage for personal injury including bodily injury or death, or property damage.
- 11.3** All insurance required by this section shall be procured and maintained in financially sound and generally recognized responsible insurance companies which are at least A.M. Best rated "secured" New York State licensed insurers. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those to which **ACAP** is engaged. All policies of insurance required hereof shall provide for at least thirty (30) days prior written notice of restriction, non-renewal, cancellation, or modification thereof to **CVES** and **ACAP** shall provide a Certificate of Insurance on each anniversary date of this Agreement. The policies evidencing the insurance required hereof shall name **CVES** as an additional insured. The policies shall contain waivers of subrogation as against the parties hereto and their insurers and shall be in full force and effect on the Occupancy Date. In the event **ACAP** fails to maintain the insurance required by this section, **CVES** may obtain such insurance and the cost thereof shall be charged to **ACAP** as additional rent.
- 11.4** **ACAP** shall maintain insurance on its personal property sufficient to one hundred (100%) percent of such personal property's value containing the waiver of Subrogation provision as set forth in paragraph 11.3 above.

ARTICLE XII INDEMNIFICATION

- 12.1** **ACAP** and **CVES** shall indemnify and save harmless the other against and from (a) any and all claims arising from (i) the conduct of business in or the management of the Premises, and any work or thing whatsoever done, or any condition created in or about the Premises during the term of this Agreement, unless caused by the other party's negligence, and (ii) any act or omission of each respective party or any of its licensees or its or their employees, agents, contractors, volunteers or invitee's, and (b) all costs, expenses and liabilities incurred, including attorney's fees, in or in conjunction with each such claim or action or proceeding brought thereon or in any way connected with **ACAP** occupancy of the Premises. In case any action or proceeding be brought against an indemnified party by reason of any such claim, the other party, upon notice from the indemnified party, shall resist and defend such action or proceeding by counsel chosen by the other party who shall be reasonably satisfactory to the indemnified party. The other party or its counsel shall keep the party to be

affected and indemnified fully apprised at all times of the status of such defense subject to the advice of such party's counsel.

- 12.2 CVES makes no representations or warranties, either express or implied, regarding the Premises except as herein specifically set forth herein.

ARTICLE XIII END OF TERM

- 13.1 ACAP acknowledges that possession of the Premises must be surrendered to CVES at the expiration or sooner termination of the term of this Agreement in the same condition received by ACAP, reasonable wear and tear excepted. ACAP agrees to indemnify and save CVES harmless against all costs, claims, loss or liability resulting from ACAP's failure to restore the leased premises to the same condition at the beginning of the lease term, reasonable wear and tear excepted, and/or the failure or the unreasonable delay by ACAP in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such failure or delay. Nothing herein contained shall be deemed to permit ACAP to retain possession of the Premises after the expiration or sooner termination of the term of this Agreement. The aforesaid provisions of this paragraph shall survive the expiration or sooner termination of the term of this Agreement.

ARTICLE XIV TERMINATION OF AGREEMENT

- 14.1 CVES in the following instances may terminate this Agreement prior to the end of the then-current term:
- A. If ACAP shall fail to make any Rent payments when due hereunder, after 30 days written notice and demand thereof to ACAP;
 - B. If ACAP fails to materially comply with or materially perform any other term, covenant, or provision of this Agreement after 30 days written notice to ACAP of said non-performance or non-compliance as the case may be;
 - C. Upon abandonment of the premises by ACAP for a period in excess of sixty (60) days;
 - D. If ACAP assigns property for the benefit of creditors, or files a voluntary petition or an involuntary petition is filed against ACAP under any bankruptcy or insolvency law, or a trustee or receiver of ACAP property is appointed, CVES may give ACAP thirty (30) days notice of cancellation of the term of this Agreement. If any of the above is not fully dismissed within thirty (30) days, the lease term shall end as of the date stated in said notice;

E. CVES shall have the option of terminating this lease at the end of any school year prior to the June 30, 2023 expiration date of the lease if it has been determined that the leased premises are necessary for CVES' own use, upon sixty (60) days written notice to ACAP; and

14.2 ACAP may terminate this Agreement prior to the end of the then-current term in the event that the U.S. Department of Health and Human Services discontinues or significantly reduces funding necessary to continue ACAP's operation at the leased premises or, for any reason withdraws its certification of ACAP's program. In this instance, the lease will terminate thirty (30) days after written receipt of such notice is received from ACAP, without further liability to either party.

ARTICLE XV REMEDIES OF CVES

15.1 In the event this Agreement is terminated on the grounds of ACAP's default:

- A. All Rent due hereunder, shall become immediately due and payable together with such reasonable expenses as CVES may incur for legal expenses, attorneys' fees, brokerage fees, or putting the Premises in good order, ordinary wear and tear excepted, preparing the same for re-rental or the expense of re-occupying the Premises for CVES' own use;
- B. CVES may commence eviction proceedings and thereafter re-let the Premises or any part or parts thereof, for a term or terms which may, at CVES' option, be less than or exceed the period which would otherwise have constituted the balance of this Agreement and may grant concessions of free rent;
- C. CVES may utilize any other remedy that may be available to it under law or equity to remove ACAP from the leased Premises or to recover monies due and owing.

ARTICLE XVI APPROVAL OF THE COMMISSIONER OF EDUCATION

16.1 The parties acknowledge that CVES 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.

16.2 The parties specifically acknowledge that this Agreement shall not be effective unless and until the same has been approved in writing by the Commissioner of Education in accordance with Section 1950 Paragraph 4.p.(a) of the Education Law and Section 155.11 of the Regulations of the Commissioner.

**ARTICLE XVII
ENTIRE AGREEMENT**

17.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties hereto.

**ARTICLE XVIII
CONSTRUCTION OF AGREEMENT**

18.1 This Agreement shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in any Court of competent jurisdiction in the County of Clinton, State of New York; the parties agree that they shall not bring an action in any other jurisdiction for interpretation, enforcement or money damages arising out of or under this Agreement.

**ARTICLE XIX
MEMORANDUM OF AGREEMENT**

19.1 CVES will, upon request of ACAP, cooperate in the filing of a Memorandum of Agreement with respect to this Agreement in accordance with Section 291-c of the Real Property Law.

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

ADIRONDAK COMMUNITY ACTION PROGRAMS, INC.

By:

Title:

Alan Jones
CEO

STATE OF NEW YORK)

SS:

COUNTY OF ESSEX)

KATHLEEN C. ROBERTSON
Notary Public, State of New York
Qualified in Essex County
NO. 01RO6149187
My Commission Expires 7/3/2022

On this 28 day of May, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Alan Jones, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the

instrument.

Kathleen C. Robertson
Notary Public

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

By: _____

LARRY BARCOMB, BOARD OF EDUCATION PRESIDENT

By: _____

MARK C. DAVEY, Ed.D, DISTRICT SUPERINTENDENT

STATE OF NEW YORK)

SS:

COUNTY OF CLINTON)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Larry Barcomb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

SS:

COUNTY OF CLINTON)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark C. Davey, Ed.D personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ENC. 11

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

<u>Invoice#</u>	<u>Date of Invoice</u>	<u>Amount</u>	<u>Program</u>
026-19A	09/21/2018	\$3,046.00	CV-TEC: LPN Tuition
027-19A	09/21/2018	\$3,405.00	CV-TEC: LPN Tuition
078-19A	09/27/2018	\$2,313.99	CV-TEC: Digital Art & Design Tuition
091-19A	09/27/2018	\$1,219.00	CV-TEC: Heavy Equipment Tuition
125-19A	10/09/2018	\$1,662.00	CV-TEC: Cosmetology Tuition
132-19A	10/09/2018	\$ 805.00	CV-TEC: LPN Tuition
200-19A	03/22/2019	\$4,418.00	CV-TEC: LPN Tuition
201-19A	03/22/2019	<u>\$1,592.00</u>	CV-TEC: Digital Art & Design Tuition
		\$18,460.99	

ENC. 12

Committees

February 12, 2020 Audit Committee Meeting Highlights (informational) (attached)

ENC. 13

Recommend that the Board approve the following letter of resignation:

1. Cody Clark, Teacher Aide/Student Aide, effective June 18, 2020

ENC. 14

Recommend that the Board approve the following leave(s) of absence:

1. Marcia Brinton, Teacher Aide/Student Aide, unpaid leave of absence, effective May 20, 2020 through July 2, 2020.
2. Randolph Patnode, Building Maintenance Worker, unpaid leave of absence, effective June 3, 2020 through June 12, 2020.

ENC. 15

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

1. Brandy Rosselli, Teacher Aide/Student Aide, effective June 13, 2020
2. Jacob Cummings, Teacher Aide/Student Aide, effective June 13, 2020
3. Angie Lecuyer, Typist, Effective July 10, 2020

ENC. 12
Champlain Valley Educational Services
Audit Committee - Meeting Minutes
February 12, 2020 - 5:00 p.m., Instructional Services Center

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

Meeting Started at 5:03 p.m.

1. Approved the minutes from December 11, 2019 Audit Committee Meeting

Motion to approve (Richard Harriman, Sr. 1st, Linda Gonyo-Horne 2nd)

2. External Audit RFP

Three firms submitted proposals under the External Audit Request for Proposals (West & Co. CPA's, Bonadio & Co. CPAs, and Marvin & Co., CPAs). Our current auditors, West & Co., CPAs submitted the low bid at \$27,500 annually for the 5-year period for the BOCES and both consortium audits. The bid was based on familiarity with our BOCES, the two consortiums, and the fact that CVES has historically been categorized as a low risk auditee. Higher fees would be expected from new firms as a full risk assessment would be required. Kudos was given to Christine Myers and management services team for having well organized financials and strong comprehension of BOCES financials as these efforts are reflected in a lower rate by the current auditors. Based on an evaluation of CVES' past history with West & Co., a quality audit has always been provided at a reasonable cost. Therefore, it is the recommendation of management to select West & Co. CPA's as the successful auditor for audits of the 2019-2020 through 2023-2024 school years. The Audit Committee unanimously agreed to recommend their appointment at the next Board meeting.

3. 2020-2021 Internal Audit - Exemption or not

Eric Bell discussed the option to again claim the annual exemption for an internal audit. Based on existing internal controls that have been reviewed as the Assistant Superintendent for Management Services, the cost/benefit of obtaining these services is costly and with other audits in place over critical services, the recommendation is to waive the requirement another year. Linda Gonyo-Horne expressed concern over the collection of moneys by faculty/staff as part of the extraclassroom activity funds and other program activities and would like to see an audit performed on this area. Mr. Bell recommended that we pursue an audit specific to this area with our internal staff and proceed with the annual exemption. The Audit Committee agreed and unanimously recommends CVES proceed with the annual exemption.

Dr. Davey recommended that annual trainings for authorized money collectors be done on a one-on-one rotating basis every other year or two. We have appropriate procedures in place, but need to ensure faculty/staff understand and comply for our internal controls to be effective.

4. 2019-2020 Reserve Plan Summary

Mr. Bell reviewed current reserve balances and existing factors that will affect the proposed methodologies to be approved by the board before year-end.

Employee Benefit Accrued Liability Reserve: Recent negotiations with the CVES NYSUT unit established a sick leave payout at retirement that will need to be accrued and possibly funded by the reserve. There will be a significant impact on this liability and reserve in the 20-21 school year due to this benefit as employees retire. It will be a recommendation to further fund this reserve by the end of the year if funds are available.

TRS Sub-Fund Reserve: A new reserve started in 2018-2019, the plan is to fund the reserve up to the annual maximum amount authorized in 2019-2020, as funds are available, approximately \$200,000.

CTE Reserve – The CTE Instructional Equipment Reserve Fund has been minimally funded under the current methodology. After 8 years of being in place, the amount in the reserve is currently \$29,000. No expenditures have been made from the reserve since it was put in place as the amount has been insufficient for the purchase of larger items. Discussions have ensued with the Audit and Budget Committees on possible revisions to the policy to have more flexibility in funding the reserve in accordance with regulations. Mr. Bell reviewed the draft proposed changes to be discussed further with the component school superintendents and for board consideration thereafter. The audit committee was supportive of the changes to the reserve language.

5. Meeting adjourned at 5:45

Approved 5/13/20 (Richard Harriman, Sr. 1st/Doug Spilling 2nd)

ENC. 16

Recommend that the Board appoint the following person(s) to a Part-Time Hourly Appointment for the 2020-21 school year:

Test Assessing Secondary Completion (TASC) Examiner, \$28.00/hour

Teri Lamora	not to exceed 100 hours
Patricia Goodell	not to exceed 50 hours

Test of Adult Basic Education (TABE) Assessments, \$28.00/hour

Gayellen Carlsson	not to exceed 40 hours
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ENC. 17

Recommend that the Board approve the following 2020-2021 Special Education Summer School Staffing Additions contingent upon student need and program delivery:

Teacher, hourly rate per contract

Roxana Palmer

ENC. 18

Recommend that the Board approve the following Additional Work for the 2019-20 school year:

Continuation of normal work year duties to support Transitional Services (Grant Funded), per diem rate of pay

Kristin Fortrell	not to exceed 35 hours
Ann Schmitt	not to exceed 35 hours
Andrew Brousseau	not to exceed 35 hours
Jerilynn Lamere	not to exceed 35 hours
Penny Bowers	not to exceed 35 hours
Julie Merritt	not to exceed 35 hours
Amy Ladue	not to exceed 35 hours

ENC. 19

Recommend that the Board approve the following 2020 Summer Work:

LPN CVPH Mandatory Orientation, per diem rate of pay

Ellen Lamora	not to exceed 1 Day
Emily LeFevre	not to exceed 1 Day
Erin Spoor	not to exceed 1 Day
Shirley Lareau- Kemp	not to exceed 1 Day

Provide continued instruction for Adult Literacy, HSE, GRASP and Job Skills Training Program, per diem rate of pay

Amy Burdo	not to exceed 25 Days
Dalton Castine	not to exceed 25 Days
Katie LaBonte	not to exceed 30 Days
Alexis Dirolf	not to exceed 25 Days

ENC. 19 CONTINUED

Bridget Snow	not to exceed 30 Days
Laura Johnson	not to exceed 20 Days
Karen Manning	not to exceed 25 Days
Tiffany Snow	not to exceed 20 Days

ENC. 20

Recommend that the Board approve the following list of Adult Education Course Instructors for the 2020-21 school year:

Adult Education, hourly rate per contract

Thomas Aubin
Lisa Banker,
Chad Blair
Shelley Bouyea
Mark Brown
Amy Burdo
Dalton Castine
Stephen Couture
Shawna DeAngelo
Alexis Dirolf
Michael Drew
Lori Ducharme
Jennifer Gero
Patricia Goodell
Dana Grant
Fred Johnson
Laura Johnson
Katie Labonte
Shirley LaReau-Kemp
Emily LeFevre
Karen Manning
Lucy Marbut
Todd Menia
Erin Meyer
Dana Poirier
Susan Richards
Thomas Rodriguez
Lance Sayward
Ann Schmitt
Tanner Senecal
Kevin Shaw
Leonard Smart
Bridget Snow
Tiffany Snow
Maria Spadafora
Dena Tedford
Dawn Waters

ENC. 20 CONTINUED

Adult Education Health Careers, hourly rate per contract

Shelley Bouyea
Catherine Chauvin
Shawna DeAngelo
Ellen Lamora
Shirley LaReau-Kemp
Emily LeFevre
Maria Spadafora
Erin Spoor
Dena Tedford

Adult Education Health Careers, \$38.00/hour

Jaimie Beggs (Plumadore)
Catherine Chauvin
Linda Facteau
Mallory Mattison
Ann Schmitt

Adult Education, \$28.00/hour

Christina Beck
Kathy Billings
GayEllen Carlsson
Scott Fairchild
Brad Kiroy
Kieran Kivlehan
Teri Lamora
Susan Levaque

ENC. 21

Recommend that the Board approve the following list of Facilitators and Scorers for the 2020-21 School Year:

Facilitators, \$30.00/hour

Melissa Adams
Athena Angelos
Elizabeth Baker
Joanne Beaudry
Bonnie Berry
John Bill
Mark Blower
Stephen Broadwell
Mark Brown
Gregory Camelo
Pete Castine
Holley Christiansen
Teresa Cioppa
Mary Clackler

ENC. 21 CONTINUED

Sanford Coakley
Brad Countermine
Theresa Crowningshield
Deborah Daly
Carol Dandrow
Jennifer Daniels
Heather Deans
Joy Demarse
Kim Denton
Cheryl Dodds
Brenda Drummond
Jennifer Dyer
Penny Favreau
Kaitlin Fielder
Theresa Fioni
Sarah Fink
Susanne Ford-Croghan
Jacquelyn Germain
Bonnie Gregware
Andrya Heller
Katherine Houseal
Kathleen Howard
Tracey Howard
Cheryl Hutchins
Karen Irwin
Paul Jebb
Anne King
Tammy LaBombard
Jackie LaPoint
Juliane LaRock
Mary Lou Leavitt
Dean Lincoln
Laurie Martin
Kim Mayer
Ann Mazzella
Christopher Mazzella
Kerry Mero
Philip Mero
Julia Miller
Jessica Mitchell-Briehl
Donald Olcott
Joanna Orr
Sonal Patel-Dame
Brigitte Phillips
Cheryl Phillips
Susan Picard
Rachel Ribis
Mary Elaine Rice

ENC. 21 CONTINUED

Joyce Rovers
Charlene Rydgren
Ann Schmitt
A. Paul Scott
James Sheffer
Rebecca Shuman
JoAnne Slater
Susan Stafford-Gough
Mary Ellen Stanton
Rhona Stoffel
Theresa Tregan
Angie Waldron
Elaine Whitcomb
Michelle Whitford
Sandra Wilkins
Paul Wisher
Donna Wyant

ELA/Math Scorers. \$20.00/hour

Elizabeth Baker
Bonnie Berry
Elizabeth Bosworth
Pete Castine
Holley Christiansen
Terri Cioppa
Mary Clackler
Deborah Daly
Carol Dandrow
Heather Deans
Joy Demarse
Cheryl Dodds
Brenda Drummond
Jennifer Dyer
Kaitlin Fielder
Theresa Figoni
Mona Goldenberg
Bonnie Gregware
Tracey Howard
Cheryl Hutchins
Karen Irwin
Paul Jebb
Anne King
Leslie LaBarge
Samantha Lavigne
Laurie Martin
Julia Miller
Cheryl Phillips
Susan Picard

ENC. 21 CONTINUED

Cheryl Pray
Mary Elaine Rice
Joyce Rovers
James Sheffer
John Sheldrake
Joanne Slater
Lori Southwick
Susan Stafford-Gough
Mary Ellen Stanton
Theresa Tregan
Angie Waldron
Elaine Whitcomb

ENC. 22

Recommend that the Board approve the following list of Substitute and Temporary-On-Call appointments for the 2020-21 school year:

<u>Name</u>	<u>Position</u>
Bonnie Berry	Administrator

ENC. 23

Recommend that the Board Waive the First Reading and adopt the following Revised Policy:

#5512 Parents Bill of Rights (attached)

ENC. 24

Recommend that the Board Waive the First Reading and adopt the following New Policy:

#TBD Data Security and Privacy Policy (attached)

ENC. 25

The Board takes notice of the following Administrative Procedure, which has been developed by the District Superintendent in consultation with our CVES attorney:

1. Data Security and Privacy FAQ (attached)

ENC. 26

The following Revised Policies were provided to the CVES Board for a First Reading:

#5300 Code of Conduct (attached)
#5600 Personal Property Accountability (attached)
#6405 Fund Balance (attached)

PARENTS BILL OF RIGHTS RELATING TO STUDENT DATA

Clinton Essex Warren Washington BOCES a/k/a Champlain Valley Educational Services (CVES BOCES) is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, the District informs the school community of the following:
~~The BOCES, in compliance with Education Law 2-d, provides the following:~~

1. A student's personally identifiable information will not 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. ~~Procedures for reviewing student records can be found in the Board Policy entitled Family Educational Rights and Privacy Act;~~
3. ~~Security protocols regarding State and federal laws protect the confidentiality of personally identifiable information, are currently in place and the 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. necessary to protect the confidentiality of student data are maintained at industry standards and best practices. The safeguards include but are not limited to encryption, firewalls, and password protection;~~
Security protocols regarding State and federal laws protect the confidentiality of personally identifiable information, 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 New York State is available for public review ~~in an excel file at the following website:~~
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>
<http://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Office of Information and Reporting Services, NYS Education Department, Room 863 865 EBA, 89 Washington Avenue, Albany, NY 12234;
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed **in writing to Assistant Superintendent for Instruction and 21st Century Learning Teri Calabrese-Gray, Assistant Superintendent**, P.O. Box 455, Plattsburgh, NY 12901; Phone: 518-561-0100 Ext. 350; email (gray_teri@cves.org). ~~Complaints to SED the NYS Education Department should be directed to: Privacy Complaint, Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, NY 12234. Complaints may also be submitted using the form available at the following website~~
<http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

~~email address — epo@mail.nysed.gov. SED's complaint process is under development and will be established through regulations from the department's chief privacy officer, who has yet to be appointed.~~

APPENDIX

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services to District residents, the Clinton Essex Warren Washington BOCES has entered into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law and regulation.

For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District, the following supplemental information will be included with this Bill of Rights:

- 1) The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;**
- 2) How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);**
- 3) The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);**
- 4) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;**
- 5) Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and**
- 6) Address how the data will be protected using encryption while in motion and at rest.**

**Data Security and Privacy Policy
(Required for Districts and BOCES)**

Definitions:

1. Protected Data means personally identifiable data of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d.

Requirements:

1. Publication: This policy shall be published on the District's website and notice of the policy provided to all officers and employees of the District.
2. The District shall provide the data protection as well as the protection of parent and eligible student's rights and rights to challenge the accuracy of such data required by FERPA (20 USC §1232g), IDEA (20 USC §1400 et. seq.) and any implementing regulations.
3. The District hereby adopts the National Institute for Standards and Technology (NIST) Cybersecurity Framework (CSF) in accordance with the Commissioner's Regulations.
4. Every contract or other written agreement with a third party contractor under which the third party contractor will receive protected student data or teacher or Principal data shall include a data security and privacy plan that outlines how all State, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with this policy.
5. Nothing contained in this policy or the District's Data Security and Privacy Plan shall be construed as creating a private right of action against the District.
6. Every use and disclosure of personally identifiable information, as defined by FERPA, shall be for the benefit of students and the educational agency. Examples of such benefit are provided in implementing regulations.
7. The District shall not sell or disclose for marketing or commercial purposes any Protected Data, or facilitate its use or disclosure by any other party for any marketing or commercial purpose, or permit another party to do so.
8. The District shall take steps to minimize its collection, process and transmission of Protected Data.
9. Except as required by law or in the case of enrollment data, the District shall not report to NYSED Juvenile Delinquency records, criminal records, medical health records, or student biometric information.
10. All contracts with vendors that have access to Protected Data shall comply with NIST Cybersecurity Framework.

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

DATA SECURITY AND PRIVACY FAQ

Note: The following is provided for your information and convenience only. This document is not intended to create additional parent and student rights.

What is Personally Identifiable Information (PII)?

PII includes but not limited to:

- A. First name and last name
- B. Names of parents or family members (including the maiden name of a student's mother)
- C. Household address
- D. Date or place of birth
- E. Social security numbers
- F. Student-identification numbers issued by schools or school systems
- G. Digital files such as photographs, videos, or audio recordings, among other forms of information that may reveal a specific student's identity
- H. Biometric data (e.g., fingerprints or palm prints)
- I. Geolocation data (e.g., real-time location data relayed by a smartphone)
- J. Metadata (i.e., "data about other data," such as data about image size, resolution, color, or date of creation that are commonly embedded in digital photos)
- K. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community

What steps does CVES take to minimize its collection, processing, and transmission of PII?

- A. Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- B. Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

Except as required by law or in the case of educational enrollment data, CVES, identified as the "District" throughout this document, will not report to NYSED the following student data elements:

- A. Juvenile delinquency records;

- B. Criminal records;
- C. Medical and health records; and
- D. Student biometric information.

What is the role of the NYS Chief Privacy Officer?

The Commissioner of Education has appointed a Chief Privacy Officer who will report to the Commissioner on matters affecting privacy and the security of student data and teacher and principal data. Among other functions, the Chief Privacy Officer is authorized to provide assistance to educational agencies within the state on minimum standards and best practices associated with privacy and the security of student data and teacher and principal data.

The District will comply with its obligation to report breaches or unauthorized releases of student data or teacher or principal data to the Chief Privacy Officer in accordance with [Education Law Section 2-d](#), its implementing regulations, and this policy.

The Chief Privacy Officer has the power, among others, to:

- A. Access all records, reports, audits, reviews, documents, papers, recommendations, and other materials maintained by the District that relate to student data or teacher or principal data, which includes, but is not limited to, records related to any technology product or service that will be utilized to store and/or process PII; and
- B. Based upon a review of these records, require the District to act to ensure that PII is protected in accordance with laws and regulations, including but not limited to requiring the District to perform a privacy impact and security risk assessment.

What is the role of the CVES Data Protection Officer?

The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures including those required by [Education Law Section 2-d](#) and its implementing regulations, as well as serving as the main point of contact for data privacy and security for the District.

The District will ensure that the Data Protection Officer has the appropriate knowledge, training, and experience to administer these functions. The Data Protection Officer may perform these functions in addition to other job responsibilities.

What cybersecurity framework is CVES utilizing to safeguard its data?

The District will use the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1) (Framework) as the standard for its data privacy and security program. The Framework is a risk-based approach to managing cybersecurity risk and is composed of three parts: the Framework Core, the Framework Implementation Tiers, and the Framework Profiles. The Framework provides a common taxonomy and mechanism for organizations to:

- A. Describe their current cybersecurity posture;
- B. Describe their target state for cybersecurity;
- C. Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process;

- D. Assess progress toward the target state; and
- E. Communicate among internal and external stakeholders about cybersecurity risk.

The District will protect the privacy of PII by:

- A. Ensuring that every use and disclosure of PII by the District benefits students and the District by considering, among other criteria, whether the use and/or disclosure will:
 - a. Improve academic achievement;
 - b. Empower parents and students with information; and/or
 - c. Advance efficient and effective school operations.
- B. Not including PII in public reports or other public documents.

The District affords all protections under [FERPA](#) and the Individuals with Disabilities Education Act and their implementing regulations to parents or eligible students, where applicable.

When a Third-Party Contractor is receiving student, principal and/or teacher PII, what are the district and third-party contractor responsibilities?

District Responsibilities

The District will ensure that whenever it enters into a contract or other written agreement with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District, the contract or written agreement will include provisions requiring that confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

In addition, the District will ensure that the contract or written agreement includes the third-party contractor's data privacy and security plan that has been accepted by the District.

The third-party contractor's data privacy and security plan must, at a minimum:

- A. Outline how the third-party contractor will implement all state, federal, and local data privacy and security contract requirements over the life of the contract, consistent with District policy;
- B. Specify the administrative, operational, and technical safeguards and practices the third-party contractor has in place to protect PII that it will receive under the contract;
- C. Demonstrate that the third-party contractor complies with the requirements of 8 NYCRR Section 121.3(c);
- D. Specify how officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data receive or will receive training on the laws governing confidentiality of this data prior to receiving access;
 - a. Specify if the third-party contractor will utilize subcontractors and how it will manage those relationships and contracts to ensure PII is protected;
 - b. Specify how the third-party contractor will manage data privacy and security incidents that implicate PII including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;

- E. Describe whether, how, and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires; and
- F. Include a signed copy of the Parents' Bill of Rights for Data Privacy and Security.

Third-Party Contractor Responsibilities

Each third-party contractor, that enters into a contract or other written agreement with the District under which the third-party contractor will receive student data or teacher or principal data from the District, is required to:

- A. Adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- B. Comply with District policy and [Education Law Section 2-d](#) and its implementing regulations;
- C. Limit internal access to PII to only those employees or subcontractors that have legitimate educational interests (i.e., they need access to provide the contracted services);
- D. Not use the PII for any purpose not explicitly authorized in its contract;
- E. Not disclose any PII to any other party without the prior written consent of the parent or eligible student:
 - a. Except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with law, regulation, and its contract with the District; or
 - b. Unless required by law or court order and the third-party contractor provides a notice of the disclosure to NYSED, the Board, or the institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by law or court order;
- F. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;
- G. Use encryption to protect PII in its custody while in motion or at rest; and
- H. Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

Where a third-party contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by law and contract apply to the subcontractor.

What are Click-Wrap Agreements?

Periodically, District staff may wish to use software, applications, or other technologies in which the user must "click" a button or box to agree to certain online terms of service prior to using the software, application, or other technology. These are known as "click-wrap agreements" and are considered legally binding "contracts or other written agreements" under [Education Law Section 2-d](#) and its implementing regulations.

District staff are prohibited from using software, applications, or other technologies pursuant to a click-wrap agreement in which the third-party contractor receives student data or teacher or principal data from the District unless they have received prior approval from the District's Data Privacy Officer or designee.

The District will develop and implement procedures requiring prior review and approval for staff use of any software, applications, or other technologies pursuant to click-wrap agreements.

Where can one access the CVES Parents' Bill of Rights for Data Privacy and Security?

The CVES [Parents' Bill of Rights for Data Privacy and Security](https://www.cves.org/wp-content/uploads/2016/11/5512-Parents-Bill-of-Rights-Relating-to-Student-Data-March-2015.pdf) (Bill of Rights) is posted on the CVES website (<https://www.cves.org/wp-content/uploads/2016/11/5512-Parents-Bill-of-Rights-Relating-to-Student-Data-March-2015.pdf>). Additionally, the District will include the Bill of Rights with every contract or other written agreement it enters into with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District.

How does one file a complaint of a possible breach or unauthorized release of student data and/or teacher or principal data?

CVES has established the following procedures for parents, eligible students, teachers, principals, and other District staff to file complaints with the district about breaches or unauthorized releases of student data and/or teacher or principal data:

- A. All complaints must be submitted to the District's Data Protection Officer in writing.
- B. Upon receipt of a complaint, the district will promptly acknowledge receipt of the complaint, commence an investigation, and take the necessary precautions to protect PII.
- C. Following the investigation of a submitted complaint, the district will provide the individual who filed the complaint with its findings. This will be completed within a reasonable period of time, but no more than 60 calendar days from the receipt of the complaint by the district.
- D. If the district requires additional time, or where the response may compromise security or impede a law enforcement investigation, the district will provide the individual who filed the complaint with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint.

These procedures will be disseminated to parents, eligible students, teachers, principals, and other district staff.

How will CVES notify NYS Chief Privacy Officer of a breach or unauthorized release?

The District will report every discovery or report of a breach or unauthorized release of student data or teacher or principal data within the District to the Chief Privacy Officer without unreasonable delay, but no more than ten calendar days after the discovery.

Each third-party contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement entered into with the District will be required to promptly notify the District of any breach of security resulting in an unauthorized release of the data by the third-party contractor or its assignees in violation of applicable laws and regulations, the Parents' Bill of Rights for Student Data Privacy and Security, District policy, and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but no more than seven calendar days after the discovery of the breach.

In the event of notification from a third-party contractor, the District will in turn notify the Chief Privacy Officer of the breach or unauthorized release of student data or teacher or principal data no more than ten calendar days after it receives the third-party contractor's notification using a form or format prescribed by NYSED.

How will CVES notify affected parents, students, teachers and/or principals of a breach or unauthorized release?

CVES will notify affected parents, eligible students, teachers, and/or principals in the most expedient way possible and without unreasonable delay, but no more than 60 calendar days after the discovery of a breach or unauthorized release of PII by the CVES or the receipt of a notification of a breach or unauthorized release of PII from a third-party contractor unless that notification would interfere with an ongoing investigation by law enforcement or cause further disclosure of PII by disclosing an unfixed security vulnerability. Where notification is delayed under these circumstances, CVES will notify parents, eligible students, teachers, and/or principals within seven calendar days after the security vulnerability has been remedied or the risk of interference with the law enforcement investigation ends.

Notifications will be clear, concise, use language that is plain and easy to understand, and to the extent available, include:

- A. A brief description of the breach or unauthorized release, the dates of the incident and the date of discovery, if known;
- B. A description of the types of PII affected;
- C. An estimate of the number of records affected;
- D. A brief description of the District's investigation or plan to investigate; and
- E. Contact information for representatives who can assist parents or eligible students that have additional questions.

Notification will be directly provided to the affected parent, eligible student, teacher, or principal by first-class mail to their last known address, by email, or by telephone.

Where a breach or unauthorized release is attributed to a third-party contractor, the third-party contractor is required to pay for or promptly reimburse the District for the full cost of this notification.

How often will CVES provide annual data privacy and security training for employees?

CVES will annually provide data privacy and security awareness training to its officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations. CVES may deliver this training using online training tools. Additionally, this training may be included as part of the training that CVES already offers to its workforce.

Definitions

As provided in [Education Law Section 2-d](#) and/or its implementing regulations, the following terms, as used in this policy, will mean:

- A. "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.

- B. "Commercial or marketing purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve, or market products or services to students.
- C. "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.
- D. "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
- E. "Encryption" means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under 42 USC Section 17932(h)(2).
- F. "FERPA" means the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
- G. "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1). A copy of the NIST Cybersecurity Framework is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
- H. "Parent" means a parent, legal guardian, or person in parental relation to a student.
- I. "Personally identifiable information (PII)," as applied to student data, means personally identifiable information as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act, 20 USC Section 1232g, and, as applied to teacher or principal data, means personally identifying information as this term is defined in Education Law Section 3012-c(10).
- J. "Release" has the same meaning as disclosure or disclose.
- K. "Student data" means personally identifiable information from the student records of an educational agency.
- L. "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 Education Law Sections 3012-c and 3012-d.
- M. "Third-party contractor" means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to

Education Law Section 211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.

- N. "Unauthorized disclosure" or "unauthorized release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

DRAFT

06.04.2020

Champlain Valley Educational Services

CODE OF CONDUCT

Adopted July 10, 2019

CVES CODE OF CONDUCT

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CODE OF CONDUCT

CVES Mission Statement

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

CVES Vision Statement

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

Core Beliefs

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

Public Non-Discrimination Notice:

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

Civil Rights Compliance Officer

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

McCartney_James@cves.org

Civil Rights Compliance Officer

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

Snow_Cathy@cves.org

504 Compliance Officer

Mr. Matthew Slattery
CVES– William A. Fritz
1585 Military Turnpike
Plattsburgh, NY 12901
Berry_Bonnie@cves.org

I. INTRODUCTION

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

CVES has a long-standing set of expectations for conduct on CVES property and at CVES functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, acceptance, kindness, inclusion, tolerance, honesty and integrity. CVES embraces research-based programs and strategies that prevent crisis from occurring, de-escalating potential crises, managing disruptive and acute physical behaviors, reducing potential and actual injury to personnel and students, teaching students adaptive coping skills and developing a positive learning environment. Such programs and strategies include but are not limited to: Therapeutic Crisis Intervention for Schools (TCIS), CALM, restorative and trauma informed practices.

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

The Board recognizes the need to define clearly these expectations for acceptable conduct on CVES property and while attending CVES functions, to identify the possible consequences of unacceptable conduct, and to ensure that discipline when necessary is administered promptly and fairly. To this end, the CVES Board adopts this code of conduct. This Code of Conduct has been drafted in collaboration with all stakeholders to meet the requirements of the Project SAVE legislation (Education Law §2801), section 100.2(1) of the Education Commissioner's regulations, and the Dignity for All Students Act (DASA). The law seeks to improve school safety and ensure a safe and effective learning environment.

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

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

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

~~CVES has adopted and has implemented Therapeutic Crisis Intervention for Schools (TCIS). The TCIS system assists public and private schools in preventing crises from occurring, in de-escalating potential crises, in managing disruptive and acute physical behavior, in reducing potential and actual injury to staff and students, in teaching~~

~~students adaptive coping skills, and in developing a learning organization. This model gives schools a framework for implementing a crisis prevention and management system that reduces the need to rely on high risk interventions. (Holden, M.J; Holden, J.C, 2013) (reword papagraph to include philosophical alignments: CALM, restorative practices, trauma informed, etc)~~

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

~~CVES aspires to:~~

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

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

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

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

II. DEFINITIONS For purposes of this code, the following definitions apply: *(Some of the following definitions are defined by law and regulation and included in the Code of Conduct for simplicity. To the extent any definitions here differ from legally required definitions, such legal definitions are controlling.)*

Behavioral Intervention Plan: *means* a plan that is based on the results of the functional behavioral assessment and, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs and intervention strategies that include positive behavioral supports and services to address the behavior.

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

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

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

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

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

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

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

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

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

Committee on Special Education or CSE: ~~means~~ a committee on special education, subcommittee on special education, or other multidisciplinary team established in accordance with Education Law section 4402 or, in the case of a preschool student with a disability, the committee on preschool special education.

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

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

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

Day: ~~shall mean~~ a calendar day, except where a school day or business day is specified.

- *School day* means any day, including a partial day that students are in attendance at school for instructional purposes. The term *school day* has the same meaning for all students in school, including students with and without disabilities.
- *Business day* means Monday through Friday, except for Federal and State holidays (unless holidays are specifically included in the designation of business day).

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

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

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

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

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

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

Due Process (Due Process Rights)

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

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

Expedited Evaluation: means an individual evaluation conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.6 of this Part.

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

Firearm: as defined by Gun-Free Schools Act (18 USC Section 921) means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or

receiver of such weapon, any firearm muffler or silencer, or any “destructive device” (i.e., any explosive, incendiary, or poison gas, including bombs, grenades, rockets or other similar devices).

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

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

Harassment: may be verbal, written, or other conduct that is threatening or harmful. It does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. Harassment is only a small part of the larger universe of bullying or cyberbullying activity.

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

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

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

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

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

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

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

Illegal Drug: ~~means~~ a controlled substance, but does not include a controlled substance legally possessed or used under the supervision of a licensed health-care professional or a substance that is otherwise legally possessed or used under the authority of the Controlled Substances Act or under any other provision of Federal law.

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

Impartial Hearing Officer: ~~means an impartial hearing officer as defined in section 200.1(x) of this Title~~ who is appointed to conduct an impartial hearing or expedited due process hearing pursuant to Education Law section 4404(1). Such term shall not include a hearing officer designated by a superintendent of schools to conduct a superintendent's hearing pursuant to Education Law section 3214(3)(c).

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

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

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

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

Interim Alternative Educational Setting or IAES: a temporary educational placement, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. A student who is placed in an IAES shall:

- (1) continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and
- (2) receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

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

Loitering: wandering or standing without purpose.

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

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

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

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

Red Flag Law: also known as the extreme risk protection order law, is effective in New York State as of August 24, 2019. The law prevents individuals who show signs of being a threat to themselves or others from purchasing or possessing any kind of firearm.

Removal *means*:

- (1) a removal of a student with a disability for disciplinary reasons from that student's current educational placement, other than a suspension as defined in subdivision (r) of this section; and
- (2) the change in placement of a student with a disability to an IAES by an impartial hearing officer pursuant to section 201.8 of this Part. Such term shall also include the change of placement of a student with a disability to an IAES pursuant to section 201.7(e) of this Part made in conjunction with a suspension.

Restorative Practice is a social science that studies how to improve and repair relationships between people and communities. The purpose is to build healthy communities, decrease crime and antisocial behavior, repair harm and restore relationships.

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

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

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

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

Serious Bodily Injury: *means* bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.

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

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

Student with a Disability: *means* a student with a disability as defined in section 200.1(zz) of this Part or a preschool student with a disability as defined in section 200.1(mm) of this Part.

Student presumed to have a disability for discipline purposes: means a student who the school district is deemed to have knowledge was a student with a disability before the behavior that precipitated disciplinary action under the criteria in section 201.5(b) of this Part.

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

Substance: means a drug or other substance identified under schedule I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. section 812) (United States Code, 2006 edition, volume 13; Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-9328; 2008 - available at the Office of Counsel, New York State Education Department, State Education Building Room 148, 89 Washington Avenue, Albany, NY 12234).

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

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

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

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

Violent Student: an individual who:

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

~~**Title IV: [Applies to CV-TEC Division Adult Students]** The programs authorized under Title IV of the Higher Education Act are the major source of federal student aid. Title IV programs include: Loans; Federal Family Education Loan (FFEL); Direct Loan; Federal Perkins Loan Grants; Federal Pell Grant; Academic Competitiveness Grant (ACG);~~

~~National SMART Grant; Federal Supplemental; Educational Opportunity Grant (FSEOG); Federal Work Study (FWS). Title IV also requires participating institutions to ensure student safety and appropriate interventions for inappropriate student behavior.~~

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

III. INDIVIDUAL RIGHTS AND RESPONSIBILITIES

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

CVES STUDENT RIGHTS AND RESPONSIBILITIES

RIGHTS

1. To attend CVES and be granted the opportunity to receive a quality education.
2. To be made aware of the CVES rules and policies, and to be treated in a manner consistent with these policies when resolving disciplinary matters.
3. To have the opportunity to present your version of the facts and circumstances in all disciplinary matters.
4. To take part in all CVES activities on an equal basis regardless of race, gender, ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, or disability.
5. To feel safe in the school environment and not be intimidated or harassed by others.
6. To express your style and dress in a manner that is appropriate for a school setting.
7. **To Due Process**

RESPONSIBILITIES

- To attend school, internships and jobsites regularly and on time, perform assignments, and strive to do your highest quality work.
- To understand CVES Code of Conduct, obey the rules it contains and to be accountable for your actions.
- To be truthful and respectful in the resolution of conflicts with all parties involved.
- To be respectful and supportive to all who are participating in CVES academic and extracurricular activities.
- To behave in a manner that will not jeopardize the safety and well-being of yourself or others, and respect and treat others in a fair and equitable manner.
- To dress in a safe manner that is not educationally distracting to others, is appropriate for the program, and is in accordance with the CVES dress code policy.

IV. ESSENTIAL PARTNERS IN CREATING A POSITIVE SCHOOL CLIMATE

All parents and Persons in Parental Relation are expected to:

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

All teachers are expected to:

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

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

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

All school administrators are expected to:

1. Promote a safe, orderly and academically stimulating school environment that supports active teaching and learning;
2. Ensure that students and staff have the opportunity to communicate regularly with the building principals/supervisors and approach the building principals/supervisors for redress of grievances;
3. Evaluate all instructional programs for which they are responsible on a regular basis;
4. Support the development of and student participation in school functions;
5. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly;
6. Be knowledgeable of, and be able to apply, effective classroom/building behavior management techniques, and the Therapeutic Crisis Intervention for Schools (TCIS) philosophy and techniques and assure their utilization in the building/program;
7. Ensure that a behavior management system is created and supported to meet the needs of students enrolled in their building.
8. Maintain a professional atmosphere and appearance and use language appropriate for their professional position that does not detract from the educational environment.

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

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

All other CVES staff is expected to:

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

The DASA Coordinator is expected to:

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

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

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

V. INDIVIDUAL CIVILITY

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

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

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

ACCEPTABLE USE POLICY (AUP)

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

ELECTRONIC DEVICES

Students are prohibited from using any device which electronically communicates, sends, receives, stores, reproduces or displays voice **or** text communication or data **(inclusive of media transmissions)** during the school day, except as expressly permitted in connection with authorized use. ~~These include, but are not limited to cellular phones, smart watches, drones, pagers, smart phones, music and media players, laser pointer or pens, gaming~~

~~devices, tablets, laptop computers and personal digital assistants.~~ While students are permitted to possess such devices during the school day, they are prohibited from using them in any manner which disrupts the educational environment/process. If a student violates this policy, then he/she is subject to discipline under this provision or any other provision in the CVES Code of Conduct that may be applicable to the circumstances involved. Any electronic device that is permitted on school property is encouraged to be kept on the person and used in a responsible, non-disruptive manner.

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

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

STUDENT DRESS CODE

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

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

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

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

8. Wear uniforms or other safety equipment/attire required for specific programs.

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

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

Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with the acceptable item. Any student who repeatedly

fails to comply with the dress code may be subject to further discipline, up to and including out of school suspension.

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

VI. PROHIBITED CONDUCT

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

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

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

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

A. Engaging in Disorderly Conduct

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

1. Engaging in any act which disrupts the operation of the school community, running in hallways, making unreasonable noise, and using language or gestures that are profane, lewd, vulgar, abusive, intimidating, or that offends or incites others;
2. Obstructing vehicular or pedestrian traffic;
3. Trespassing. Students and unauthorized personnel are not permitted in any area of the school building, other than the one they regularly attend, without permission from CVES personnel;
4. Loitering. Students and unauthorized personnel are not permitted to loiter on school property;
5. Misusing computer/electronic communication devices, including any unauthorized or inappropriate use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the CVES Acceptable Use Policy for Technology Resources;
6. Unauthorized use of personal electronic devices/equipment (e.g., cell phones, personal music and gaming devices, and other personal electronic devices);
7. Unauthorized use of personal computer, laptop and/or other computerized information resources through CVES computer system is prohibited.

B. Engaging in Conduct that is Insubordinate or Disruptive

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

1. Failing to comply with the reasonable directions of teachers, school administrators or other CVES employees or otherwise demonstrating disrespect;
2. Missing or leaving school or class without permission;

3. Endangering the health and safety of other individuals or interfering with **the** educational process or CVES activities by means of inappropriate appearance or behavior as per CVES Code of Conduct;
4. Interfering with the authority of the teacher or other CVES personnel;
5. Participating in public displays of affection on school property, including school sponsored events.

C. Engaging in Conduct that is Violent

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

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

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

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

1. Lying, deceiving or giving false information to school personnel;
2. Stealing CVES property or the property of other students, school personnel or any other individual lawfully on school property or while attending a school function;
3. ~~Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them. This can include posting or publishing video, audio recordings or pictures (written material, cell phones, internet, YouTube, social media sites, etc.);~~
4. Discrimination, which includes the use of race, gender (identity and expression), ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, appearance, socio-economic status or disability as a basis for treating another in a negative manner;
5. Harassment or bullying, as defined in this code of conduct or violation of the Dignity for All Students Act (DASA).
6. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm and/or emotional discomfort; for example, "play" fighting, extortion of money, overt teasing, etc.;
7. "Cyberbullying, as defined by this code of conduct or the Dignity for All Students Act (DASA). Such acts include for example use of texts, emails, or social media to harass or bully students.
8. Sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, taking, sending or receiving sexually explicit videos, pictures or auditory recordings and other verbal or physical conduct or communication of a sexual nature;
9. Displaying signs of gang affiliation or engaging in gang-related behaviors that are observed;

10. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any CVES or school sponsored activity, organization, club or team;
11. Possessing, using, viewing, selling or distributing obscene material;
12. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging alcoholic beverages, tobacco, tobacco products, electronic cigarettes, vaping devices, vaping components, vaping fluids, illegal substances, or being under the influence of any of these. "Illegal substances" include, but are not limited to: inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, lookalike drugs, and any substances commonly referred to as "designer drugs";
13. Possessing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging drug paraphernalia;
14. Use of products in a manner other than intended by the manufacturer;
- 15. Inappropriately possessing, using, sharing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging prescription and over-the-counter drugs;**
16. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing, or exchanging "look-alike drugs"; or, possessing or consuming (without medical authorization), selling, attempting to sell, distributing or exchanging other substances such as dietary supplements, weight loss pills, etc.;
17. Gambling and gaming, including online activities;
18. Inappropriate touching and/or indecent exposure;
19. Initiating or reporting warning of fire or other catastrophe without valid cause, misusing 911, or tampering with emergency devices;
20. Violating privacy when using school restroom facilities.
21. Creating or enabling a hostile learning/work environment.
22. Violating the Student Driver or Passenger Procedures.
- 23. Throwing or causing to be airborne, any object, tool, or material that could distract or cause injury to others.**

E. Engaging in Misconduct While Utilizing School-Provided Transportation

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

F. Engaging in any Form of Academic Misconduct

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

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

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

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

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

VII. STUDENT DISCIPLINE: CONSEQUENCES AND PROCEDURES

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

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

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

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

Disciplinary Consequences

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

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

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

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

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

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

Students’ Due Process Rights

Procedures

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

Suspension from Extracurricular Activities and/or Transportation Related Thereto

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

In-School Detention

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

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

Formal Removal of Disruptive Students by a Teacher

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

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

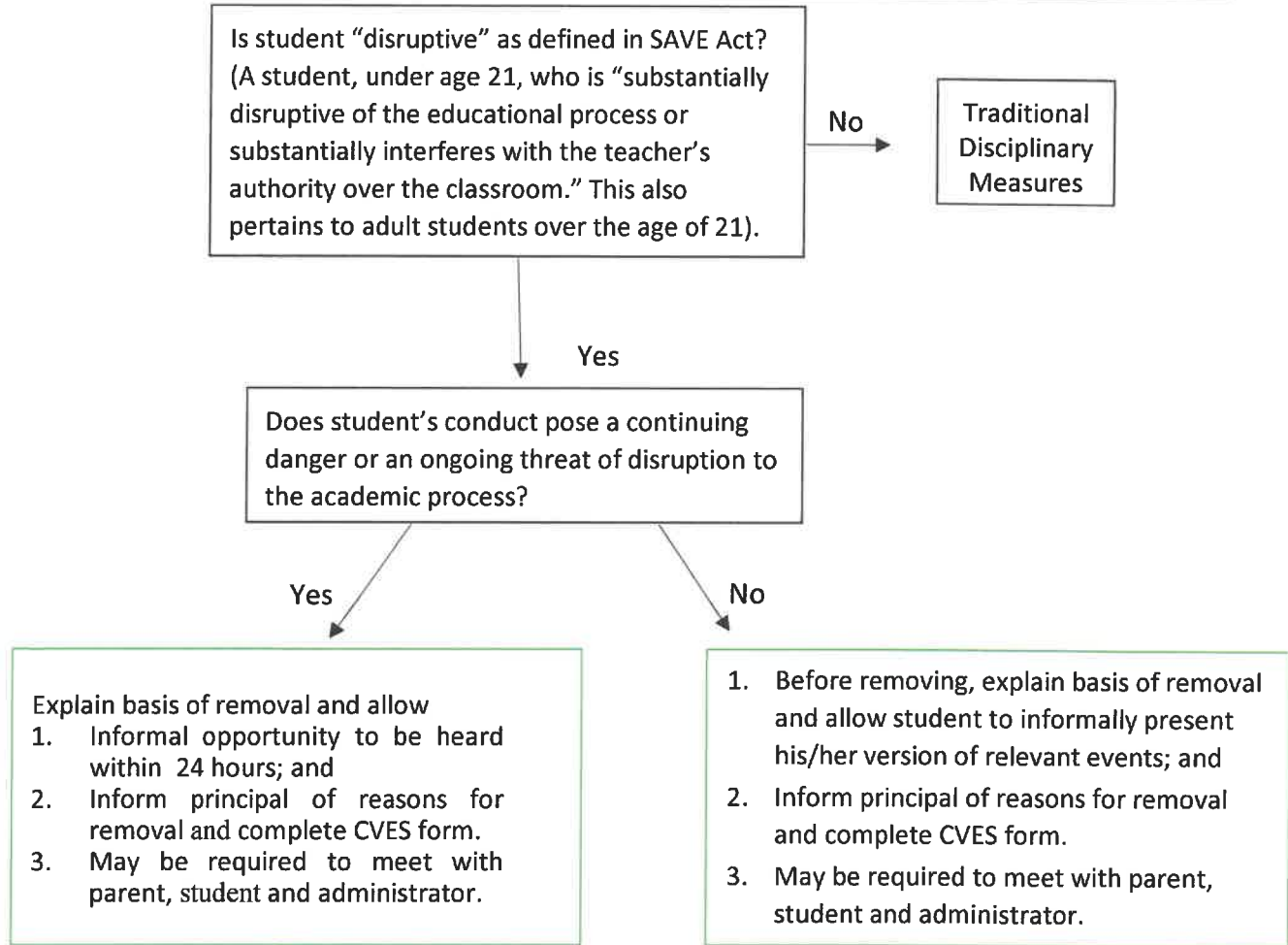
A classroom teacher may remove a disruptive student from class for up to two days. The removal from class applies to the class of the removing teacher only.

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

1. If the disruptive student does not pose a danger or on-going threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being formally removed and an opportunity to explain his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher formally remove a student from class;
2. If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be formally removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24-hours, provided that if such 24-hour period does not end on a school day, it shall be extended to the corresponding time on the next school day;
3. The teacher must complete a CVES-established form for a formal removal by a teacher and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the formal removal and to present the CVES form for a formal removal by a teacher. If the principal or designee is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day;
4. Within 24-hours after the student's formal removal by a teacher, the principal or another administrator designated by the principal, must notify the student's parents that the student has been formally removed from the class and why. The notification must also inform the parent that he or she has the right, upon request, to meet informally with the principal or the principal's designee to discuss the

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

FORMAL REMOVAL OF DISRUPTIVE STUDENT BY TEACHER



PRINCIPAL/SUPERVISOR RESPONSIBILITIES

TRIGGERED BY TEACHER REMOVAL

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

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

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

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

Suspension from School

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

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

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

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

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

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

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

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

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

VIII. MINIMUM PERIODS OF SUSPENSION

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

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

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

B. *Committing violent acts*

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

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

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

IX. REFERRALS

A. Supportive Services

CVES may make recommendations for supportive services.

B. PINS Petitions

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

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

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

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

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

X. DISCIPLINING STUDENTS WITH DISABILITIES

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

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

Authorized Suspensions or Removals of Students with Disabilities

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

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

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

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

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

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

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

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

Referral to law enforcement and judicial authorities

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

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

XI. CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS

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

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

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

Emergency Interventions

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

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

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

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

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

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

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

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

XII. STUDENT SEARCHES AND INTERROGATIONS

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

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

Lockers

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

Questioning of Students by School Officials

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

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

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

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

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

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

Law Enforcement Officials

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

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

Interrogation of Students by Law Enforcement Officials

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

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

Child Protective Services' Investigations

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

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

XIII. VISITORS TO THE SCHOOLS

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

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

XIV. PUBLIC CONDUCT ON CVES PROPERTY

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

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

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

Prohibited Conduct

No individual, either alone or with others, shall:

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

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

Penalties

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

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

Enforcement

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

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

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

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

XV. DISSEMINATION AND REVIEW

Dissemination of Code of Conduct

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

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

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

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

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

The administration shall develop guidelines in regard to:

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

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

Adopted July 10, 2019

PERSONAL PROPERTY ACCOUNTABILITY

I. Definition of Personal Property

1. Personal property shall mean all tangible personal property of the Clinton-Essex-Warren-Washington BOCES that is not consumable and has a useful life of one year or more, including but not limited to equipment, supplies, parts, vehicles and materials, provided that such terms shall not include buildings or other real property or equipment which is permanently affixed to real property, or leases, notes or other written instruments.
2. Valuable personal property shall mean personal property which has a unit resale value of \$500 or more and supplies, parts or materials which are disposed of in lots having an aggregate resale value of \$500 or more.
3. Surplus personal property shall mean personal property which has no known immediate or currently foreseeable use to Clinton-Essex-Warren-Washington BOCES.

II. Acquisition of Personal Property by Purchase

1. Competitive Bidding – Competitive bids or quotations shall be solicited in connection with all purchasing as required by Section 103 of the General Municipal Law. Contracts shall be awarded to the lowest responsible bidder or to the bid with the best value as defined by General Municipal Law complying with specifications and other stipulated bidding conditions.
 - a. Purchases shall be in accordance with BOCES' Purchasing Policy 6700 and Competitive Bidding Requirements 6720.
 - b. All contracts which require public advertising and bidding shall be awarded by resolution of the Board. Recommendations for such contracts shall be made to the Board by the District Superintendent of Schools.
 - c. Bids shall be opened at the time and place set forth in the Notice to Bidders. There will be at least two (2) Supervisory district employees present at each bid opening, including the Assistant Superintendent of Management Services, or the Purchasing Agent if so designated by the School Business Official. If no spectators are present, the Assistant Superintendent of Management Services or other designated official will have one or more persons serve as witness to the process. All interested parties may also attend the opening bids.
2. Purchases exempt from public bidding requirements shall be made in accordance with the policy on purchasing 6700, et. seq.

III. Acquisition of Personal Property by Gift

1. Acceptance. Only the Board may accept on behalf of Clinton-Essex-Warren-Washington BOCES gifts of either money or merchandise, including federal, state or municipal corporation surplus property and property donated to Clinton-Essex-Warren-Washington BOCES by bequest or devise in a will or trust instrument that in the view of the Board adds to the overall welfare of Clinton-Essex-Warren-Washington BOCES. The District Superintendent, in consultation with the Program Director and Board President, may also approve the acceptance or rejection of such gifts of either money or merchandise, including federal, state, or municipal corporation surplus property only when a condition exists that requires acceptance or rejection of the donation prior to the next available Board meeting. Such acceptance will be reported to the Board at the next subsequent meeting.
 - a. The Board and/or District Superintendent, in consultation with the Program Director and Board President, will not consider the acceptance of a gift until the offer is made in writing.
 - b. The Board and/or District Superintendent, in consultation with the Program Director and Board President, will safeguard the Clinton-Essex-Warren-Washington BOCES staff and students from commercial exploitation from special interest groups.

2 Accounting for Gifts

- a. All gifts shall be entered into the perpetual physical inventory of Clinton-Essex-Warren-Washington BOCES in the same manner as purchased personal property and consistent with the provisions of Subheading "Perpetual Inventory" below.
- b. Gifts of money shall be annually accounted for as designated by the Board.
- c. Any property donated shall be for the use of Clinton-Essex-Warren-Washington BOCES and no employee shall benefit personally from such donations.
- d. All gifts shall become the sole property of Clinton-Essex-Warren-Washington BOCES.
- e. It shall be the responsibility of the District Superintendent to have the value of the gift or donation established, when necessary, for tax purposes and acknowledge, in writing, the receipt of the gift or donation on behalf of Clinton-Essex-Warren-Washington BOCES.
- f. All gifts or donations shall be immediately brought to the attention of the program director to which the contribution is made.

- g. The program director shall recommend the acceptance or rejection of the gift to the District Superintendent. The program director will notify the donor of the acceptance or rejection of the gift by Clinton-Essex-Warren-Washington BOCES.
- h. The District Superintendent shall make a recommendation to accept or reject such gifts to the Board at a regular meeting. If the District Superintendent approves the acceptance of such gifts or donations, he/she will make a report to the Board of such gifts that have been accepted at the next regular Board meeting. Such a report will include handling or processing fees, or other costs associated with the acquisition of said gift.
- i. The program director to which the gift or donation is made, shall be responsible to see that the gift or donation is appropriately used.
- j. Gifts or donations made that are not specific to a program shall be brought to the attention of the District Superintendent who will be responsible for designating a program director to follow through with the implementation of the regulations as set forth in this policy.

IV. Perpetual Inventory

- 1. The Assistant Superintendent of Management Services shall develop in writing, the basic rules and regulations to be followed in maintaining the personal property records. Procedures employed shall comply with all applicable laws and requirements of the New York State Department of Audit and Control, which are issued pursuant to Section 36 of the General Municipal Law.
 - a. The minimum standards to be considered for inclusion in the personal property record are:
 - i. The property must have significant value. Personal property valued at \$100 or more, but less than \$500, may be included, and personal property valued at \$500, or more shall be included. Technology devices valued at \$100 or more shall be included.
 - ii. The property must have an estimated useful life of one year or more.
 - iii. The physical characteristics of the property are not appreciably affected by use or consumption.
 - b. It shall be the responsibility of the Assistant Superintendent of Management Services or designee to assure that all new acquisitions, by purchase or gift, are entered into the perpetual inventory system.

2. Inventory Records. The inventory record shall contain sufficient information to identify each item classified as a personal property and include the following.
 - a. A sufficient description of the personal property including make, model, manufacturer's identification number, and assigned BOCES asset number.
 - b. The class of the property (land, building, machinery and equipment, licensed vehicles, etc.)
 - c. The date of acquisition of the property.
 - d. The acquisition cost of the property. If unknown or a gift, the estimated value.
 - e. The source of financing or acquisition (general fund, special aid fund, gift, etc.)
 - f. The physical location of the property. An Asset Relocation/Storage form (5600 E.1 or 5600 E.1A) must be submitted to the Business Office for all subsequent movements or an electronic movement request must be submitted and approved through the asset management system.
3. Physical Inventory. A physical inventory shall mean determining the actual existence, and condition, of real and personal property in the records by visually examining the property in question.
 - a. For all personal property maintained in the physical inventory records, a physical inventory shall be conducted at least annually.
4. Lost or Stolen Property. A Lost or Stolen Property Report (5600 E.2) must be forwarded to the Assistant Superintendent of Management Services as soon as the loss is discovered.

V. Disposition of Valuable Personal Property

Property Located in School Districts

Ownership of BOCES asset tagged computers, copiers, and related technology equipment is allowable in local component school districts. When the period of probable use is exhausted for these items, the ownership will be transferred to the component school districts. The property becomes surplus without board approval due to it having no value to the BOCES. The Assistant Superintendent of Management Services will be responsible with creating and maintaining a period of probably use for these assets.

At the time of the transfer of ownership, such assets shall be eliminated from the Clinton-Essex-Warren-Washington BOCES inventory and each component school district will be provided an itemized list of the computers, copiers, and related technology equipment located in their district. After Assistant Superintendent of Management Services review and approval for transfer of ownership; maintenance, related supply costs, and insurance coverage will be the responsibility of the component school district.

Property Located at the BOCES

1. Division directors or their designee(s) are responsible for identifying obsolete and surplus equipment and supplies within their area(s) of responsibility.

Periodically, a determination shall be made as to what equipment, supplies and/or materials are obsolete or surplus and cannot be reassigned to other locations within Clinton-Essex-Warren-Washington BOCES. If items are determined to have potential usefulness in the future, the items will be stored in a central location. (5600 E.1; 5600 E.1A)

2. Procedures for Disposition of Equipment, Supplies or Materials
 - a. All surplus or obsolete equipment, supplies or materials, which is considered valuable personal property, may be sold to the highest bidder, or may be exchanged for equipment, supplies, or materials that are of equal or greater value. Surplus or obsolete equipment, supplies, or materials may also be offered and sold first to the component school district(s), second to another BOCES, and third to a municipal corporation for FMV.
 - b. Any property whose market value would classify it as valuable personal property, but which is determined not to be marketable because it is damaged or in poor condition and has not been marketable after at least one prior attempt at competitive bidding, may be disposed of by Clinton-Essex-Warren-Washington BOCES.
 - c. Disposition of any valuable personal property must be approved by the Assistant Superintendent of Management Services via an Asset Disposal Request Form (5600 E.3, 5600 E.3A) or electronically through the asset management system.
 - d. Prior to classifying as disposable, all items should be considered for reassignment to other locations within Clinton-Essex-Warren-Washington BOCES as needed or stored in a central location if they may have potential usefulness in the future.
 - e. All sales of valuable personal property shall be open to the public unless such sale is to a component school district, a BOCES, or a municipal corporation for fair market value. Notice of the sale and/or requests for bids shall be made through advertisements in the local newspapers and other appropriate means to assure public awareness. The general public shall be eligible to bid on the equipment, supplies and/or materials.

VI. Accounting of Fixed Assets and Depreciation

The Assistant Superintendent of Management Services shall be responsible for accounting for general fixed assets according to the procedures outlined by the Uniform System of Accounts for School Districts and GASB Statement 34 Regulations.

These accounts will serve to:

1. Maintain a physical inventory of assets;

2. Establish accountability;
3. Determine replacement costs; and
4. Provide appropriate insurance coverage.

Fixed assets with a minimum value established by the Board that have a useful life of one (1) year or more and physical characteristics not appreciably affected by use or consumption shall be inventoried and recorded on an annual basis. Fixed assets shall include land, buildings, equipment and materials.

Fixed assets acquired having a value equal to or greater than \$1500 are considered depreciable assets and shall be inventoried for the purposes of GASB 34 accounting practices and placed on a depreciation schedule according to its asset class and estimated useful life as stipulated by the NYS Comptroller's Office or the IRS. A standardized depreciation method and averaging convention shall also be established for depreciation calculations.

Assets shall be recorded at initial cost or, if not available, at estimated initial cost; gifts of fixed assets shall be recorded at estimated fair value at the time of the gift. A property record will be maintained for each asset and will contain, where possible, the following information:

1. The date of acquisition;
2. A sufficient description including make, model, manufacturer's identification number, and assigned BOCES asset number;
3. The acquisition cost. If unknown or a gift, the estimated value;
4. The physical location;
5. Class (land, building, licensed vehicles, machinery and equipment, etc.);
6. Estimated useful life;
7. Salvage value;
8. Date and method of disposition; and
9. Source of financing or acquisition (general fund, special aid fund, gift, etc.)

VII. Procedure of Accountability of Officers and Employees for Violating the Personal Property Policy

1. Penalty for violation. Any officer or employee who violates this policy will be subject to removal from office or discipline in accordance with existing law. Unauthorized use of personal property and the theft or conversion of personal property belonging to Clinton-Essex-Warren-Washington BOCES will be prosecuted vigorously and to the maximum extent allowable under the law.
2. Dissemination of policy. The District Superintendent shall be responsible for the enforcement of this policy and shall take such action as is necessary to communicate this policy to all officers and employees of Clinton-Essex-Warren-Washington BOCES including but not limited to, the publication of this policy in the Clinton-Essex-Warren-Washington BOCES Policy Manual, the Personnel Handbook, and teacher and employee

handbooks. This policy will be included on the agenda of faculty and administrative meetings at least annually.

3. Complaints. Complaints concerning violation of this policy shall be forwarded to the District Superintendent on an appropriate form prescribed by the District Superintendent. The District Superintendent shall cause an investigation to be conducted and a report shall be filed in his office at the completion of the investigation. The District Superintendent is responsible for and shall take such action as is necessary for the enforcement of this policy.

VIII. Review and Amendment of the Policy

1. Review. Clinton-Essex-Warren-Washington BOCES shall review the policy on personal property accountability annually and make amendments it deems necessary.
2. Amendments. Any amendment made to the originally approved policy on personal property accountability shall be submitted to the Commissioner of Education for approval within 30 days of its adoption by Clinton-Essex-Warren-Washington BOCES.

Legal Reference: Section 170.3 of the
Regulations of the Commissioner of Education

~~Adopted December 12, 2018~~

Recommend Revise Policy 1st Reading

Clinton-Essex-Warren-Washington BOCES

6405

Fund Balance Policy

Background

In January 2009, The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. Statement 54 ~~abandons the reserved and unreserved classifications of fund balance and replaces them~~ **establishes** with five new classifications for Governmental Funds: non-spendable, restricted, committed, assigned, and unassigned. ~~The statement goes into effect for financial statements ending June 30, 2011.~~

This policy establishes goals and provides guidance concerning the desired level of year-end fund balance for non-spendable, restricted, and assigned fund balances to be maintained by CEWW BOCES.

Definitions

Fund balance is a measurement of available financial resources and represents the difference between total assets and total liabilities in each fund.

GASB Statement No. 54 distinguishes fund balance **as five** classifications based on the relative strength of the constraints that control the purposes for which specific amounts can be spent. Beginning with the most binding constraints, fund balance amounts will be reported by the following classifications:

- Non-spendable – consists of assets that are inherently non-spendable in the current period either because of their form or because they must be maintained intact, including prepaid items **and** inventories, **long-term portions of loans receivable, financial assets held for resale, and principal of endowments.**
- Restricted – consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional or enabling legislation.
- **Committed** – consists of amounts that are subject to a purpose constraint imposed by a formal action of the government's highest level of decision-making authority before the end of the fiscal year, and that require the same level of formal action to remove the constraint. **The NYS Office of the State Comptroller has determined that BOCES are not permitted to use this classification.**
- Assigned – consists of amounts that are subject to a purpose constraint that represents an intended use established by the government's highest level of decision-making authority, or by their designated body or official. The purpose of the assignment must be narrower than the purpose of the general fund, and in

funds other than the general fund, assigned fund balance represents the residual amount of fund balance.

- Unassigned – represents the residual classification for the government’s general fund, and could report a surplus or deficit. In funds other than the general fund, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

Guidelines

The fund balance of CEWW BOCES’ General Fund has been accumulated to provide stability and flexibility and to respond to unexpected adversity and/or opportunities.

The order by which CEWW BOCES will spend restricted and assigned fund balance will be evaluated on an annual basis on the current financial conditions.

Fund Balance Classifications – Governmental Funds

The following is a listing of the ~~new~~ classifications for CEWW BOCES’ current Reserves and Designations.

Non-spendable Fund Balance

- Reserve for Inventory – is used to restrict that portion of fund balance, which is not available for appropriation. The reserve is accounted for in the school lunch fund.

Restricted Fund Balance

- Unemployment Insurance Reserve Fund (GML § 6-m). This reserve is designated to pay the cost of future unemployment liabilities and shall maintain a balance of monies not to exceed the amount which might reasonably be deemed necessary to meet anticipated claims arising from payments to unemployment insurance which are permitted by law. This reserve shall be accounted for in the General Fund.

The Unemployment Insurance Reserve Fund will maintain a balance of **\$295,000**. **Contributions will be made to the reserve only to such extent as necessary to replenish the balance. \$50,000 plus annual interest.** ~~No additional contributions will be made to the reserve until such time as the annual unemployment claims increase above 0.5% of salaries.~~ This reserve fund ~~will~~ **may** only be utilized in accordance with General Municipal Law Section 6-m at such time that the annual claims exceed the **related** budget appropriations for the given fiscal year.

- Employee Benefit Accrued Liability Reserve Fund (GML § 6-p). This reserve is designated for the payment of accrued employee benefits due an employee upon termination of the employee’s service. This reserve shall maintain a balance of monies not to exceed the amount obligated for compensated absences at ~~fiscal~~ year-end. Interest will be credited to the reserve annually. This reserve shall be accounted for in the General Fund.

~~As of August 26, 2009, the Employee Benefit Accrued Liability Reserve Fund was terminated by Board resolution and excess funds were transferred in accordance with regulations to the Retiree Contribution Reserve Fund. No continuing contributions shall be made to this reserve.~~

The Board may authorize contributions to the reserve in an amount not to exceed the estimated year-end liability, for such purposes, to the extent the amount is covered by current year budget appropriations.

- Retirement Contribution Reserve Fund (GML § 6-r). This reserve is designated to pay the cost of employer retirement contributions to State and Local Employees Retirement System (ERS) and shall be maintained at an amount to be determined annually by the Board of Education, based on existing market conditions and future anticipated contribution rates for the NYS and Local Employees Retirement System. ~~This determination will be made at the September Board of Education meeting each year.~~ Interest will be credited to the reserve annually. This reserve shall be accounted for in the General Fund.

Contributions to this reserve may be made at such time as the annual budget appropriations exceed the current ERS obligation and the reserve balance is below the annually approved amount. If it is determined that an excess exists in the reserve, the reserve may be reduced in accordance with General Municipal Law, Section 6-r.

- **Retirement Contribution Reserve– Teachers’ Retirement System (TRS) Sub-Fund (GML §6-r).** This reserve is designated to finance employer retirement contributions to the New York State Teachers’ Retirement System as authorized by the Board. The balance of the Reserve Sub-Fund shall not exceed 10% of the total compensation or salaries of all teachers (as that term is defined in Education Law §501[4]) employed by the BOCES who are members of TRS paid during the immediately preceding fiscal year. Interest will be credited to the reserve annually. This reserve shall be accounted for in the General Fund.

Annual contributions, as authorized by the Board, to the Reserve Sub-Fund shall not exceed 2% of the total compensation or salaries of all teachers (as that term is defined in Education Law §501[4]) employed by the BOCES who are members of TRS paid during the immediately preceding fiscal year.

Assigned Fund Balance

- Reserved for Encumbrances – represents the amount of outstanding encumbrances at the end of the fiscal year. The Purchasing Agent shall be authorized to assign reserves for encumbrances.

- Career and Technical Education (CTE) Instructional Equipment Reserve Fund. ~~This reserve is designated for the replacement and purchase of advanced technology equipment used in instructional programs. Contributions to this reserve shall be limited to proceeds from the sale of surplus CTE instructional equipment (see Policy 6227). The Board of Education, upon recommendation from the School Business Executive and Treasurer, shall be authorized to assign CTE instructional equipment reserves.~~

Section 1950 of the Education Law and Section 170.3 of the Regulations of the Commissioner of Education permits Boards of Cooperative Educational Services (BOCES) to establish a Career Education Instructional Equipment Reserve Fund for the replacement and purchase of advanced technology equipment used in instructional programs (§ 1950(4)(ee); 8 NYCRR § 170.3(k). This reserve is further governed by the BOCES under Policy #6227. Interest will be credited to the reserve annually and shall be accounted for in the Capital Fund.

~~Annual contributions, as authorized by the Board, shall not exceed 10% of the BOCES current year career education services budget. An amount not to exceed the greater of 20% of the BOCES current year career education services budget, or \$500,000, may be retained in the reserve fund at the end of the school year for future expenditures, provided that the total amount in the reserve does not exceed \$2,000,000.~~ Purchases from the reserve fund are limited to technologically advanced equipment costing \$1,000 or more. The Board, upon recommendation from the District Superintendent, shall be authorized to assign uses of this reserve.

Annual Report to Board

A reserve plan summary will be maintained and presented to the Board annually with projected recommendations on contributions, utilizations, and balances to be maintained at such time as annual budgets have been evaluated.

Delegation of Responsibility

The District Superintendent and/or Designee shall be responsible for the enforcement of this policy.

Adopted August 15, 2012

ENC. 27

WHEREAS, by Executive Order dated March 7, 2020, the Governor of the State of New York (the “Governor”) declared a disaster emergency in the State of New York with respect to the COVID-19 virus threat to the health and welfare of the residents and visitors to the State; and,

WHEREAS, on March 16, 2020, the Governor issued Executive Order 202.4 which directed all schools in the state of New York to close through April 1, 2020; and,

WHEREAS, through subsequent orders of the Governor including Executive Orders 202.11, 202.14, 202.18 and 202.28 continued to direct all schools in the state of New York to remain closed through the remainder of the 2019-2020 school year; and,

WHEREAS, Executive Orders 202.4, 202.11, 202.14, 202.18, and 202.28 directed all schools and BOCES in the state of New York to provide, among other services, alternate instruction; and,

WHEREAS, Executive Orders 202.4, 202.11, 202.14, 202.18, and 202.28 declared that no school in the state of New York shall be subject to a diminution of school aid due to the failure to meet the 180-day in session requirement as a result of the COVID-19 outbreak provided that schools first use any vacation or snow days remaining; and,

WHEREAS, CVES BOCES must continue to ensure adherence to all Executive orders and all other legal and contractual obligations:

NOW, THEREFORE, BE IT RESOLVED, that the CVES BOCES Board hereby:

- 1) Adopts and approves the attached amended calendar for the CVES BOCES for the remainder of 2019-2020 school year in accordance with the aforementioned Executive Orders and all pertinent legal obligations; and,
- 2) Authorizes and approves continuation of alternate instruction to all CVES BOCES students every weekday from the date of this resolution through the final day of school as established in the amended calendar(s).

ENC. 28

Recommend that the Board elect Linda Gonyo-Horne to the Rural Schools Board of Directors seat for Zone 2, for a three-year term (2020-2023).

ENC. 29

The CVES Board of Cooperative Educational Services nominates _____ for the Area 6 position that is vacant.

CVES/Component School District

2019-2020

Proposed Revised School Calendar
Recommend Adoption by CVES Board

■ School is not in session

July 19						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 19						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 19						
Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 19						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 19						
Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 19						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 20						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4		
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 20						
Su	M	Tu	W	Th	F	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 20						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 20						
Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 20						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

TOTAL DAYS IN SESSION

September	20	January	19
October	22	February	15
November	17	March	22
December	15	April	16
		May	20
		June	14
		Total	186

School May Not Be In Session

- September**
 - Sept. 2 - Labor Day
 - October**
 - Oct. 14 - Columbus Day
 - November**
 - Nov. 11 - Veterans Day
 - Nov. 28 - Thanksgiving Day
 - December**
 - Dec. 25 - Christmas Day
 - January**
 - Jan. 1 - New Year's Day
 - Jan. 20 - Martin Luther King Jr. Day
 - May**
 - May 25 - Memorial Day
- *****
- Sept. 3 - First Day of School for Staff
 - June 26 17 - Last Day of School for Staff at Plattsburgh Campus
 - June 19 - Last Day of School for Staff at Mineville Campus

CVES MISSION

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

MEMORANDUM

TO: Dr. Mark Davey
FR: Teri Calabrese-Gray TCG
DA: June 1, 2020
RE: **June 2020 Board Report**

RECEIVED

JUN 01 2020

OFFICE OF DISTRICT SUPT.
CEWW BOCES

STATEWIDE MATHEMATICS AND SCIENCE PROFESSIONAL LEARNING OPPORTUNITY

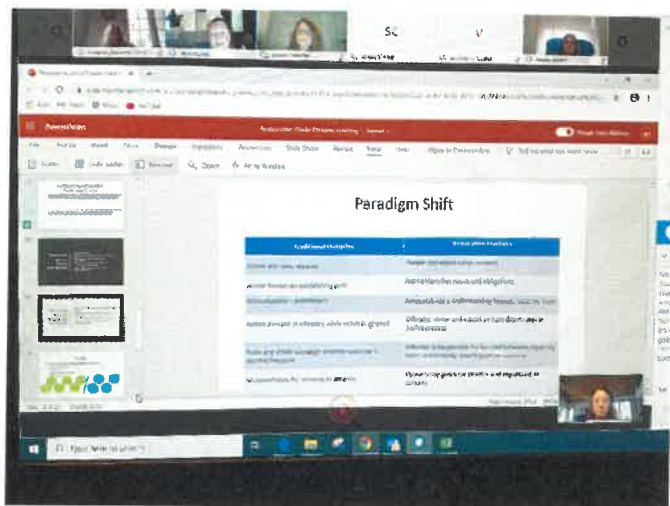
Amanda Zullo, Co-Chair of the SCDN Science Statewide Framework committee, along with Teri Calabrese-Gray, Co-Chair of SCDN Mathematics Statewide Framework committee, assisted in the planning and implementation of a statewide professional development day on May 14th. More than 3500 educators from across the state attended more than 35 offerings that day. It was a huge success!



ISC CONTINUING TO PROVIDE PROFESSIONAL LEARNING OPPORTUNITIES

ISC continues to provide and coordinate webinars for CVES and component school districts under the direction of Susanne Ford-Croghan and Amanda Zullo. They have continuously surveyed educators and seek professional learning opportunities based on requests. For example, the week of

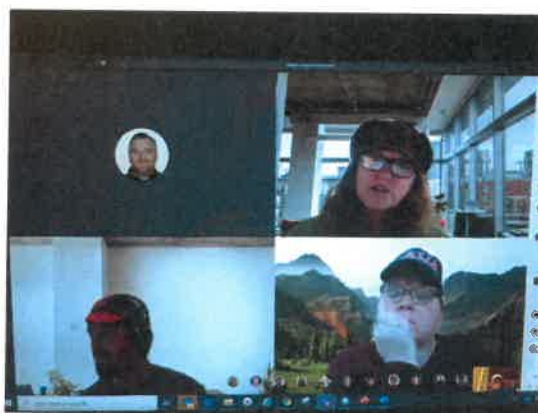
June 1 offerings are listed on [our "full" calendar](#). Roxana Palmer, CVES special education art teacher, is back by popular demand and she will be leading a drawing activity for the next couple weeks. The session is designed to free minds and alleviate stress. Susanne will facilitate a session on [Finishing the Year Strong-Bringing in the Fun](#), items and ideas that have been curated from the work of so many amazing teachers and colleagues across the state. Sue Lefebvre, Susanne and Amanda will be facilitating a session that Sue attended by the NY Public Library on Productivity. This is the second session in the series. All sessions require participants to complete a registration form so attendees are able to earn professional development hours.



Restorative Circle Offering



BOCES Math Statewide Frameworks Mtg



ISC Staff Meeting – Hat Day

STATEWIDE TASK FORCE TO GUIDE THE REOPENING OF SCHOOLS

Chancellor Rosa and Interim Commissioner Tahoe announced that in the coming weeks, the Board of Regents and NYSED will form a [statewide task force to guide the reopening of our schools](#). The task force will be made up of educational leaders, including superintendents, principals, teachers, parents, school board members, and other stakeholders. Although New York State [schools will be closed for the remainder of the academic year](#), SED will work together with these partners to ensure that our

children's educational, developmental, and overall wellbeing is considered during the important discussion about the future reopening.

GRADUATION REQUIREMENTS AND STATE ASSESSMENTS

Over the last two months, NYSED announced the cancellation of the following exams:

- [2020 elementary- and intermediate-level State assessments](#)
- [June 2020 Regents Exams](#)
- [August 2020 Regents Exams](#)

NYSED also released [guidance on modifications to requirements for students to graduate and earn their high school diplomas, credentials, and endorsements](#). In addition, NYSED delayed the rollout of state assessments aligned to the grades 3-8 Next Generation Learning Standards for English Language Arts (ELA) and Mathematics for one year, to spring 2022. Similarly, the alignment of state assessments to the New York P-12 Science Learning Standards will begin in spring 2023. Further, the state extended its current Grades 3-8 ELA and Math Testing contract by one year.

CVES MISSION

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

TO: Dr. Mark C Davey
 FROM: Michele M. Friedman
 DATE: June 1, 2020
 RE: June 2020 Board Report



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JUN 01 2020

OFFICE OF DISTRICT SUPT.
 CEWW BOCES

TEAM CV-TEC CONTINUES TO EMBRACE THE TEAMS ON-LINE TEACHING PLATFORM



Beginning on Wednesday, March 18, 2020, all CV-TEC CTE programs moved to the Microsoft Teams on-line teaching platform to provide homebased instruction for our students while on the extended closure. CV-TEC administrators, teachers and staff have worked and continue to work vigorously to provide meaningful and authentic instruction, supplemental supports and emotional stability to our CV-TEC students and to our Adult Literacy students during this crisis.

The CV-TEC Division is dedicated to providing a meaningful educational experience to our students during this time. Weekly full divisional staff meetings, weekly campus meetings, daily open office hours for teachers and staff have been implemented; as well as a multitude of opportunities for professional development.

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

Plattsburgh & Mineville Chapters



CV-TEC Plattsburgh Main, Satellite & Mineville Campus students will be virtually inducted into the National Technical Honor Society on Wednesday June 3, 2020. The online program will celebrate the accomplishments of this year's inductees and include several special messages from CVES administration and teachers, as well as the candle lighting ceremony and the oath of membership. In addition, Mr. Dana Poirier will be inducted as honorary member for his outstanding contributions to CV-TEC and Career and Technical



Education. The celebration will premiere on June 3, 2020 and then will be available to watch on our website. In order to be considered for nomination the students had to maintain a minimum of a 90% grade point average at CV-TEC, excellent attendance, as well as additional requirements of the Plattsburgh & Mineville Chapters. NTHS honors the achievements of top CTE students, provides scholarships to encourage the pursuit of higher education, and cultivates excellence in today's highly competitive, skilled workforce. *Complete list of inductees is enclosed.*





CV-TEC 2019 Alumni Earns National Technical Honor Society National Alumni Scholarship:

Congratulations to CV-TEC Class of 2019 Alumni Michelle Martineau for receiving the prestigious National Technical Honor Society (NTHS) Alumni Scholarship! Michelle is a graduate of our Culinary Arts Management Program (Peru CSD) and an alumni member of SkillsUSA and NTHS!
CONGRATULATIONS!



#CTEisEssential #teamcvtec #youmatter New York State Education Department
<https://nthshs.org/geico-scholarship/>

CV-TEC Featured In The Sun Community News Article on Phase 2 Reopening!

The Sun Community News featured CV-TEC and our exemplary CTE Programs in a segment highlighting local hair salons and barbershops Phase 2 reopening strategies. Click the link for the story:

<https://suncommunitynews.com/news/80930/hair-salons-barber-shops-evaluate-phase-2-re-entry/?fbclid=IwAR10THJrHsYS8A1vnCcoQ7AGQE6Tp-9zoBLHMM8BV3nPoBwW5vkdhgqaTTk>

CV-TEC CTE Teachers Participate in CTE Statewide Teacher Support & Collaboration Meetings:

The CTE Technical Assistance Center of NY is running a series of Support and Sharing Meetings for CTE Teachers by content area. During this time of uncertainty and significant stress, these meetings are intended to get the content area CTE teachers together to discuss how they are addressing the change in instruction and what they are doing:

- to deliver content online,
- to reach out to students who may not have access to technology
- that works – share videos or lesson ideas
- and benefit from being connected with colleagues in the same content area.

CV-TEC is proud to have our talented CTE and Academic Teachers participating in these statewide meetings and sharing the innovative strategies they are implementing to engage and encourage students.

CTE is ESSENTIAL Facebook Series:

The CV-TEC Division is working diligently to provide meaningful and authentic instruction to our students during this unique time; and also to educate our community that **CTE is ESSENTIAL!** Here are some examples of how Team CV-TEC is rising to the challenge! (Click on the video links below)

- Curious as to how our CV-TEC students are responding to their on-line learning platform? Check out the outstanding videos from **aspiring chef and Culinary Arts Management**

Student, Kaden (PHS)! Awesome, job! Way to Go, Team CV-TEC! CTE is Essential! #youmatter #CTEisEssential#teamcvtec #CTEStrong
New York State Education Department

1. https://youtu.be/7_LJwKxFo-o
2. <https://www.youtube.com/watch?v=EGVQFMGQxDg>
3. <https://www.youtube.com/watch?v=iAmkQYZEqIM>
4. https://youtu.be/sJ8-Lu1n_R8
5. <https://www.youtube.com/watch?v=JUPxRBMHnIw>
6. <https://www.youtube.com/watch?v=PDBDwSrt-pY>
7. <https://www.youtube.com/watch?v=6neYZGu3aUo>
8. <https://www.youtube.com/watch?v=YxbQPSBfY9k>
9. <https://www.youtube.com/watch?v=wJfsGnx8Vxs>

- Curious as to how CV-TEC is providing amazing, quality CTE instruction through our on-line Teams platform? Check out this awesome video from our industry expert and CV-TEC Welding Teacher, Mr. Aubin. CTE is Essential! Way to Go, Team CV-TEC! #youmatter#CTEisEssential #teamcvtec #CTEStrong
New York State Education Department
<https://www.facebook.com/cvtec.cves/videos/955021334927222/>

Curious as to how CV-TEC is providing amazing, quality CTE instruction through our on-line Teams platform? Check out this awesome video from our industry expert and CV-TEC PreCTE Automotive Services Teacher, Mr. Blair. CTE is Essential! Way to Go, Team CV-TEC! #youmatter#CTEisEssential #teamcvtec #CTEStrong
New York State Education Department
<https://youtu.be/32dU9skIrm4>





National Technical Honor Society

CV-TEC PLATTSBURGH 2020 INDUCTEES

Name	CV-TEC Program	School District
Rachel Hilchey	Graphic Design & Communication	Plattsburgh Central
Ethan Lange	Digital Art & Design	Peru Central
Jadyn LaValley	Business & Health Management	Northern Adirondack Central
Nancy LaValley	Early Childhood Education	Post-Secondary
Michael Magee	Electrical Design, Installation, & Alternative Energy	Post-Secondary
Christina Marks	Business & Health Management	Post-Secondary
Ashely Martin	Graphic Design & Communication	Northeastern Clinton Central
Kendra Moore	Allied Health	Peru Central
Kayla Myers	New Visions Medical	Saranac Central
Olivia Perry	Allied Health	Saranac Central
Kara Piscitelli	Licensed Practical Nursing	Post-Secondary



National Technical Honor Society

CV-TEC PLATTSBURGH 2020 INDUCTEES

Name	CV-TEC Program	School District
John Potroanchenu	Heavy Equipment Diesel Mechanics Technology	Willsboro Central
Keshia Poupore	Cosmetology	Northern Adirondack Central
Carley Premo	Automotive Technology	Northern Adirondack Central
Katie Rock	New Visions Medical	Beekmantown Central
Madisen Russell	Cosmetology	Willsboro Central
Tanner Spear	New Visions Medical	Peru Central
Courtney Trombly	Licensed Practical Nursing	Post-Secondary
Chastity Wardell	Animal Science Veterinary Assistant	Ausable Valley Central
Alexus Welch	Allied Health	Peru Central
Dylan Welch	Welding	Saranac Central
Emily Whitney	Animal Science Veterinary Assistant	Keene Central



National Technical Honor Society

CV-TEC PLATTSBURGH



2020 INDUCTEES

Name	CV-TEC Program	School District
Zachary Bushey	Digital Art & Design	Beekmantown Central
Katelyn Cragle	Early Childhood Education	Beekmantown Central
Kamron Davis	Cosmetology	Chazy Central
Thomas Dezan	Security & Law Enforcement	Northern Adirondack Central
Donevin Edwards	Automotive Collision Repair	Northeastern Clinton Central
Tammy Eldredge	Licensed Practical Nursing	Post-Secondary
Kelsey Gamache	Cosmetology	Northeastern Clinton Central
Bruce Gaudette	Electrical Design, Installation, & Alternative Energy	Post-Secondary
Chylyn Gelinault	Graphic Design & Communication	Northeastern Clinton Central
Nolan Gonyo	Heavy Equipment Diesel Mechanics Technology	Northeastern Clinton Central
Noah Hemingway	Environmental Conservation & Forestry	Northern Adirondack Central



National Technical Honor Society

CV-TEC MINEVILLE 2020 INDUCTEES

Name	CV-TEC Program	School District
Amber Bacon	Allied Health	Moriah Central
David Bechard	Natural Resources Management	Ticonderoga Central
Nolan Costello	Construction Trades	Moriah Central
Cole Glebus	Natural Resources Management	Moriah Central
Zayne Leddick	Marine Technology	Schroon Lake Central
Harley Macri	Allied Health	Schroon Lake Central
Samantha Montville	Allied Health	Ticonderoga Central
Makenzie Morrison	Allied Health	Ticonderoga Central
Mya Pertak	New Visions Medical Careers	Crown Point Central
Malika Saleem	New Visions Medical Careers	Moriah Central
Jennifer Taylor	Cosmetology	Post-Secondary



National **Technical**
Honor Society

CV-TEC PLATTSBURGH



2020 INDUCTEES

Honorary Inductee

Dana R. Poirier

Security & Law Enforcement Teacher &

NTHS Advisor

At CV-TEC For 16 Years

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: Matt Slattery
Date: June 2020
Re: Board of Cooperative Educational Services Report

North Country Twins turn 17 on the 17th (By Ellen Supinski)

When we shut our doors to our physical school building on March 17, we became abruptly disconnected from our students and our student support teams. In the caring culture of the William A. Fritz Special Education Division, all of our students and staff are more than just a class. We are a family of teachers, therapists, aides, assistants, parents and caregivers. We all rely on each other to fuel the successes of each student.

Ironically, the closing has strengthened our connections. Although we have progressed in our use of video meetings and technology, it's just not the same as the in-person work we do on a daily basis.

Knowing one of my student's birthdays was coming up on May 17, 2020, I took this opportunity to bring us all back together. At first, I planned a simple, small drive-by birthday parade. This type of thing seemed to be what everyone was doing in this new "normal" life we are living. In the meantime, I was hopeful that maybe a few of the many staff who work with my student would join in the parade. When I proposed the idea, all of my aides and Teacher assistant couldn't wait to be a part of it. I decided to invite his other program teachers: his Art Teacher, Physical Education Teacher, Work Experience Coordinator, Counselor, and Speech Therapist. I was hopeful that a few would show up. I contacted my student's mom to plan a good time for the drive-by. She was ecstatic and quickly jumped on board.

We planned to meet at the post office down the road from the student's house at 10am that morning. When I pulled in, several cars were already there and staff with masks were re-connecting for the first time since school closed. Their cars were decorated with balloons and signs. It felt magical in a strange way. More Cars pulled in, and then the Morrisonville Fire Department arrived to coordinate. (The proud mother had contacted the fire department to join us). The small drive-by had transformed into a parade. We assembled our parade of 12 cars and a fire truck. With flashers flashing, sirens squealing, noise makers blowing, horns honking, and Happy Birthday cheers from car windows, we slowly drove by his house.

Gideon stood in the lawn with his mom and twin brother. So, yes, two birthdays were celebrated, turning 17 on the 17th. The boys were surprised, as it was kept a secret. He waved in awe and he bowed with appreciation and thanks. Signs and small gifts were left at his mailbox. Mom shared that "The twins were surprised when Gideon's teachers and school staff at CVES decided to do a drive by birthday parade today with a cameo appearance by the Morrisonville Fire Department. Special thanks to ALL who started his day off



with this special moment. I made a movie of the fire truck and many decorated cars but oops, forgot to hit record, but it was a spectacular sight to see!"

This "simple" birthday celebration helped to re-connect and build a strong connection during this time between school staff, a student and his family, and the community. We all left with a feeling of success, joy and happiness. We are still together and will continue to succeed and progress together for each other and our students.

Noteworthy Highlights from 2019-20

- The opening of the Community Pre-Vocational program at Sibley created a pathway for not only our students that are exiting CVES but also the students in our component districts. It provides those students an opportunity to socially interact with age appropriate peers in a typical environment.
- Attainment of \$1.5 Million dollars to create opportunities for students, programs and educational institutions, not only in our component school districts but the surrounding counties as well, to revisit the transition and work readiness services they provide to youth with disabilities and how to support them best in their transition to the adult world.
- We have achieved becoming recognized as Common Sense Media School. We believe that digital citizenship skills have become essential for students in the 21st century, especially since we are using technology to transform learning. We are committed to teaching our students how to be digital learners, leaders, and citizens.
- Our teachers continue to learn and implement new curriculum striving to do better for our students and provide more supports to meet their unique learning needs. Elementary academics implemented Connecting Math this year and have found it to be beneficial. The addition of the math component compliments the Reading Mastery/ Corrective Reading programs that were implemented last year. We look forward to adopting an updated science curriculum next year.
- Teachers worked together to be flexible with instruction. A child in the K-1 class pushed into "math" in a different teacher's classroom so that he could receive instruction at his level of readiness. Another student in intermediate life skills "pushed into" reading in an academic classroom so that he could participate at his level of instruction. Differentiating instruction requires flexibility and creativity. Our team is dedicated to meeting the individual needs of our students with disabilities.
- We continued our commitment to Therapeutic Crisis Intervention for Schools (TCIS) by training and refresh all staff in Special Education to provide the tools necessary to support, prevent and deescalate students when they are faced with overwhelming challenges. TCIS is a strong component of culture and commitment to students, in partnership with trauma-based practices, restorative practices, PAX, and PBIS.
- The Autism program continues to grow and develop, alongside our partnership with the New England Center For Children.
 - We have built more capacity within our own program and reduced some of costs of our NECC contract.
 - Our Autism program manual has been completed with final edits and ready to be distributed by the end of the school year.
 - Teachers in the program have committed to enhancing our curriculum within the program with focus on incorporating more of the Reading Wonders Series, Edmark Reading, and most recently discussed TouchMath & Saxon Math.
 - Began strengthening the work experience component within the older autism classroom to better transitioning students post school success.
- Our elementary counselors changed to an integrated model of service delivery in order to become more trauma-transformed. Although there were initially a few challenges, the addition of the counselor to the daily class environment allowed the counselor to build authentic relationships, to observe children in their natural settings, and to collectively problem solve with the staff. This model must be continued to strengthen our service delivery

- Prior to our move to the homebased learning platform, the Mineville campus was able to significantly decrease the frequency of physical interventions needed to keep students and staff safe. From the beginning of the school year until the March closure, the need for TCI interventions were dramatically decreased.
- Upon our move to homebased learning, the aides from both the Plattsburgh campus and the Mineville campus have worked together daily in consistent professional development. Seeing the opportunity to expand our opportunities in this setting, the aides have worked weekly with Counselors, Principals and School Nurses to more deeply explore the concepts of trauma informed care, TCI, mindfulness and restorative justice practices.
- Throughout the past two months ongoing work with our Coordinators, Principals, and Director has resulted in significantly better alignment of the procedures and protocols across the division as well as between WAF and Mineville. Dr. Stay states, "at no time in the past 10 years has there been the opportunity to deeply review and revise the structure of our program and the procedures we employ."

Coser	FINAL	921-2020		927-2019		927-2020		930-2020		944-2019		947-2020		949-2020		950-2020		951-2019		951-2020	
		NSLP Equipment Assistance (WAF)		Core Rehabilitation Services		Core Rehabilitation Services		Pre-ETS		Early College High School Program and Pathways		SLS Operating Aid		SLS Categorical Aid for Automation		EPE		HSE Test Administration		HSE Test Administration	
Program Description																					
Approved Budget		\$ 5,168	\$ 491,366	\$ 631,752	\$ 300,000	\$ 150,000	\$ 98,775	\$ 11,382	\$ 409,041	\$ 7,397	\$ 7,397	\$ 7,397	\$ 7,397	\$ 7,397	\$ 7,397	\$ 7,397	\$ 7,397	\$ 7,397	\$ 7,397	\$ 7,397	\$ 7,397
Revenue Available/Earned		\$ 5,117	\$ 503,534	\$ 182,578	\$ -	\$ 150,000	\$ 97,040	\$ 9,704	\$ 345,148	\$ 7,547	\$ 7,547	\$ 7,547	\$ 7,547	\$ 7,547	\$ 7,547	\$ 7,547	\$ 7,547	\$ 7,547	\$ 7,547	\$ 7,547	\$ 7,547
Prior Year Rollover		-	191,714	207,682	-	-	1,735	1,678	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures to-date		(5,117)	(487,566)	(211,359)	(16,984)	-	(88,723)	(8,603)	(314,060)	(2,516)	(2,516)	(2,516)	(2,516)	(2,516)	(2,516)	(2,516)	(2,516)	(2,516)	(2,516)	(2,516)	(2,516)
Est. Encumbrances to-date (including indirect cost)*		-	-	(480,845)	(87,216)	-	(7,773)	(635)	(45,818)	(116)	(116)	(116)	(116)	(116)	(116)	(116)	(116)	(116)	(116)	(116)	(116)
Unexpended Balance		\$ -	\$ 207,682	\$ (301,943)	\$ (104,200)	\$ 150,000	\$ 2,279	\$ 2,145	\$ (14,750)	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893	\$ 7,893
Percentage Utilized		99%	98%	110%	35%	0%	98%	81%	88%	36%	36%	36%	36%	36%	36%	36%	36%	36%	36%	36%	36%
Grant Program Ending:		7/31/2020	12/31/2019	12/31/2020	12/31/2020	6/30/2021	6/30/2020	6/30/2020	6/30/2020	12/31/2019	12/31/2019	12/31/2019	12/31/2019	12/31/2019	12/31/2019	12/31/2019	12/31/2019	12/31/2019	12/31/2019	12/31/2019	12/31/2020
Finance Approval Obtained:		8/28/2019	2/7/2019	2/7/2019	1/10/2020	2/22/2019	6/26/2019	6/29/2019	8/30/2019	6/4/2019	6/4/2019	6/4/2019	6/4/2019	6/4/2019	6/4/2019	6/4/2019	6/4/2019	6/4/2019	6/4/2019	6/4/2019	6/4/2019
Director:		Bell	Slattery	Slattery	Slattery	Gray	Gray	Gray	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman

Coser	FINAL	952-2020		954-2020		956-2020		959-2019		959-2020		963-2020		966-2020		996-2020		997-2020	
		WIOA, Title II, Adult Basic Ed		Perkins IV/CTEIA-Basic Grant		SLS Supplemental Operating Aid		SNAP Employment & Training - Venture IV		SNAP Employment & Training - Venture IV		North Country Region Career Pathways III		WIOA, Title II, Incarcerated		NYS Basic Literacy- JCEO		NYS Basic Literacy- One Work Source	
Program Description																			
Approved Budget		\$ 60,123	\$ 108,175	\$ 50,723	\$ 300,000	\$ 370,279	\$ 185,747	\$ 331,353	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Revenue Available/Earned		\$ 60,123	\$ 108,175	\$ 47,385	\$ 108,000	\$ 58,250	\$ 133,500	\$ 331,353	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Prior Year Rollover		-	-	3,338	76,257	70,279	14,997	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures to-date		(53,777)	(87,692)	(45,399)	(113,978)	(79,967)	(61,099)	(239,233)	(107,046)	(101,064)	(101,064)	(101,064)	(101,064)	(101,064)	(101,064)	(101,064)	(101,064)	(101,064)	(101,064)
Est. Encumbrances to-date (including indirect cost)*		(6,395)	(17,991)	(1,754)	(124,008)	(11,823)	(61,260)	(16,588)	(18,175)	(18,175)	(18,175)	(18,175)	(18,175)	(18,175)	(18,175)	(18,175)	(18,175)	(18,175)	(18,175)
Unexpended Balance		\$ (49)	\$ 2,493	\$ 3,570	\$ 70,279	\$ (75,446)	\$ 75,574	\$ 30,860	\$ 1,366	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761	\$ 5,761
Percentage Utilized		100%	98%	93%	38%	55%	39%	91%	99%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Grant Program Ending:		6/30/2020	6/30/2020	6/30/2020	9/30/2019	9/30/2020	3/31/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020	6/30/2020
Finance Approval Obtained:		8/12/2019	9/19/2019	6/27/2019	11/30/2018	1/13/2020	8/14/2019	8/14/2019	9/13/2019	9/13/2019	9/13/2019	9/13/2019	9/13/2019	9/13/2019	9/13/2019	9/13/2019	9/13/2019	9/13/2019	9/13/2019
Director:		Friedman	Friedman	Gray	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman	Friedman

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