CHAMPLAIN VALLEY EDUCATIONAL SERVICES **BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

Sole Supervisory District of Clinton, Essex, Warren and Washington Counties

AGENDA FOR BOARD MEETING TO BE HELD AT THE INSTRUCTIONAL SERVICES CENTER, PLATTSBURGH, NY FOR BOARD MEMBERS ONLY ON JANUARY 13, 2021, PROPOSED EXECUTIVE SESSION AT 6:30 P.M. – MEETING TO FOLLOW

Public participants may use the following WebEx Address: https://bit.ly/2L2WEhj

Or by calling 1-408-418-9388 Meeting number (access code): 179 414 4011

No Action	 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. CAPITAL PROJECT UPDATE Dr. Mark C. Davey & Mr. Eric Bell
Action	6. MINUTES OF PREVIOUS MEETING a. December 9, 2020 Monthly Meeting Minutes (Enc. 1)
Action Action Action Action Action Action Action Action Action Actions Action Action	 7. CONSENT AGENDA FINANCIAL a. Certification of Warrant (Enc. 2) b. Treasurer's Report (Enc. 3) c. Donations (Enc. 4) d. Special Aid Fund Project (Enc. 5) e. Cross Contracts Budgets (Enc. 6) f. Budget Increases (Enc. 7) g. Rescind/Approve Agreement (Enc. 8) h. Memorandums of Agreement (Enc. 9) i. Agreements (Enc. 10) j. Transportation Agreement Renewal (Enc. 11) 8. OLD BUSINESS a. Committees Audit Committee Meeting Highlights – October 14, 2020 (Info. only) (Enc. 12)
Action Action Action Action Action Action	9. CONSENT AGENDA PERSONNEL a. Resignations for the Purpose of Retirement (Enc. 13) b. Resignations (Enc. 14) c. Leave of Absence (Enc. 15) d. Civil Service Probationary Appointments (Enc. 16) e. Civil Service Provisional Appointment (Enc. 17) f. Permanent Appointments (Enc. 18)

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Action g. Temporary Appointment (Enc. 19)
Action h. Adult Education Course Instructor (Enc. 20)

Action i. Additional Work (Enc. 21)
Action j. Substitutes (Enc. 22)

Action k. Authorization of Individuals to Collect Money (Enc. 23)

Action 1. Petty Cash Funds (Enc. 24)

Action m. Appointment of the Deputy Clerk of the Board/Oath of Office (Enc. 25)

10. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

Action a. Certification of Lead Evaluator Resolution (Enc. 26)

Action b. Re-certification of Lead Evaluators and Lead Principal Evaluators (Enc. 27)

Action c. Memorandum of Agreement (Enc.28)

11. NEW BUSINESS

No Action a. None this month

No Action 12. STRATEGIC PLAN UPDATE -- Dr. Mark C. Davey

No Action 13. DISTRICT SUPERINTENDENT'S UPDATE

No Action 14. OTHER

No Action 15. NEXT BOARD MEETING

Wednesday, February 10, 2021, to be held at the Instructional Services Center in Plattsburgh, NY – Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.

No Action 16. REPORTS FROM DIRECTORS (Enc. 29)

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

January 13, 2021	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
January 26, 2021	Board Budget Committee Meeting – Analyze/Discuss Preliminary 2021-22
	Budgets - Finalize Draft Budgets - ISC, Plattsburgh - 7:00 p.m.
February 10, 2021	Audit Committee Meeting – Instructional Services Center, Plattsburgh - 5:00 p.m.
February 10, 2021	Board Meeting/Budget Presentations – ISC, Plattsburgh – 6:30 p.m.
February 18-20, 2021	AASA Convention – New Orleans, LA
March 1, 2021	Spelling Bee – Plattsburgh City School High School Auditorium 5:00 p.m.
	(Snow date: March 2, 2021)
March 10, 2021	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
March 11, 2021	ISAB Awards – Giltz Auditorium SUNY Plattsburgh – 6:00 p.m. (Tentative)
March 25, 2021	CV-TEC Open House – Plattsburgh – 6:00 p.m.
March 30, 2021	CV-TEC Open House – Mineville – 6:00 p.m. ¬
April 10-12, 2021	NSBA Convention – New Orleans, LA
April 14, 2021	Annual Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
April 22, 2021	Election of CVES Board Members and Vote on Administrative Budget
May 11, 2021	NTHS Ceremony – Rainbow Banquet Hall, Altona – 7:00 p.m.
May 12, 2021	Audit Committee Meeting – Yandon-Dillon Center, Mineville 5:00 p.m.
May 12, 2021	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
May 19, 2020	Career Connect – Location/Time TBD
May 20, 2021	NTHS Ceremony – Moriah High School Auditorium – 7:00 p.m.
May 26, 2021	SkillsUSA Awards Banquet – Butcher Block – 6:00 p.m.
June 9, 2021	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
June 10, 2021	No. Country Loggers Awards Banquet – 6:00 p.m.
June 11, 2021	WAF Graduation Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 12, 2021	HSED Graduation – Westside Ballroom – 1:00 p.m.
June 22, 2021	CV-TEC Plattsburgh Graduation Ceremony – SUNY Field House – 7:00 p.m.
June 24, 2021	CV-TEC Mineville Graduation Ceremony – Moriah Central School – 7:00 p.m,

MOTIONS TO ENTER INTO EXECUTIVE SESSION

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

Recommend that the Board approve the Draft Minutes from the December 9, 2020 Monthly Board meeting. (attached)

ENC. 2

Recommend that the Board approve the Certification of Warrant for November 24, 2020 to January 4, 2021. (attached)

ENC. 3

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

ENC. 4

Recommend that the Board approve the following Donations:

1. For the Student Stipend Fund:

United Way (November 2020)	198.14
United Way (December 2020)	198.14
Pepsi-Cola Bottling Co. (December 2020)	<u>58.84</u>
TOTAL - \$	455.12

- 2. Donation of tool batteries, chargers, bits, gear bags and blades from Lowe's Home Improvement, with an estimated value of \$2,000.00. This donation will benefit the Construction Trades programs at CV-TEC.
- 3. Donation of empty medication bottles from Maggy Pharmacy. This donation will benefit the LPN program at CV-TEC.

ENC. 5

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

1. Harbor Freight Tools for Schools Grant, special aid fund project, in the amount of \$35,000, for the period of October 14, 2020 through June 1, 2021. This program is funded through Harbor Freight Tools for Schools, LLC. (CV-TEC)

<u>ENC. 6</u>

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

- 1. Special Education 12:1 3:1 Program Franklin-Essex-Hamilton (FEH) BOCES budget in the amount of \$64,800 for the 2020-2021 school year to accommodate for a cross contract with FEH BOCES and Northern Adirondack (Co-Ser 204 Special Ed)
- 2. Model Schools Oneida-Herkimer-Madison (OHM) BOCES budget in the amount of \$1,730 for the 2020-2021 school year to accommodate for a cross contract with OHM BOCES and Boquet Valley. (Co-Ser 548 ISC)
- 3. Smart Schools Capital Region BOCES budget in the amount of \$480 for the 2020-2021 school year to accommodate for a cross contract with Capital Region BOCES and Northern Adirondack. (Co-Ser 567 ISC)

CHAMPLAIN VALLEY EDUCATIONAL SERVICES

Board of Cooperative Educational Services Sole Supervisory District of Clinton, Essex, Warren and Washington Counties

DATE: December 9, 2020

KIND OF MEETING: Regular Board Meeting

PLACE: Instructional Services Center, Plattsburgh, NY (Board Members Only)

Remote Via Webex Event (Video & Transcription will be available on CVES

Website upon completion)

Board Members Present:Board Members Absent:Others Present:Larry BarcombEvan GladingTeri Calabrese-GrayLeisa BoiseRichard MalaneyMichele Friedman

Patricia Gero Richard Malaney Michele Friedmar

Poug Spilling Matthew Slattery

Linda Gonyo-Horne Michael St. Pierre Eric Bell

Richard Harriman, Sr.

Donna LaRocque

Executive Officer:

Alex St. Pierre

Ed Marin Dr. Mark C. Davey

Thomas McCabe (joined meeting

at 6:51pm) Board Clerk:

Bruce Murdock Meaghan Rabideau Lori Saunders

MEETING TO ORDER

Scott Thurber

Board President St. Pierre called the meeting to order at 6:30 p.m.

EXECUTIVE SESSION

Mr. Harriman, Sr. moved, seconded by Mrs. LaRocque, that the Board go into Executive Session at 6:33 p.m., for the following reasons: #4 - A matter of discussion regarding proposed, pending or current litigation; #5 - A matter of collective negotiations pursuant to article 14 of Civil Service Law (the Taylor Law); and #6 - 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. All Board Members present voted yes—motion carried.

In Executive Session, the Board met with the District Superintendent and several CVES senior administrative team members at Dr. Davey's invitation. Dr. Davey reviewed his hiring recommendation for CVES' Adult Services Administrator, and several FMLA COVID-related leaves were reviewed with potential legal implications. Next, an update was provided on a Title IX matter which is under investigation. Third, several Capital Project contract updates were provided involving the ongoing construction work underway and the project's progress. Fourth, a brief labor relations update was given including several upcoming discussions with several labor associations. Fifth, several confidential personnel matters and recommendations were reviewed related to the Board meeting's planned action.

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Note: Thomas McCabe, Board Member, joined the meeting at 6:51 p.m.

Mr. Harriman Sr., moved, seconded by Mr. Murdock that the Board come out of Executive Session at 7:37 p.m. All Board Members present voted yes—motion carried.

AUDIT COMMITTEE UPDATE

Dr. Davey thanked the Board's Audit Committee members for their attendance and participation in the earlier meeting, and he thanked Mr. Eric Bell, Assistant Superintendent of Management Services, and Mrs. Christine Myers, Treasurer, for assistance in preparing the meeting's materials. During the successful meeting, Mr. Bell reviewed the Corrective Action Plan from the June 30, 2020 Annual Independent Audit Management Letter and CVES' response which is recommended for approval this evening. There were two minor findings which have been reviewed and rectified. Lastly, Mr. Bell reported that the Comptroller Sate Audit began yesterday, December 8, 2020, at CVES. He noted that all of the Comptroller's work will be done remotely. It is expected to be a very thorough financial operations review from the State, and the Management Services team will be working closely with the auditors to assist with a successful audit. The next Audit Committee meeting will be held on February 10, 2021 at the Instructional Services Center.

BUDGET COMMITTEE UPDATE

Dr. Davey began the update by thanking the Budget Committee members for their participation in the review of the current budget year's reconciliations at the December 2, 2020 meeting. Mr. Bell provided a brief update on the divisional reconciliations including areas that are being monitored and the impact of enrollment fluctuations. Next, he shared that the C-E-W-W Health Insurance Consortium has had a successful year, adding to the consortium's reserves which will be a major factor in rate setting for next year. Mr. Bell also reviewed several other NYS economic factors that will influence both CVES' budget and those of our component districts. Mrs. Gero, Budget Committee and Board member, commended Eric and the CVES team for their work on the budget during this difficult year. The next Budget Committee meeting will be held on January 26, 2021 at 7:00 p.m. at the Instructional Services Center, where preliminary 2021-22 budgets will be analyzed and discussed as well as finalizing the draft budget.

CAPITAL PROJECT UPDATE

Mr. Eric Bell began the update by sharing with the Board the status of our CVES' "mini" capital projects. He reported that all doors are scheduled to be installed at the Plattsburgh Main Campus by the end of December. Next, he focused on the Capital Project and indicated that the remaining punch list items from the summer's work, will be completed on the Main Campus during Christmas break while students are not on campus. At the Satellite campus, the new addition is progressing well, and the construction crew is working on temporary heat so they can continue working during the colder months. The main hanger space has been the primary focus, with the pouring of concrete before the December Holiday break. The large hanger space, when the renovations are completed, will include office space and the large conference space, with room dividers. The construction

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project is on schedule with the hope of moving employees from ISC and other locations into the renovated South Campus building prior to the start of school in September 2021.

CORRECTIVE ACTION PLAN & AUDIT RESPONSE

Mrs. LaRocque moved, seconded by Mrs. Saunders, that the Board approve the Corrective Action Plan for the 2019-20 Annual Independent Audit Management Letter Comments. All Board Members present voted yes—motion carried.

PREVIOUS MINUTES

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., to approve the minutes of the November 18, 2020 monthly Board meeting as presented. All Board Members present voted yes—motion carried.

CONSENT AGENDA FINANCIAL

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

CERTIFICATION OF WARRANT

Approve the Certification of Warrant for November 7, 2020 to November 23, 2020, as presented.

TREASURER'S REPORT

Approve the Treasurer's Reports from October 31, 2020 as presented.

DONATIONS

Approve the following Donations:

- 1. Donation of \$200 from Marie Tenebruso in memory of Paule Bonelli. This donation will be used to assist with Special Education Positive Behavioral Intervention & Support (PBIS).
- 2. Donation of \$100 from Harland Funeral Home, Inc. This donation will be used to assist with Special Education Positive Behavioral Intervention & Support (PBIS).
- 3. Donation of \$25 from Mr. & Mrs. Pat Maloney in memory of Robert Carpenter. This donation will be used to benefit multiple CV-TEC programs.
- 4. Donation of \$50 from Mr. & Mrs. Michael Maloney in memory of Robert Carpenter. This donation will be used to benefit multiple CV-TEC programs.

SPECIAL AID FUND PROJECT CONTINUATIONS

Approve the following Special Aid Fund Project Continuations:

- 1. WIOA, Title II, Adult Basic Education and Literacy Services special aid fund project be allowed to continue providing services for the period January 1- March 31, 2021. Expenditures are not to exceed \$15,498. (CV-TEC)
- 2. WIOA, Title II, Incarcerated and Institutionalized Education special aid fund project be allowed to continue providing services for the period January 1- March 31, 2021. Expenditures are not to exceed \$101,973. (CV-TEC)

- 3. NYS Basic Literacy- JCEO special aid fund project be allowed to continue providing services for the period January 1- March 31, 2021. Expenditures are not to exceed \$18,369. (CV-TEC)
- 4. NYS Basic Literacy- One Work Source special aid fund project be allowed to continue providing services for the period January 1- March 31, 2021. Expenditures are not to exceed \$17,345. (CV-TEC)
- 5. Perkins V/CTEIA- Basic special aid fund project be allowed to continue providing services for the period January 1- March 31, 2021. Expenditures are not to exceed \$29,221. (CV-TEC)

SPECIAL AID FUND PROJECTS

Approve the following Special Aid Fund Projects:

- 1. COVID-19 Response Learning & Leadership Grant, special aid fund project, in the amount of \$5,000, for the period of November 16, 2020 through October 16, 2021. This program is funded through the National Education Association Foundation. (ISC)
- 2. Healthy Cafeteria Sustainability Grant, special aid fund project, in the amount of \$50,000, for the period of November 1, 2020 through October 31, 2021. This program is funded through the Cloudsplitter Foundation. (Management Services)
- 3. Education Stabilization Fund, special aid fund project, in the amount of \$82,722, for the period of November 5, 2020 through November 4, 2021. This program is funded through the CARES Act Higher Education Emergency Relief Fund. (CV-TEC)

CONSENT AGENDA PERSONNEL

Mrs. LaRocque moved, seconded by Mr. Harriman, Sr., to approve the following Consent Agenda Personnel items as presented. All Board Members present voted yes—motion carried.

RESIGNATION FOR THE PURPOSE OF RETIREMENT JOHNSON

Approve the following letter(s) of resignation for the Purpose of Retirement:

1. Fredric Johnson, Electrical Teacher, Effective July 2, 2021.

RESIGNATION CASSAVAUGH

Accept the following letter(s) of Resignation:

1. Morgyn Cassavaugh, Teacher Aide/Student Aide, Effective December 7, 2020

LEAVE OF ABSENCE AGUILAR, STOFFEL

Approve the following leave(s) of absence:

1. Henry Aguilar, Lifeguard, unpaid leave of absence, effective December 12, 2020 through February 12, 2021.

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2. Rhona Stoffel, Special Education Teacher, unpaid leave of absence, effective December 8, 2020 through February 12, 2021.

CIVIL SERVICE PROBATIONARY APPOINTMENTS FRENYEA, DEFAYETTE, TROMBLEY

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

- 1. Angelia Frenyea (Pending Fingerprint clearance), Teacher Aide/Student Aide Effective December 7, 2020, Annual Base Salary of \$17,844, Prorated Salary of \$12,105.23.
- 2. Mikayla Defayette (Pending Fingerprint clearance), Teacher Aide/Student Aide Effective December 7, 2020, Annual Base Salary of \$17,844, Prorated Salary of \$12,105.23.
- 3. Kierra Trombley, Food Service Helper, Effective November 30, 2020, Annual Base Salary of \$16,807, Prorated Salary of \$11,824.02.

PERMANENT APPOINTMENT GATES, SMITH, BUSHEY, DANIELS

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

- 1. Becky Gates, Offset Print Machine Operator, Effective April 6, 2020
- 2. Matt Smith, Communication & Publication Coordinator, Effective September 24, 2020
- 3. Nicholas Bushey, Custodial Worker, Effective January 2, 2021
- 4. Gladys Daniels, Food Service Helper, Effective January 6, 2021

ADULT EDUCATION INSTRUCTOR

Approve the following Adult Education Course Instructors for the 2020-21 school year:

Adult Education Health Careers (\$38.50/hour)

Dylan Limlaw

FACILITATOR

Approve the following list of Facilitator(s) for the 2020-21 school year:

Facilitators (\$30.00/hour)

Joan Mcgowan Melissa Gough

SUBSTITUTES

Approve the following list of Substitute and Temporary-On-Call appointments for the 2020-21 school year:

Name Position
Kirstin Kalefsky Teacher

Kirstin Kalefsky Teaching Assistant

Dr. Davey acknowledged the retiree that was approved and thanked him for his 36 years of dedicated service at CVES.

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BUDGET INCREASES

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., that the Board approve the following Budget Increases:

- 1. Inter-Scholastic Sports Coordination budget from \$149,699 to \$151,699 for the 2020-2021 school year due to increased participation with the software RSchool. (Co-Ser 554 ISC)
- 2. Instructional Technology Service budget from \$329,400 to \$499,986 for the 2020-2021 school year due to increased participation/usage from Boquet Valley, Chazy, Keene, NCCS and Peru School Districts. (Co-Ser 564 ISC)
- 3. Substitute Coordination budget from \$17,355 to \$29,408 for the 2020-2021 school year due to participation from AuSable Valley CSD. (Co-Ser 654 ISC) All Board Members present voted yes—motion carried.

LETTERS OF RESIGNATION BRINTON, STEIN, TAYLOR, MITCHELL-BRIEHL Mrs. LaRocque moved, seconded by Mr. Harriman, Sr., that the Board approve the following letter(s) of Resignation:

- 1. Marcia Brinton, Teacher Aide/Student Aide, Effective December 3, 2020
- 2. Katie Stein, Teacher Aide/Student Aide, Effective December 12, 2020
- 3. Kara Taylor, Accountant (Schools), Effective January 6, 2021
- 4. Jessica Mitchell-Briehl, Food Service Teacher, Effective January 8, 2021 All Board Members present voted yes—motion carried.

FOUR-YEAR PROBATIONARY APPOINTMENT IORIO, JR. Mrs. LaRocque moved, seconded by Mr. Harriman, Sr., that the Board appoint the following person(s) to a Four-Year Probationary Appointment as follows:

1. John Iorio, Jr., Adult Services Administrator, Effective January 4, 2021, Annual Base Salary of \$95,000.00, Prorated Salary of \$50,666.67. All Board Members present voted yes—motion carried.

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

CIVIL SERVICE PROVISIONAL APPOINTMENT GONYEA Mrs. LaRocque moved, seconded by Mr. Harriman, Sr., that the Board appoint the following person(s) to a Provisional Civil Service Appointment as follows:

1. Tara Gonyea, Teacher Aide/Student Aide, Effective December 14, 2020, Annual Base Salary of \$17,844, Prorated Salary of \$11,656.88. All Board Members present voted yes—motion carried.

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MEMORANDUM
OF AGREEMENT
CEWW BOCES
AND CVES
CONFIDENTIAL
UNIT

Mrs. LaRocque moved, seconded by Mrs. Saunders, that the Board approve the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the CVES Confidential Unit that acknowledges the addition of the Benefits Specialist. All Board Members present voted yes—motion carried.

STRATEGIC PLAN UPDATE

Dr. Davey thanked the District Planning Team (DPT) for a successful December DPT update meeting and their work with facilitator Sean Brady in updating the 2020-21 Strategic Plan. The DPT discussed the year's planned areas of focus including the new goals such as updating the CVES' website, logo and refreshing our public relations and communications efforts. Dr. Davey discussed the Board's support for our CVES-wide goal initiative of promoting Equity, Inclusion and Acceptance. He discussed a potential Board retreat with a Diversity trainer specialist to support the Board's endorsement of this goal and to highlight their support for the initiative across CVES with all our students, staff and to support similar initiatives in our component districts.

DISTRICT SUPT. UPDATE

Dr. Davey began his District Superintendent's update by sharing that one of our Special Education student's holiday ornament was chosen as the NY State award winner for display on the National Holiday Tree in the White House. In addition, 12 WAF Special Education students' ornaments were placed on the NYS Holiday Tree on the National Mall in Washington, D.C., along with students from the other 49 states and their holiday trees. Dr. Davey thanked CVES' Art Teacher, Roxanna Palmer, for her help and guidance with this project's submission. Second. Dr. Davey discussed that CVES acknowledges that the upcoming holidays can be a challenging time for many students. He noted that our CVES staff works hard to be generous and to embrace the spirit of the holidays for all on campus. Projects, donations, gift giving, are all just a few examples of the holiday cheer that is being spread throughout the CVES campus and the community. Dr. Davey asked Mrs. Michele Friedman, Director of Career and Technical Education, Mr. Matt Slattery. Director of Special Education and Teri Calabrese-Gray, Assistant Superintendent of Instruction and 21st Century Learning to share the various holiday drives to assist students and families in our school community. Next, Dr. Davey provided to the Board snapshots of the regional and county trends of COVID positive cases. Dr. Davey continues to have weekly check-in meetings with both the Clinton and Essex county Health Departments and our component districts. The documents provide metrics for yellow zone status and testing data that is being monitored very closely. The Board and Dr. Davey then discussed next month's meeting location and a potential fully remote meeting due to the increase in COVID cases in our area. This will be contingent upon the ongoing guidance of local Health Departments, infection rates among our schools and CVES and NYSDOH and the Governor's determination if provided. Lastly Dr. Davey reviewed several DS and SED updates including the recent virtual NECOSS meeting, remote learning, 180day verification and parent waivers on declination of regents exams.

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OTHER

Discussion ensued about Dr. Davey's recent DS meetings with Interim NYSED Commissioner Betty Rosa and important topics reviewed. The referenced memos in Dr. Davey's update and internet equity were some of the main areas discussed. The Interim Commissioner was commended for her leadership and work during this very difficult time in leading the NYS Education Department and schools across NYS.

NEXT BOARD MEETING

The next Board meeting will be held on Wednesday, January 13, 2021, at the Instructional Services Center in Plattsburgh, NY. An anticipated Executive Session will begin at 6:30 p.m., with the monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mr. Harriman Sr., to adjourn the meeting at 8:41 p.m. All Board Members present voted yes—motion aried.



MEMO

To: Meaghan Rabideau, BOCES Board Clerk

Clinton-Essex-Warren-Washington BOCES

From: Angela Jennette, Claims Auditor

Date: January 4, 2021

Re: Report for Board Agenda for January 13, 2021 Meeting

The following warrant claims were reviewed from November 24, 2020 to, January 4, 2021:

Warrant No. & Date	Check Information	Gross	Total Amount	
W #24 - 11/30/2020 *Ch	eck Nos: 233244-233273	\$	244,390.62	
	yments: ACH000122-ACH000)130		
W #25 - 12/03/2020 *Ch	eck Nos: 233274-233322**	\$	90,833.31	
*ACH Pay	ments: ACH000131-ACH000	142		
W #26 - 12/10/2020 *Ch	eck Nos: 233334-233533**	\$	2,202,629.15	
*ACH Pay	ments: ACH000143-ACH000)454		
W #27 - 12/17/2020 *Ch	eck Nos: 233546-233598	\$	848,587.20	
	ments: ACH000455-ACH000)469		
W #28 - 12/30/2020 *Ch	eck Nos: 233599-233638	\$	271,760.76	
*ACH Payı	ments: ACH000470-ACH0004	481		

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

IRS-EFTPS: PR #11- Wire #941-112430- Warrant #24;

PR #12- Wire #941-121520- Warrant #27:

PR #13- Wire #941-123020- Warrant #28:

Health Ins. Monthly: Wire #HINS- Warrant #26;

NYS Promptax: PR #11- Wire #NYS-112430- Warrant #24

PR #12- Wire #NYS-121520- Warrant #28;

NYS Quarterly Sales Tax: Wire #ST100-1120- Warrant # 27;

Omni Financial Group: PR #11- Wire #OMN-112430- Warrant #24;

PR #12- Wire #OMN-121520- Warrant #26; PR #13- Wire #OMN-123020- Warrant #28;

NYS Office of Comptroller ERS Retirement & Loans: PR #10&11-Wire #ERS-NOV20-Warrant #25; Ann. Dues- Wire #ERS-2021- Warrant #26;

Health Insurance Consortium Payments:

12/1/20	\$ 1,151,373.93	12/21/20	\$ 1,939,163.88
12/7/20	\$ 1,219,454.62	12/29/20	\$ 1,570,009.12
12/14/20	\$ 1,244,983.92	1/4/21	\$ 1,447,682.55

Health Ins. Verification: Ck # 1030 \$13,595.00

Transfer NYCLASS Empire to Investment Acct.: Health Consortium \$ 2,981.38

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

Internal Claims Auditor (Signature) Ungela Jannette

CC: Eric Bell

Christine Myers

Date	Warrant	Vendor #	Vendor # Claim Audit Finding:	Summan Business Office Demands	
				Summary publicas Vilice Response	Resolution/Options:
11/23/20	11/23/20 Pending W#24	14651	Codes are incorrect.	Coding is corrected.	Approved for final warrant
11/30/20	Final W#24				\$244.390.62
12/02/20	12/02/20 Pending W#25	15946		Purchasing Agent has addressed the issue of having an original Purchase Order before a purchase is made with both the vendor and the division. On going efforts to train divisions from making purchases without Purchase Orders are in progress with assistant from ASMS.	
12/02/20	Pending W#25	13460	Per Wellness Policy items not allowedChips, candy, no Director justification.	Will remind division to provide explanation for normally unallowed items.	Approved for final warrant.
12/03/20	Final W#25				500 822 24
12/09/20	12/09/20 Pending W#26	913	Missing Ok to Pay.	Will obtain Ok to Pay.	Removed from final warrant
12/09/20	12/09/20 Pending W#26	14630	Invoices over 60 days.	Ok to Pay requested multiple times by Accounts Payable but not received timely from division, resulting in delayed payments to vendor.	Approved for final warrant.
12/10/20	Final W#26				50 202 630 45
12/16/20	Pending W#27	169000	WinCap notes regarding ACH payment.	Changed to check payment for this warrant till issue is resolved.	Approved for final warrant
12/16/20	Pending W#27	14589	WinCap notes regarding ACH payment.	Changed to check navment for this warrant till issue is resolved	
12/16/20	Pending W#27	13460	Chips,	Will remind division to provide explanation for normally unallowed items.	Approved for final warrant
12/16/20	12/16/20 Pending W#27	3161	Purchase without Purchase Order issued.	Purchasing Agent to follow up with employee on required protocol to have a Purchase Order in hand before purchasing and utilize rush process when necessary.	
12/17/20	Final W#27				C 5040 E07 20
12/29/20	Pending W#28	4391		Will contact vendor.	D. 100,0000
12/29/20	Pending W#28	10007	Service without Purchase Order requested; Annual service.	Oversight in division when truck changed divisions.	Approved for final warrant
12/29/20	Pending W#28	532	Service without Purchase Order requested.	Oversight in requestion Purchase Order by division.	Approved for final warrant.
12/30/20	Final W#28				25 027 4503

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

	J	Cash Balance	దొ	Cash Receipts	ă	Cash Disbursements	σ	Cash Balance	ű	Cash Receipts	۵	Cash Disbursements	O	Cash Balance
CHECKING ACCOUNTS	ŏ	October 31, 2020	-	November		November	Nov	November 30, 2020	>	Year To Date	· ^	Year To Date	Nov	November 30, 2020
TD Bank - Depository General Fund	69	6,434,157.92	69	3,318,152.50	69	4,023,313.87	69	5.728.996.55	69	26 159 133 23	6	23 032 604 06		23 000 acc a
Special Aid Fund	69	(434,320.60)	69	197,851.46	₩	240,141.60	69	(476.610.74)		756 494 88	÷ 4	1 130 611 63	9 e	0,120,990.00
Trust & Agency Fund	69	292,731.59	69	348.14	49	127,008.11	ė ė	166.071.62	es	228 680.55	÷ €	147 435 83	e 6	(4/6,610.74)
School Lunch Fund	69	(73,850.90)	69	4,727.61	69	30,073.66	· 69	(99,196,95)	6 9	43 599 45	÷ 6	104 042 82	9 ¢	29.170,001
Capital Fund	69	374,196.65			(A)	3,237.15	69	370,959,50	÷ 67	35.513.84	÷ 4	142 A74 74) 6	(33,130.33)
Private Purpose Trust Fund	69		69	٠	69	517	69		• 6 9		÷ #	t ::	9 6	0.00808.016
TD Bank - Operating General	69	336,918.36	69	5,462,845.69	69	5.635.448.31	- 65	164 315 74		22 228 422 22) 6	2000	e (1
SAVINGS ACCOUNTS NYCLASS BOCCE WILL COUNTS	•						•			70.001	•	33,333,901.43	÷	164,315.74
DOCES-Wide Capital Project	ь	17,242,495.90	69	1,310.03	63	1,042,000.00	67	16,201,805.93	69	9,693,69	69	8,052,000.00	69	16,201,805.93
Trust Fund Non-Expendable	69	11,976.11	€9	0.90	6		69	11,977.01	69	5.35	69		69	11,977,01
Private Purpose Trust Fund	69	10,581.32	69	0.74	e		69	10,582.06	69	4.32	69	•	- 69	10 582 08
TOTAL CASH ON HAND	•	24,194,886.35					49	22,078,900.72	•	60,471,558.63	S	66,843,029.62	50	22,078,900.72
RECONCILIATION TO BANK STATEMENTS	ATEMEN'	ହା					Nox	November 30, 2020 Bank Balance	Add	Add: Deposits in Transit	Les	Less: Outstanding Checks	No.	November 30, 2020 Cash Balance

=

TD BANK - MUNICIPAL CHECKING - OPERATING
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT
NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP
NYCLASS - SAVINGS, JWH SCHOLARSHIP
NYCLASS - SAVINGS, DONALD W. COGSWELL SCHOLARSHIP
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP

5,690,219.98 16,201,805.93

164,315.74

(68,377.44)

699.97

16,201,805.93 699.97 700.78

232,693.18 5,690,219.98

1,169.62

11,977.01

8,009.59

700.78 11,977.01 1,169.62 2.10

8,009.59

22,078,900.72

TOTAL CASH ON HAND

NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP

69 69 GENERAL FUND INTEREST RECEIVED 7/01/20 - 11/30/2020 CAPITAL FUND INTEREST RECEIVED 7/01/20 - 11/30/2020

3,140.49 9,693.69

DATED:

Christine Myers District Treasurer

PREPARED BY:

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

FOR THE PERIOD 11/01/2020 TO 11/30/2020

TITLE OF ACCOUNT	BAL. ON HAND BEG. OF YEAR	BAL. ON HAND BEG. OF MONTH	BAL. ON HAND RECEIPTS FOR SEG. OF MONTH	TOTAL FOR MONTH	TOTAL EXPEND. FOR MONTH	BALANCE ON HAND
SKILLS USA - PLATTSBURGH	7,572.14	7,572.14	000	7.572.14	00.0	7 572 14
SKILLS USA - MINEVILLE	1.870.43		OUG	1 870 43		4 870 42
NO COUNTRY LOGGERS	816 98		000	24.00 ALA		54.070,1
REEL FOTIONS	503 14		8	25.00	0000	010.30
NCI ASS	1 000	1 .000	00.0	41 .500	00.0	503.14
ETIN CEASO	0000	00.000	0.00	088.80	0.00	688.80
RAZOR'S EDGE	1,179.97	1,179.97	0.00	1,179.97	00:00	1,179.97
SALES TAX	0.00	00.0	0.00	0.00	0.00	0.00
TOTAL	12,431.46	12,431.46	0.00	12,431.46	00:00	12,431.46

COLBY SISKAVICH, EXTRACLASSROOM TREASURER

11/30/2020 Bank Balance Add: Deposits in Transit Less: Outstanding Checks 11/30/2020 Balance on Hand

\$ 12,431.46

12,431.46

BATE

Recommend that the Board approve the following Budget Increases:

- 1. Special Education, Related Services Washington-Saratoga-Warren-Hamilton-Essex (WSWHE) BOCES budget from \$7,000 to \$7,728, for the 2020-2021 school year, to accommodate for an additional service request with WSWHE BOCES and Schroon Lake (Co-Ser 202 Special Ed)
- 2. Model Schools Capital Region BOCES budget from \$100,000 to \$110,900, for the 2020-2021 school year, to accommodate for a new service request with Albany BOCES and Plattsburgh. (Co-Ser 544 ISC)
- 3. Superintendent Eval. ERIE II BOCES budget from \$2,000 to \$2,130, for the 2020-2021 school year, to accommodate for an increased cost to the service with ERIE II BOCES and Beekmantown. (Co-Ser 545-ISC)
- 4. Substitute Coordination Franklin-Essex-Hamilton (FEH) BOCES budget from \$32,285 to \$33,000 for the 2020-2021 school year to accommodate for an additional service request with FEH BOCES and Willsboro. (Co-Ser 618 ISC)
- 5. Teacher Certification Capital Region BOCES budget from \$34,599 to \$35,142 for the 2020-2021 school year to accommodate for an increase in base cost fees for these services with Capital Region BOCES and all participating districts. (Co-Ser 667 Mgmt. Services)
- 6. ITIN (Itinerant) Guidance/Counseling budget from \$31,502 to \$32,455 for the 2020-2021 School Year to accommodate an increase in services from Northeastern Clinton School District. (Co-Ser 303 Special Education)

ENC. 8

Recommend that the Board rescind the following resolution and approve a replacement resolution as follows:

Rescind the following resolution that was approved at the October 14, 2020 Board of Education Meeting: Agreement between Clinton-Essex-Warren-Washington BOCES (BOCES) and Clinton Community College (CCC) for the purpose of obtaining remote and in-person instruction and associated support from CCC for CV-TEC's New Visions Applied Engineering Program, for MAT 204 Pre-Calculus and MAT 224 Calculus courses. Educational services will take place during the September 1, 2020 through June 30, 2021 school year at the rate of \$1,000 per instructional credit hour. The total amount payable to CCC for all services is \$8,000. (CV-TEC)

Approve the following resolution for (2) Agreements with Margaret Courson:

Agreements between Clinton-Essex-Warren-Washington BOCES (BOCES) and Margaret Courson for the purpose of obtaining remote and in-person instruction and associated support from Ms. Courson for CV-TEC's New Visions Applied Engineering Program, for MAT 204 Pre-Calculus and MAT 224 Calculus courses. Educational services will take place during the September 1, 2020 through June 30, 2021 school year at the rate of \$1,000 per instructional credit hour. The total amount payable to Margaret Courson for all services is \$8,000. (CV-TEC) (attached)





PROFESSIONAL SERVICES AGREEMENT between Champlain Valley Educational Services New Visions Applied Engineering Program (NVAE) and Margaret Courson

Contact Information
Champlain Valley Educational Services
Michele M. Friedman
Director of CV-TEC
518-561-0100 ext. 236
friedman michele@cves.org

Time Period:

September 1, 2020 – January 22, 2021

Services to be Performed

This is an agreement between Champlain Valley Educational Services New Visions Engineering Program (herein, "CVES") and Margaret Courson for her to serve as an INDEPENDENT CONTRACTOR for CVES to provide services in its New Vision Applied Engineering Program as set forth herein.

Ms. Courson shall deliver instruction and associated support for the new Visions Applied Engineering Program at CVES as follows:

1. Ms. Courson shall provide the following services and/or products to the New Visions Applied Engineering Program at CV-TEC:

Title/Course Code: MAT 204 Precalculus (4cr)

2. CVES shall provide a suitable location of its discretion for Ms. Courson to teach the above course. Such course shall be taught in-person and remotely at CV-TEC and CCC. The determination of the teaching mode (in-person or remote) shall be at the sole discretion of CVES

Payment

CVES shall pay Ms. Courson a total feel of four thousand dollars (\$4,000.00) based on one thousand dollars (\$1,000) per credit hour. CVES shall remit payment to Ms. Courson in four equal installments during the time period of this Agreement. Payment shall be made directly to:

Margaret Courson

Independent Contractor

a. The Parties agree that Ms. Courson shall be deemed an Independent Contractor of CVES and shall in no manner be deemed an employee.

b. Ms. Courson acknowledges her status as an independent contractor and retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Ms. Courson is an independent contractor, CVES shall not make deductions from payments for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. CVES shall issue a 1099 form at the end of each taxable period for monies paid. CVES shall make no payments or report Ms. Courson's work to any State retirement system for purposes of pension credit. No workers' compensation insurance shall be obtained by CVES for Ms. Courson

Confidential Matters

Ms. Courson agrees all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Ms. Courson shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Ms. Courson further agrees that any information received during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of CVES, its employees, agents, clients, and/or students will be treated in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality provision. Ms. Courson shall immediately notify the District and advise it as to the nature of the breach and steps taken to minimize said breach. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement. Ms. Courson acknowledge responsibility to maintain the security and privacy of student and school data an, responsibility to adhere to the provisions of New York Education Law Section 2-d.

<u>CVES Rules/Regulations</u>: Ms. Courson agrees to comply with all applicable CVES policies, rules and regulations including, not limited to, those regarding security and acceptable use.

Dated:, 202#			Dated: <u>December 11</u> , 2020
Dr. Mark C. Davey District Superintendent, CVES	**************************************	*	Margaret Courson





PROFESSIONAL SERVICES AGREEMENT between

Champlain Valley Educational Services' New Visions Applied Engineering Program (NVAE) and

Margaret Courson

Contact Information
Champlain Valley Educational Services
Michele M. Friedman
Director of CV-TEC
518-561-0100 ext. 236

friedman michele@cves.org

Time Period:

January 1, 2021 - June 30, 2021

Services to be Performed

This is an agreement between Champlain Valley Educational Services New Visions Engineering Program (herein, "CVES") and Margaret Courson for her to serve as an INDEPENDENT CONTRACTOR for CVES to provide services in its New Vision Applied Engineering Program as set forth herein.

Ms. Courson shall deliver instruction and associated support for the new Visions Applied Engineering Program at CVES as follows:

1. Ms. Courson shall provide the following services and/or products to the New Visions Applied Engineering Program at CV-TEC:

Title/Course Code: MAT 224 Calculus (4cr)

2. CVES shall provide a suitable location of its discretion for Ms. Courson to teach the above course. Such course shall be taught in-person and remotely at CV-TEC and CCC. The determination of the teaching mode (in-person or remote) shall be at the sole discretion of CVES

Payment

CVES shall pay Ms. Courson a total feel of four thousand dollars (\$4,000.00) based on one thousand dollars (\$1,000) per credit hour. CVES shall remit payment to Ms. Courson in four equal installments during the time period of this Agreement. Payment shall be made directly to:

Margaret Courson

Independent Contractor

a. The Parties agree that Ms. Courson shall be deemed an Independent Contractor of CVES and shall in no manner be deemed an employee.

b. Ms. Courson acknowledges her status as an independent contractor and retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Ms. Courson is an independent contractor, CVES shall not make deductions from payments for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. CVES shall issue a 1099 form at the end of each taxable period for monies paid. CVES shall make no payments or report Ms. Courson's work to any State retirement system for purposes of pension credit. No workers' compensation insurance shall be obtained by CVES for Ms. Courson

Confidential Matters

Ms. Courson agrees all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Ms. Courson shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Ms. Courson further agrees that any information received during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of CVES, its employees, agents, clients, and/or students will be treated in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality provision. Ms. Courson shall immediately notify the District and advise it as to the nature of the breach and steps taken to minimize said breach. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement. Ms. Courson acknowledge responsibility to maintain the security and privacy of student and school data an, responsibility to adhere to the provisions of New York Education Law Section 2-d.

<u>CVES Rules/Regulations</u>: Ms. Courson agrees to comply with all applicable CVES policies, rules and regulations including, not limited to, those regarding security and acceptable use.

AS AGREED BY THE PARTIES: Dated:, 2021	Dated: <u>December 28</u> , 2020
Dr. Mark Davey	Margaret Courson

Recommend that the Board approve the following Memorandums of Agreement:

- 1. Agreement between Clinton-Essex-Warren-Washington BOCES and Franklin-Essex-Hamilton BOCES (FEH 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, 2020 through September 30, 2021. (CV-TEC) (attached)
- 2. Agreement between Clinton-Essex-Warren-Washington BOCES and The Clinton County Employment and Training Agency (CCETA) under which C-E-W-W BOCES will reimburse CCETA for professional services rendered in connection with the Supplemental Nutrition Assistance Program Employment & Training Venture IV (SNAP ET) in an amount not to exceed \$7,250. The period of the agreement is October 1, 2020 through September 30, 2021. (CV-TEC) (attached)

ENC. 10

Recommend that the Board approve the following Agreements:

- 1. Agreement between Clinton-Essex-Warren-Washington BOCES and Cornell University for the purpose of obtaining the following virtual half-day training sessions: "Therapeutic Crisis Intervention for Schools Update: Relevant Refreshers" for the dates of February 1 and February 2, 2021. The total amount for all services is \$6,500. (ISC) (attached)
- 2. Agreement between Clinton-Essex-Warren-Washington BOCES and Stern Center for Language and Learning, Inc. for the purpose of obtaining the following virtual courses and workshops: "Wilson Reading System Introductory Course," "Fundations Level K/1 Workshop," and "Fundations Level 2 Workshop." The course and workshop dates are February 23, 2021 through February 25, 2021, March 11, 2021 and March 18, 2021. The total amount for all services is \$11,850. (ISC) (attached)
- 3. Software License Agreement between Clinton-Essex-Warren-Washington BOCES and eFile Cabinet, Inc. for a license to utilize eFile's document management software tools for the period of January 14, 2021 through January 13, 2022. The software license will renew annually unless a 30-day written notice of cancellation is provided prior to the end of the then-current subscription term. The current annual expenditure for the product is \$6,311.20 with renewal costs estimated at approximately \$5,711.20 per year. (Management Services) (attached)

ENC. 11

Recommend that the Board approve the following Transportation Agreement Renewal:

1. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and AuSable Valley Central School District, to provide certain transportation services for students in CV-TEC programs for the period of September 1, 2020 through June 30, 2021 at a current estimated cost of \$15,000. (CV-TEC) (attached)

ENC. 12

Committees

October 14, 2020 Audit Committee Meeting Highlights (informational) (attached)

BOARD OF COOOPERATIVE EDUCATIONAL SERVICES CLINTON-ESSEX-WARREN-WASHINGTON COUNTIES

MEMORANDUM AGREEMENT

The Clinton-Essex-Warren-Washington Board of Cooperative Educational Services, also known as Champlain Valley Educational Services, hereinafter known as CVES, and the Franklin-Essex-Hamilton Board of Educational Services, hereinafter known as FEH BOCES, agree as follows:

WITNESSETH:

WHEREAS, The New York State Office of Temporary and Disability Assistance has awarded a Supplemental Nutrition Assistance Program Employment and Training SNAP ET Venture IV contract, hereinafter known as SNAP ET Venture IV program to the Champlain Valley Educational Services; and

WHEREAS, The aforesaid contract provides that CVES shall provide a SNAP ET Venture IV program to the residents of the Champlain Valley Educational Services and the FEH BOCES, and:

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

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

SCOPE OF WORK:

CVES will:

- Participate in SNAP ET program roll out and subsequent statewide meetings.
- Maintain participant files ensuring accuracy of documentation to support vouchering and auditing purposes.
- Maintain participant vouchering and data entry into NYS OTDA data system.
- Submit timely and accurate vouchers to NYS OTDA.
- Provide payment to FEH BOCES for milestones achieved as per approved voucher.
- Participate in quarterly regional meetings with FEH BOCES to review program progress and address questions and issues.

FEH BOCES will:

- Provide at least sixty (60) hours of instruction and guidance to eligible SNAP ET participants in literacy, numeracy, HSE preparation, Job Readiness Training and Job Skills training as detailed in the SNAP ET proposal.
- Assist participants in the development of a Career Plan.
- Assist participants in obtaining educational gains and credentials (e.g. HSE, C.N.A. certification).
- Verify that participants are eligible to participate based on SNAP ET eligibility requirements.
- Assist participants in job search activities that lead to obtaining and retaining employment.

- Provide documentation to CVES as per SNAP ET milestones criteria prior to request for vouchering.
- Complete quarterly participant reporting and submit to CVES by the 5th day following the quarter; i.e. January 5, 2021, April 5, 2021, July 5, 2021,...
- Complete monthly participant reports and submit to CVES by the 8th day of the following month.

TERM:

The term of this agreement is for the period October 1, 2020 through September 30, 2021 unless earlier terminated under the provisions of this agreement. Job retention milestones may be vouchered until December 31, 2021 for participants obtaining employment prior to September 30, 2021.

COMPENSATION AND MAXIMUM COST:

In full and complete consideration of FEH BOCES's satisfactory performance under this agreement the CVES will make payment to FEH BOCES for allowable costs incurred in accordance with the terms of this agreement up to \$60,000. Should additional funding become available or if \$60,000 in milestones are reached, this amount will be re-negotiated by both parties.

Should Franklin-Essex-Hamilton (FEH) BOCES or Champlain Valley Educational Services not achieve maximum milestones for their respective Memorandum Agreements, the remaining money may be reallocated to the remaining agency/agencies.

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

PAYMENT:

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

One Work Source 194 US Oval Plattsburgh, NY 12903

Such invoices will be submitted monthly but must be received by CVES prior to the last day of each month:

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

TERMINATION:

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

LIABILITY TO THIRD PARTIES:

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been duly executed.

By: Almas Mr.	11/19/20
Dennis J. Egen, Board President, Franklin/Essex/Hamilton BOCES	Date Signed
BOARD OF COOPERATIVE EDUCATIONAL SER	
SOLE SUPERVISORY DISTRICT OF CLINTON-ESSEX-WARREN-W	ASHINGTON COUNTIES
ALSO KNOWN AS CHAMPLAIN VALLEY EDUCATION	AL SERVICES
Ву:	

DOADD OF COORDATIVE EDUCATIONAL SERVICES

BOARD OF COOOPERATIVE EDUCATIONAL SERVICES CLINTON-ESSEX-WARREN-WASHINGTON COUNTIES

MEMORANDUM AGREEMENT

The Clinton-Essex-Warren-Washington Board of Cooperative Educational Services, also known as Champlain Valley Educational Services, hereinafter known as CVES, and the Clinton County Employment and Training Agency, hereinafter known as CCETA, agree as follows:

WITNESSETH:

WHEREAS, The New York State Office of Temporary and Disability Assistance has awarded a Supplemental Nutrition Assistance Program Employment and Training SNAP ET Venture IV contract, hereinafter known as SNAP ET program to the Champlain Valley Educational Services; and

WHEREAS, The aforesaid contract provides that CVES shall provide a SNAP ET program to the residents of the Champlain Valley Educational Services and the CCETA, and:

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

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

SCOPE OF WORK:

CVES will:

- Participate in SNAP ET program roll out and subsequent statewide meetings.
- Maintain participant files ensuring accuracy of documentation to support vouchering and auditing purposes.
- Maintain participant vouchering and data entry into NYS OTDA data system.
- Submit timely and accurate vouchers to NYS OTDA.
- Provide payment to CCETA for milestones achieved as per approved voucher.
- Participate in quarterly regional meetings with CCETA to review program progress and address questions and issues.

CCETA will:

- Assist participants in job search activities that lead to obtaining and retaining employment.
- Provide documentation to CVES as per SNAP ET milestones criteria prior to request for vouchering.
- Complete monthly participant reports and submit to CVES by the 8th day of the following month.

TERM:

The term of this agreement is for the period October 1, 2020 through September 30, 2021 unless earlier terminated under the provisions of this agreement. Job retention milestones may be vouchered until December 31, 2021 for participants obtaining employment prior to September 30, 2021.

COMPENSATION AND MAXIMUM COST:

In full and complete consideration of **CCETA**'s satisfactory performance under this agreement the **CVES** will make payment to **CCETA** for allowable costs incurred in accordance with the terms of this agreement up to \$7,250. Should additional funding become available, this amount may be renegotiated by both parties.

Should Franklin-Essex-Hamilton (FEH) BOCES or the Clinton County Employment and Training Agency not achieve maximum milestones for their respective Memorandum Agreements, the remaining money may be reallocated to the remaining agency/agencies.

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

PAYMENT:

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

One Work Source 194 US Oval Plattsburgh, NY 12903

Such invoices will be submitted monthly but must be received by **CVES** prior to the last day of each month:

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

TERMINATION:

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

LIABILITY TO THIRD PARTIES:

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been duly executed.

THE CLINTON COUNTY EMPLOYMENT AND TRAINING AGENCY

By: Kary Biohas	12/08/2020
Kathy Bishop, Senior Employment Coordinator	Date Signed
BOARD OF COOPERATIVE EDUCATIONAL SERVICE	S
SOLE SUPERVISORY DISTRICT OF CLINTON-ESSEX-WARREN-WASHI	NGTON COUNTIES
ALSO KNOWN AS CHAMPLAIN VALLEY EDUCATIONAL SI	ERVICES
Ву:	
Mark Davey, Superintendent of Schools/Larry Barcomb, Board President	Date Signed

TRAINING SERVICES AGREEMENT

between

CORNELL UNIVERSITY on behalf of its Bronfenbrenner Center for Translational Research and

CHAMPLAIN VALLEY EDUCATIONAL SERVICES

This training services agreement (hereinafter "Agreement") is made effective as of the 6th day of November, 2020 by and between CHAMPLAIN VALLEY EDUCATIONAL SERVICES (hereinafter CVES) with its offices located at 1585 MILITARY TURNPIKE, P.O. BOX 455, PLATTSBURGH, NY 12901 and Cornell University on behalf of its Bronfenbrenner Center for Translational Research with its offices located at 35 Thornwood Drive, Suite 200, Ithaca, NY 14850 (hereinafter "Cornell University").

WITNESSETH

WHEREAS, CVES and Cornell University desire to enter into an agreement relating to Therapeutic Crisis Intervention Training of Trainers services which are to be provided by Cornell University for CVES, delivered remotely, via Zoom.

WHEREAS, CVES and Cornell University have been engaged in discussions, and have exchanged proposals all relating to the scope of services to be provided by Cornell University to CVES and their respective rights and responsibilities; and

WHEREAS, CVES desires to engage Cornell University for the purpose of providing to CVES specific training, education, and associated services (hereinafter detailed as "Services") and Cornell University is willing and agrees to perform the requested Services, all under and pursuant to the terms and conditions of this Agreement; and

WHEREAS, CVES and Cornell University wish to formalize all of their understandings and their mutual agreements by their signing, acceptance and entry into this Agreement.

NOW THEREFORE, in consideration of the mutual promises exchanged between the parties, CVES and Cornell University hereby agree as follows:

1. DESCRIPTION OF SERVICES.

(a) "Services" (which as used in this Agreement shall include educational services) shall include the following described activities and all activities of Cornell University necessary to its performance of the work included in the description herein described.

- i. <u>Materials</u>: Cornell University agrees to ship training materials to the appropriate training locations.
- ii. <u>Training Delivery</u>: Additionally, Cornell University agrees to deliver a two virtual half-day sessions *Therapeutic Crisis Intervention for Schools Update: Relevant Refreshers*. The dates of the training will be February 1-2, 2021. The location of the training will be remote, via Zoom.
- (b) <u>Fee for Services:</u> CVES agrees to pay to Cornell University a fee of \$6,500.00 for the provided services.
- 2. BILLING. Services will be billed by Cornell University through Bronfenbrenner Center for Translational Research, 35 Thornwood Drive, Suite 200, Ithaca, NY 14850.

CVES, 1585 MILITARY TURNPIKE, P.O. BOX 455, PLATTSBURGH, NY 12901

Payment for services shall be made to the Bronfenbrenner Center for Translational Research within thirty (30) days of CVES receipt of the bill for services. Outstanding balances beyond 30 days will be assessed a penalty of 5% per month. Purchase orders and checks, payable to Cornell University, will be forwarded to the Bronfenbrenner Center for Translational Research, 35 Thornwood Drive, Suite 200, Ithaca, NY 14850.

- 3. TERM. The term of this Agreement shall commence on the date of signing by both parties and shall continue until December 31, 2021, unless terminated sooner in accordance with its terms.
- 4. DISCLAIMER AND TERMINATION. It is recognized that situations may arise which would make it difficult, if not impossible for Cornell University's instructors to deliver the training as agreed to or in the timeframe agreed to. It is further recognized that there may be situations in which CVES will desire to discontinue the program. Therefore, it is understood and agreed that Agreement may be postponed or discontinued at any time at the option of either party, upon thirty (30) days prior written notice to the other party. If the training is cancelled by CVES less than 30 days prior to the training, you will be charged a cancellation fee of \$500.00.
- 5. TRAINING EQUIPMENT. CVES will provide suitable training equipment, such as a laptop, LCD projector, and speakers; or an equivalent training system, for the Cornell University instructors to utilize in performing the services under this Agreement.
- 6. INDEPENDENT CONTRACTOR. Cornell University's relationship to CVES in performing Services under this Agreement is that of an independent contractor. The personnel who will perform services under this Agreement shall at all times be under Cornell University's exclusive direction and control and shall be employees or

independent contractors of Cornell University and not CVES. Cornell University shall pay all wages, salaries, fringe benefits, and other amounts due to its personnel or its independent contractors in connection with this Agreement and shall further be responsible for all reports and obligations respecting them relating to Social Security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

- 7. REPRESENTATIONS. All Services shall be performed in accordance with sound and generally accepted professional practices and industry standards by professional, managerial, and administrative personnel fully qualified in the respective professional discipline required. All statements and materials regarding its qualifications to perform the Services under this Agreement are true and correct and are not misleading or incomplete for any reason, including by reason of omission. Cornell University makes no warranty, either express or implied, regarding the application or use of its services by CVES, including any specific outcome or result. Notwithstanding the provisions in Section 4 of this Agreement to the contrary, Cornell University agrees that CVES may immediately terminate this Agreement if Cornell University has misstated its qualifications to perform the Services hereunder.
- 8. CONFIDENTIAL AND PROPRIETARY INFORMATION. Confidential or proprietary information, which is disclosed by either party to the other for purposes of performing the Services hereunder and which is clearly identified by the disclosing party as confidential or proprietary information, shall be protected by the receiving party in the same manner and with the same degree that the receiving party uses to protect its own confidential or proprietary information. However, neither party shall be required to keep confidential information which: (a) is or becomes publicly available; (b) already in that party's possession at the time of disclosure by the other party; (c) independently developed by that party outside the scope of this Agreement; or (d) rightfully obtained from third persons.
- 9. INDEMNIFICATION AND RESPONSIBILITY. In no event shall Cornell University be responsible for any accident or injury caused by the failure of CVES employees to perform the training exercises properly. CVES understands that there is risk of personal injury associated with the training exercises when employees of CVES practice the training exercises. CVES agrees to hold Cornell University harmless from any accident or injury due to the inherent risk of the performance of the training moves taught and to waive subrogation on behalf of itself and its insurance company for any workers compensation claim. Except as limited above, Cornell University agrees to indemnify and hold CVES harmless from all claims, losses, expenses, fees (including attorneys fees), and costs and judgments which have or which may be asserted against CVES that result from the acts, errors, or omissions of Cornell University and its employees. CVES agrees to indemnify and hold Cornell University harmless from all claims, losses, expenses, fees (including attorneys fees), and costs and judgments which have or which may be asserted against Cornell University that result from the acts, errors, or omissions of CVES. CVES and its employees. As a condition of indemnification, each party agrees to notify the other of any asserted claim, and to cooperate fully in the defense of any such claim.

- 10. INTELLECTUAL PROPERTY & NON-EXCLUSIVE LICENSE TO CVES. The following provisions shall apply with respect to copyrightable works and intellectual property which pertain to the Services performed by Cornell University under this Agreement:
 - (a) All materials belonging to or in the possession of CVES, written, printed, or otherwise recorded, shall be used by Cornell University only in the performance of Services hereunder and Cornell University shall not record, reference, or reproduce such materials without the express written consent of CVES.
 - (b) Cornell University and/or the instructor shall retain exclusive copyright and all intellectual property rights to materials developed under this Agreement. The participants in the programs delivered pursuant to the Scope of Work may use the program materials for reference purposes, but any additional use of the materials requires the written permission of Cornell University
- 11. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other for payment of any consequential damages.
- 12. INSURANCE CERTIFICATE & ADDITIONAL INSURED STATUS. During the term of this Agreement, Cornell University shall maintain and provide proof upon request to CVES of the existence of general commercial liability insurance coverage or self insurance program, together with such further insurance coverages which are satisfactory to CVES. Upon request by CVES, its officers, directors, agents, affiliates, members and employees, shall all be designated as additional insured on Cornell University general liability insurance policies but limited to those claims accident or incidents arising out of the acts, errors or omissions of Cornell University as specifically limited by section 9.
- 13. NONDISCRIMINATION. The parties agree that they will not discriminate because of sex, race, religion, color, or national origin, and will not discriminate on any basis covered under other applicable laws in any area of their operations under this Agreement. Any violation of this Section 13 by either party shall constitute a material breach of this Agreement.
- 14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to CHAMPLAIN VALLEY EDUCATIONAL SERVICES:

Attn: K'Cee Leavine

CVES

P.O. BOX 455, 14 AREA DEVELOPMENT DR., SUITE 100, PLATTSBURGH, NY 12901

Tel: 518-561-0100 x. 367 Fax: 518-561-0240 e-mail: leavine marta@cves.org

If to Cornell University

Cornell University, College of Human Ecology, Bronfenbrenner Center for Translational Research, Residential Child Care Project

Attn: Martha Holden
Title: Project Director
35 Thornwood Drive, Suite 200
Ithaca, NY 14850

Tel: 607-254-5337 e-mail: mjh19@cornell.edu

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

- 15. ENTIRE AGREEMENT. This Agreement, including any appended Exhibits or Schedules contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 16. AMENDMENT. This Agreement may be modified or amended if the modification or amendment is made in writing and is signed by both parties.
- 17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New York, and any claims hereunder shall be brought in Tompkins County, New York.
- 20. ASSIGNMENT. This Agreement shall be binding upon the successors of either party hereto but shall not be assigned by either party without the written consent of both parties, said consent not to be unreasonably withheld or delayed. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by CVES and Cornell University and their respective successors and assigns as permitted hereunder.
- 21. FORCE MAJEURE. Neither party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay or failure is caused by pandemic, fire, flood, lightning, lockout, riot, explosion, war, strike, embargo, government requirement, civil or military authorities, acts of God or by the public enemy, acts of terrorism, or other causes beyond the reasonable control of such

party.

- 22. CAPTIONS AND HEADINGS. The division of this Agreement into sections and the use of captions and headings are solely for the convenience of the parties and shall have no effect in construing the provisions of this Agreement.
- 23. SIGNATORY AUTHORITY. The individuals signing below on behalf of CVES and Cornell University are authorized to sign and bind their respective organizations to the terms of this Agreement.
- IN WITNESS WHEREOF, CVES and Cornell University on Behalf of its Bronfenbrenner Center for Translational Research have authorized their representatives to execute this Agreement on their behalves on the dates indicated below.

		CHAMPLAIN VALLEY DUCATIONAL SERVICES
Dated:, 2020	By:	
		Mark C. Davey
		Superintendent
		Michael St. Pierre
		CVES Board President
		Cornell University on behalf of its Bronfenbrenner Center for Translational Research
Dated:, 2020	By:	
		Craig Higgins
		Associate Dean for Administration, College
		Business Officer, Human Ecology, Bronfenbrenner Center for Translational
		Research



CONTRACT FOR SERVICE AGREEMENT

This Contract for Service Agreement ("Agreement") is made effective as of this date by and between the Stern Center for Language and Learning, Inc., a Vermont non-profit corporation (Stern) and Champlain Valley Educational Services (CVES BOCES). (Client).

- 1. CONTRACT: Stern hereby contracts with Client and client hereby accepts such contract upon the terms and conditions herein set forth.
- 2. TERM/TERMINATION: This Agreement shall be in effect through June 30, 2021.
- 3. PAYMENT FOR SERVICES: For services rendered by Stern under this Agreement, Client agrees to pay Stern a total of \$11,850.00 USD to be paid in two installments: \$6,600 due by 3/25/2021 and \$5,250 due by 4/18/2021.

Pricing is based on the following (all prices quoted in USD):

\$6,000.00	WRS Introductory Course Instructor Fee (\$2,000//day x 3 days)
\$ 600.00	Wilson Site Fee (\$600/course)
\$4,000.00	Fundations Level K/1 and Fundations Level 2 Instructor Fees (\$2,000 per workshop)
\$1,250.00	Wilson Site Fee (\$625/workshop)
\$11,850.00	Total .

NOTE: There will be a \$100 late fee per course or workshop charged by Wilson Reading Systems for any course scheduled fewer than 3 weeks before event start date.

- 4. SERVICES: Wilson Reading System Introductory Course 2/23/2021 2/25/2021, Fundations Level K/1 Workshop 3/11/2021, Fundations Level 2 Workshop 3/18/2021.
- 5. COVENANT NOT TO SOLICIT: Client agrees that employees are assigned to Client to render professional services and absent an agreement to the contrary are not to become employed by Client. Client acknowledges the considerable expense incurred by Stern to recruit, train, and evaluate its employees. Client will not, without the written consent of Stern, hire a Stern employee. Should any employment of Stern's employee occur, Client agrees to pay Stern a full replacement fee equal to one year's salary of the employee hired by Client at the time of the employee's termination. Stern and client have agreed to define this section of the contract to mean that Stern employees are limited to those providing instructional or consultative services to the Client under this contract.
- 6. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.
- 7. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 8. MATERIALS/COPYRIGHT: Stern shall hold and retain all intellectual property rights, including copyright and moral rights, in all materials created by Stern. Materials created jointly by Stern and Client employees are considered created in common, provided that there are no overriding copyright or licensing agreements related to the materials.

Mark C. Davey Superintendent CVES BOCES

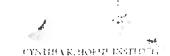
Date Michael St. Pierre Board President CVES BOCES Date

Dat

CFO/COO

Michael Shapiro

Stern Center for Language and Learning



SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (THE "AGREEMENT") CONSTITUTES A LEGAL CONTRACT BETWEEN YOU, THE REPRESENTATIVE WHO IS AUTHORIZED TO LEGALLY BIND A SINGLE COMPANY, ORGANIZATION, OR ENTITY ("SUBSCRIBING ORGANIZATION") AND AUTHORIZE DESIGNATED USERS (DEFINED, BELOW AND, COLLECTIVELY, THE "CUSTOMER") AND EFILECABINET, INC., ("EFILECABINET") REGARDING THE USE OF THE EFILECABINET MATERIALS (DEFINED, BELOW).

PLEASE READ CAREFULLY THE FOLLOWING TERMS. BY REGISTERING FOR AND/OR ACCESSING, DOWNLOADING, INSTALLING OR USING ANY OF THE EFILECABINET MATERIALS OR BY CLICKING "I AGREE," OR OTHERWISE AFFIRMATIVELY MANIFESTING CUSTOMER'S INTENT TO BE BOUND BY THIS AGREEMENT, CUSTOMER SIGNIFIES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE FOLLOWING TERMS AND, IF APPLICABLE, THE ORDER (DEFINED, BELOW) THAT HAS BEEN ISSUED BY EFILECABINET TO CUSTOMER AND ANY ADDITIONAL GUIDELINES AND ANY FUTURE MODIFICATIONS AND TO THE COLLECTION AND USE OF CUSTOMER DATA AS SET FORTH HEREIN. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER AND ITS USERS: (I) ARE AUTHORIZED AND HAVE THE AUTHORITY TO BIND THE SUBSCRIBING ORGANIZATION TO THE TERMS OF THIS AGREEMENT; (II) UNDERSTAND THE TERMS OF THIS AGREEMENT; AND (III) AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, ACCESS OR USE ANY EFILECABINET MATERIALS.

- 1. Definitions. Capitalized terms shall have the meanings set forth or referred to in this Section.
- 1.1 "eFileCabinet Materials" means the Software and any and all other information, data, documents, materials, works, and other content that are provided or used by eFileCabinet in connection with the Software or otherwise comprise or relate to the Software, including any Third Party Materials contained therein, but excluding any Open-Source Components. For the avoidance of doubt, eFileCabinet Materials include all modifications and derivative works of the eFileCabinet Materials and to anything developed or delivered by or on behalf of eFileCabinet under this Agreement.
- 1.2 "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets and know how, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.
- 1.3 "Order" means the form issued by eFileCabinet that specifies the Software Subscription ordered by Customer, the associated and pricing and applicable Subscription Term.
- 1.4 "Software" means the eFileCabinet software application(s) and any third party or other software, and all new versions, updates, revisions, improvements, fixes, patches, integrations, customization, work flows and modifications of the foregoing, but, in any event, excluding any software components included with or embedded in the Software that are subject to an open-source copyright license agreement that conforms to a standard definition set by the Open Source Initiative ("Open-Source Components").
 - 1.5 "Subscription" means the specific Software license identified in a Customer Order.
 - 1.6 "Subscription Term" has the meaning set forth in Section 7.1.
- 1.7 "Third Party Materials" means materials and information, in any form or medium, including any other software, documents, data, content, specifications, products, equipment, or components of or relating to the Software that are not proprietary to eFileCabinet.

2. License and Use of the Software; Restrictions.

2.1 <u>License and Use</u>. During the Subscription Term, and subject to and conditioned upon Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, eFileCabinet grants Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable

license to use the Software solely for purposes of Customer's internal operations. Customer shall ensure its authorized employees' ("<u>Users</u>") compliance with the terms and conditions of this Agreement that apply to Customer, and Customer shall be responsible and liable for any User's non-compliance with the terms and conditions of this Agreement that apply to Customer. The foregoing authorizations granted to Customer are non-exclusive and non-transferable.

Limitations and Restrictions. Customer shall not, and shall not permit any User or other third party to, access or use the Software or any eFileCabinet Materials except as expressly permitted by this Agreement. Without limiting the foregoing, Customer shall not: (a) copy, modify, or create derivative works or improvements of the Software or eFileCabinet Materials; (b) rent, lease, sell, sublicense, assign, distribute, or transfer any Software or eFileCabinet Materials, including in connection with any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) otherwise make available any Software or eFileCabinet Materials to any User or other third party; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software or any eFileCabinet Materials, in whole or in part; (e) bypass or breach any security device or protection or other technical restrictions used by the Software or eFileCabinet Materials; (f) access or use the Software or eFileCabinet Materials other than through the use of then valid user name, identification number, password, security key or token, PIN, or other security code used, alone or in combination, to verify an individual's identity and authorization to access and use the SaaS Services ("Access Credentials"); (g) access the Software in order to (1) build a competitive product or service, or (2) copy any ideas, features, functions or graphics of the Software; (h) remove, delete, alter, or obscure any copyright, trademark, patent, or other Intellectual Property Rights notices from the Software or eFileCabinet Materials; (i) use the Software or eFileCabinet Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable federal, state or local law, ordinance, regulation, rule, code, or other requirement of any agency or political subdivision thereof (collectively, "Law"); or (j) otherwise use the Software or eFileCabinet Materials beyond the scope of the license rights granted under Section 2.1.

3. Customer Obligations.

- Customer Systems and Cooperation. Customer shall at all times during the Term (a) set up, maintain, and operate in good repair all Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, ("Customer Systems") on or through which the Software is used, and (b) provide all cooperation and assistance as eFileCabinet may reasonably request to enable eFileCabinet to exercise its rights and perform its obligations under and in connection with this Agreement. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.2, Customer shall, and shall cause its Users to, immediately notify eFileCabinet of any such actual or threatened activity, and take all reasonable and lawful measures within its respective control that are necessary to stop the activity or threatened activity and to mitigate its effects.
- 3.2 <u>Customer Control and Responsibility.</u> Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and has and will retain sole responsibility for: (a) all Customer data, including its use, accuracy, quality, and reliability; (b) the Customer Systems; (c) the security and use of Customer's Access Credentials; and (d) all access to and use of the Software and eFileCabinet Materials directly or indirectly by or through the Customer Systems or Customer's Access Credentials. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Software.
- 3.3 <u>Customer Data</u>. Customer represents, warrants, and covenants to eFileCabinet that Customer owns or otherwise has the necessary rights and consents in and relating to all Customer information and materials (collectively, "Customer Data") and such Customer Data does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or any privacy or other rights of any third party or violate any applicable Law.

4. Fees and Payment.

- 4.1 <u>Fees.</u> Customer shall pay eFileCabinet the fees set forth in the applicable Order (the "<u>Fees</u>") in accordance with the terms of this Section 4; provided, however, that eFileCabinet may increase the Fees upon 60 days prior written notice to Customer. All Fees for the Subscription Term are due annually in advance upon receipt of an invoice. Fees shall be payable in U.S. dollars.
- 4.2 <u>Taxes</u>. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes,

duties and charges of any kind imposed by applicable Law or regulatory authority on any amounts payable by Customer hereunder or the provision or receipt of the Services, other than any taxes imposed on eFileCabinet's income.

- 4.3 <u>Late Payment</u>. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Customer will be subject to a late fee of \$25.00 and interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted by Law. Additionally, in the event the payment method provided by Customer is invalid, Customer will be charged a reprocessing fee of \$25.00.
- 4.4 <u>Delinquent Accounts.</u> Failure to make full payment of the Fees applicable to the Subscription Term will result in the termination of Customer's license to the Software.
- 4.5 <u>Free Trial Period</u>. eFileCabinet may elect to offer Customer a free trial to use the Software for a limited period and subject to a separate agreement.

5. Intellectual Property Rights; Government Rights In Technical Data and eFileCabinet Materials.

- 5.1 Software and eFileCabinet Materials. Nothing in this Agreement grants to Customer any right, title, or interest in or to any Intellectual Property Rights in or relating to the Software or eFileCabinet Materials, whether expressly, by implication, estoppel, or otherwise, and all such rights are reserved to eFileCabinet. eFileCabinet is and will remain the sole and exclusive owner of all right, title, and interest in and to the Software and eFileCabinet Materials, including all Intellectual Property Rights therein. Other than the limited license right to use the Software hereunder, eFileCabinet does not grant to Customer any rights with respect to the Software or eFileCabinet Materials.
- 5.2 <u>Service Analyses</u>. eFileCabinet may compile statistical and other information related to the performance, operation, and use of the Software in aggregated form for security and operations management, to create statistical analyses and for research and development purposes ("<u>Service Analyses</u>").

6. Confidentiality.

- 6.1 <u>Confidential Information</u>. In connection with this Agreement eFileCabinet may disclose or make available Confidential Information (as defined below) to Customer. "<u>Confidential Information</u>" means any information or data a reasonable person would conclude is of a confidential nature given the type of information disclosed and/or the facts and circumstances of such disclosure. Without limiting the foregoing, all Software and other eFileCabinet Materials are the Confidential Information of eFileCabinet
- 6.2 Obligations. Customer shall (a) not access or use the Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to the Confidential Information other than to those who (i) need to know such Confidential Information for purposes exercising its rights or performance of its obligations under and in accordance with this Agreement, (ii) have been informed of the confidential nature of the Confidential Information and Customer's obligations under this Section 6, and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 6; (c) safeguard the Confidential Information using at least the degree of care it uses to protect its own similar information and in no event less than a reasonable degree of care; and (d) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section 6.
- 6.3 <u>Return of Confidential Information</u>. Upon the expiration or termination of the applicable Subscription Term for any reason, or upon the reasonable request of eFileCabinet, all Confidential Information, together with any copies that may be authorized herein, shall be returned to the eFileCabinet or, if requested by eFileCabinet, destroyed and certified by Customer, as destroyed.

7. Term and Termination.

7.1 <u>Subscription Term.</u> The initial term of the Subscription commences as of the date specified in the Order ("Order Date") and, unless otherwise expressly stated in an applicable Order, will continue in effect for a period of one (1) year ("Initial Term"). Thereafter, each Subscription under any Order will renew automatically for successive periods of the same duration as the Initial Term (each a "Renewal Term" and together with the Initial Term, the "Subscription Term"), unless either Party provides written notice to the other Party of its intention not to renew at least thirty (30) days prior to the end of the then-current Subscription Term. Unless otherwise set forth in an Order,

pricing during each renewal term of an Order shall be eFileCabinet's then current pricing for the applicable Subscription.

- 7.2 Service Suspension. eFileCabinet may suspend, terminate, or otherwise deny Customer's and/or any Users' access to or use of all or any part of the Software or eFileCabinet Materials, without incurring any resulting obligation or liability, if: (a) eFileCabinet receives a judicial or other governmental demand or order that expressly or by reasonable implication requires eFileCabinet to do so; or (b) eFileCabinet believes, in its good faith and reasonable discretion, that: (i) Customer or any User has used the Software beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or a User has breached the provisions of Section 2.2 or 3.3; (iii) Customer or a User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Software; (iv) Customer fails to pay any amount when due hereunder in accordance with Section 4; or (v) this Agreement expires or is terminated. Any such suspension shall not excuse Customer from the obligation to make payment(s) Fees due eFileCabinet.
- 7.3 Termination of Agreement. In addition to any other express termination right set forth elsewhere in this Agreement:

 (a) eFileCabinet may terminate this Agreement, effective immediately upon written notice to Customer, if Customer: (i) fails to pay any amount when due in accordance with Section 4 hereunder; or (ii) breaches any of its obligations under Section 2.2 (Limitations and Restrictions); and/or (b) either Party may terminate this Agreement, effective upon written notice to the other Party, if the other Party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 7.4 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, all rights granted to Customer hereunder will immediately terminate. Termination or expiration shall not relieve Customer of its obligation to pay all charges payable to eFileCabinet hereunder. Any right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 8. Disclaimer. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE AND EFILECABINET MATERIALS IS AT CUSTOMER'S SOLE RISK. ALL SOFTWARE AND EFILECABINET MATERIALS ARE PROVIDED "AS IS" AND EFILECABINET AND ITS LICENSORS AND SERVICE EFILECABINETS HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER EFILECABINET NOR ITS LICENSORS OR SERVICE PROVIDERS MAKE ANY WARRANTY OF ANY KIND THAT THE SOFTWARE OR EFILECABINET MATERIALS, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S REQUIREMENTS OR THE REQUIREMENTS OF ANY OTHER PERSON, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, ACCURATE, FREE OF HARMFUL CODE, OR ERROR FREE.
- Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EFILECABINET OR ANY OF ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, DAMAGE OR LOSS OF USE OF DATA, BUSINESS INTERRUPTIONS, AND LOST BUSINESS OPPORTUNITY), REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EFILECABINET AND ITS LICENSORS AND SERVICE PROVIDERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE (REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE), EXCEED THE TOTAL FEES PAID BY CUSTOMER TO EFILECABINET UNDER THIS AGREEMENT DURING THE PRECEEDING 12 MONTH PERIOD. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Miscellaneous.

- 10.1 Force Majeure. Except for the obligation to make payments when due, in no event will either Party be liable or responsible to the other Party, or be deemed to be in breach of this Agreement, to the extent a failure or delay is caused by any circumstances beyond such Party's reasonable control, including without limitation acts of God, flood, fire, earthquake or explosion, war, terrorism, riot or other civil unrest, embargoes, strikes, or any action taken by a governmental authority or failure of adequate power or telecommunications.
- 10.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 10.3 Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 6, Section 2.2 or Section 3.3, would cause eFileCabinet irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach or threatened breach, eFileCabinet will be entitled to seek equitable relief without any requirement to post a bond or other security.
- 10.4 <u>Cumulative Remedies: Amendment: Waiver.</u> Any remedy of eFileCabinet set forth in this Agreement is in addition to any other that may be available to eFileCabinet at Law, in equity, or otherwise. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 10.5 <u>Assignment.</u> Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of Law, or otherwise, without eFileCabinet's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 10.5 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 10.6 <u>Severability</u>. If any covenant, condition, or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, each such covenant, condition, or provision shall be severed or modified to the extent necessary to make it enforceable, and each resulting covenant, condition, or provision shall remain in full force and effect.
- 10.7 <u>Notices</u>. All notices required under this Agreement have binding legal effect only if in writing (email sufficient).
- 10.8 Governing Law: Jurisdiction and Venue. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah.
- 10.9 Entire Agreement. This Agreement and any Exhibits hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, or communications, both written and oral, with respect to such subject matter.

RENEWAL OF TRANSPORTATION AGREEMENT

WHEREAS, the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at P.O. Box 455, 518 Rugar Street, Plattsburgh, New York, 12901 ("BOCES") and AuSable Valley Central School District existing under and by virtue of the laws of the State of New York, with its principal place of business at 1273 Route 9N, Clintonville, New York 12924, ("District") entered into a Transportation Agreement for the period of September 1, 2010 through June 30, 2011; and

WHEREAS, under the terms of the Agreement, the BOCES and the District may agree to extend the terms of the Contract on an annual basis, and the parties desire to do so;

NOW THEREFORE, the parties agree as follows:

- I. BOCES and the District shall continue the terms of the Transportation Agreement for the additional period of September 1, 2020 June 30, 2021.
- 2. All other terms and conditions including Exhibit A shall remain the same.

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

Clinton-Essex-Warren-Washington Board of Cooperative Educational Services	AuSable Valley Central School District
By: Michael St. Pierre Board President	By: Mr. Paul Savage Superintendent of Schools
By: Mark C. Davey District Superintendent	Date: /1/8/22
Date:	

AuSable Valley Central School

Allied Health Fee Calcualtion 2020-21

Total Transportation Expenses for Current Year (General Fund)

Actual Additional Expense for Providing Service

				."			
Budgeted Totals (Com	bined)			Personnel:			
Salaries:					Trips AM		
					Trips PM		1
	A5510.16	\$	1,152,143		Trips Per Day	_	1
	A5530.16		0		pot a. bay		2
					Buses Per Day		2
Equipment:					Days Per Year		180
					Trips Per Year	***	360
	A5510.20		0		•		200
	A5530.20		0		Pay Per Trip	\$	-
Contractual:					Annual Salaries	\$	8,895
					Fringe Multiplier	*	1.2275
	A5510.40		85,000		Salary & Fringe	Ś	10,918
	A5530.40		37,500			•	,
Materials & Supplies:					Other Fringe	-	0
materials & supplies.					Total Cost		
	AS510.45		222 500		Total Cost	\$	10,918
	A5530.45		332,500 5,200	Pus Operation			
	A3330.43		3,200	Bus Operation	-		
BOCES					Anticiapted Miles		2 (00
	-				Average Cost Per Mile (fuel, Maint)		3,600 1.01
	A5510.49		11,000		Total Cost	\$	3,636
			ŕ			_	3,030
Trans. Fringe Benefits	— ;				Total Service fee		
	Fica		88,139				
	Retirement		167,061	Administrative	Allowance:		
	Work Comp		6,913				
	Health		765,759		Superintendent's Salary	\$	193,175
	Life		-		Business Official's Salary		85,000
	Other		-		Trans. Supervisory Salary		70,000
					Total		348,175
Bus Financing Debt:	_				Percentage Allowance		0.015
						\$	5,223
	A9702.6+7	A	295,000	Mileage Allowa	ance:		
					Anticpated Miles		3,600
Total Costs		2,9	46,215.00		Rate Per Mile	\$	6.40
W-4-1449 -			440.000			\$	23,040
Total Miles		8	460,000				
Rate Per Mile		\$	6.40		Total Service Fee	\$	28,263

Champlain Valley Educational Services Audit Committee - Meeting Minutes October 14, 2020 - 5:00 p.m., Instructional Services Center

Present: Richard Harriman, Sr., Audit Committee Member

Thomas McCabe, Audit Committee Member Amy Pedrick, External Auditor, West & Co. CPA's Michael Rossi, External Auditor, West & Co. CPA's

Eric Bell, Assistant Superintendent for Management Services

Dr. Mark Davey, District Superintendent Christine Myers, BOCES Treasurer Angela Jennette, CVES Claims Auditor

Jessie Moulton, CVES Deputy Claims Auditor/Payroll Auditor

1. Approved the minutes from May 13, 2020 Audit Committee Meeting

Motion to approve (Thomas McCabe 1st, Richard Harriman 2nd)

2. Claims Auditor and Payroll Auditor Annual Report

Eric Bell reviewed claims audit and payroll audit function and requirement. Introduced Angela Jennette, Claims Auditor and Jessie Moulton, Payroll Auditor.

Jessie Moulton, CVES Payroll Auditor, reviewed the payroll audit process. She audits 20% of all timesheets for each payroll and 100% of all 12-month employees' timesheet for mathematical accuracy, compliance with procedures and necessary approvals, such as board approval and internal overtime authorizations. Mr. Bell noted the importance of the payroll auditor role to ensure people are not over/under paid. Maintaining this function within Management Services helps prevent long-term issues that could go undetected. Thomas McCabe agreed on the importance of having checks and balances in place in an area such as payroll. Mr. McCabe inquired if the 20% sample size was an industry standard. In past communication with our external auditors, they have supported the 20% as a reliable representative sample size to use when auditing.

Angela Jennette, CVES Claims Auditor, audits 100% of all vendor related payments to verify accuracy and compliance with CVES procedures, policies, and practices. At times, the internal procedures change given unique situations that arise throughout the normal course of business. For example, this year, CVES has implemented ACH/Direct Deposit payment to vendors, which is a significant cost-saving measure that creates more efficiencies, but an adjustment to how claims are audited.

Mr. Bell and Ms. Myers recognized Ms. Jennette for her assistance and cooperation during the pandemic to continue essential operations and maintain continuity throughout that period.

Ms. Jennette continued her review of the Claims Audit process. The monthly Claims Audit Report shows findings that are noteworthy. Many other questions are often raised, but resolved separately and do not rise to the level of reportable to the board. Mr. Bell noted that as an added level of review, the detailed Claims Audit Report is shared with Division Directors to communicate issues as they arise and identify expectations for deficiencies to be corrected, whenever possible.

Dr. Davey stated that CVES is fortunate to have a strong financial team. All their efforts are appreciated to ensure our resources are protected.

3. 2019-2020 External Audit Entrance Conference – Review of Audited Financial Statements

Michael Rossi, CPA reviewed the 2019-2020 Audited Financial Statements for CEWW BOCES. The audit reported an unqualified opinion, which is the cleanest opinion to obtain. The following items were highlighted:

- 1) On page 7, a large excess of revenue appears due to the collection of Capital Project monies for the voter approved BOCES-Wide Capital Project.
- 2) On page 12, the Other Post-Employment Benefits (OPEB) of \$139 million appears as a liability. This is the value of health insurance benefits for retirees.
- 3) On page 16, reviewed the BOCES' Fund Balance items and the nature of each. Noted that the Fund Balance will be reduced next year with the expenditure of capital project funds.
- 4) On page 17, Mr. Bell discussed the performance of the School Lunch Fund for 19-20. In 19-20, CVES re-established self-operation of the Plattsburgh Main Campus cafeteria with an overall loss that was substantially less than the past several years. This was due to extensive efforts to reduce costs and maximize revenues all while providing quality meals. The switch to remote learning in March, caused our cafeteria to provide meals to students throughout our 2,400 square miles. Our team fed 100% of our students each day. The increased number of meals served significantly helped to cover the fixed costs of the cafeteria. Dr. Davey noted his appreciation for all those that are a part of the food service team for making this happen during a most challenging time. Mr. Bell hopes to continue this trend in 20-21 and breakeven financially as we will be serving our CV-TEC students (three times as many students) with our COVID-19 schedule.
- 5) The OPEB liability is driven by the increasing number of retirees as identified on page 41.
- 6) On page 47, the NYS Retirement Systems are reported to be over/under-funded statewide. ERS is underfunded by 13.6% and TRS is overfunded by 2.2%, which may become a factor for future rates.
- 7) Page 51 List of active capital projects for the BOCES shows expenditures and current unspent balances.

Mr. Rossi reviewed the Management Letter comments for 2019-2020. All prior year comments were corrected. One comment was added this year in regards to improving internal controls.

4. Annual Review of Audit Committee Charter

No recommended changes.

5. Reserve Plan Review

Mr. Bell reviewed each reserve held by the BOCES in the preliminary Reserve Plan. The plan is subject to change throughout the year based on financial factors, both known and unknown at this time. The plan will be re-visited in the spring of 2021, and a final plan will be presented to Board in June 2021.

Employee Benefit Accrued Liability Reserve (EBALR) – Currently a \$1 million shortfall from the estimated liability to the balance currently held in the reserve. Plan is to fund this liability a little each year, with estimated contributions of \$200,000 for 2020-2021.

TRS Reserve – The current plan is to fund up to the allowed amount each year.

Retirement Contribution Reserve ERS – For 2020-2021, the reserve may be used to fund revenue shortfalls.

Unemployment Reserve – The reserve may have to be utilized to cover unemployment claims this year if they exceed budget appropriations and we would want to consider replenishing at year end if funds are available.

CTE Equipment Reserve – The significant proceeds from the sale of PAI equipment in 2020-2021 should allow a large contribution to the reserve up to the annual maximum allowed.

- 6. Next meeting is December 9, 2020, 5:00 p.m., CV-TEC Main Campus Plattsburgh
- 7. Meeting adjourned

Recommend that the Board approve the following letter(s) of Resignation for the purpose of Retirement:

- 1. Teresa Calabrese-Gray, Assistant Superintendent of Instruction and 21st Century Learning, Effective July 1, 2021.
- 2. Anthony Biasini, Special Education Teacher, Effective July 1, 2021.
- 3. Michael Guillette, Graphic Arts Teacher, Effective July 1, 2021

ENC. 14

Recommend that the Board approve the following letter(s) of Resignation:

- 1. Grace Mayhew, Teaching Assistant, Effective December 19, 2020.
- 2. Jacob Cummings, Teacher Aide/Student Aide, Effective December 28, 2020.

ENC. 15

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

1. Sara Spring, Teaching Assistant, January 4, 2021 through June 25, 2021, for the purpose of accepting a temporary teaching position.

ENC. 16

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

1. Name: Jessica Lagree

Position: Account Clerk/Typist Effective Date: January 19, 2021

Tentative Permanent Date: January 19, 2022

Annual Base Salary: \$26,712 Prorated Salary: \$12,020.40

Recommend that the Board appoint the following person(s) to a 26-week Civil Service Probationary Appointment as follows:

1. Name: Andrea Martino

Position: Behavior Analyst (previously provisional)

Effective Date: December 14, 2020 Tentative Permanent Date: June 14, 2021

Annual Base Salary: \$59,414

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

1. Name: Victoria Wilkins (pending fingerprint clearance)

Position: Accountant (Schools) Effective Date: January 20, 2021 Annualized Salary: \$42,000 Prorated Salary: \$18,738.46

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

ENC. 18

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

1. Heather Hambleton, Teacher Aide/Student Aide, Effective February 10, 2021.

ENC. 19

Recommend that the Board approve the following person(s) to a Temporary Appointment for the 2020-21 school year:

1. Name: Sara Spring

Position: Special Education Teacher

Effective Date: January 4, 2021 – June 25, 2021

Certification Status: Uncertified Annual Base Salary: \$43,468 Prorated Salary: \$26,080.80

ENC. 20

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

Adult Education non-contract, (\$28.00/hour)

Dylan Limlaw

ENC. 21

Recommend that the Board approve the following Additional Work for the 2020-21 School Year:

School Bus Driver Recertification, per diem rate of pay
Kim Mayer Not-To-Exceed 4 hours

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

NamePositionMichael MageeTeacherLydia DucharmeTeacher

Michael Magee Teaching Assistant

Donald Barber Jr. Teacher Aide/Student Aide

Ryan Hanley Permanent Building Sub, \$130/day

ENC. 23

Recommend that the Board authorize the following individual to collect money at all CVES locations for the 2020-21 school year:

CV-TEC Satellite Campus

Kathy Mallette – Adult Education Tuitions and Fees & other CV-TEC program income (Replacement for Diana Handly)

Management Services

Deanna Akin – Bank Deposits and General Collections – Business office (Replacement for Gabrielle Dion)

ENC. 24

Recommend that the Board approve the following change funds and custodians of the funds for the 2020-21 school year:

CV-TEC Satellite Campus Petty Cash Fund – Kathy Mallette - \$100 (Replacement for Diana Handly)

ENC. 25

Recommend that the Board appoint Julie Jolicoeur to the position of Deputy Board Clerk, as needed, effective January 4, 2021 through the July 2021 Reorganization Meeting, with an additional compensation of \$39.15/hour for hours worked beyond the contractual workday.

ENC. 26

Recommend that the Board approve the following Lead Teacher Evaluator Certification resolution:

Be it resolved that Ms. Nicole O'Connell is hereby certified as a Qualified Lead Evaluator of classroom teachers having successfully completed the following training requirements prescribed in 8 NYCCR §30-2.9(b):

- (1) The New York State Teaching Standards, and their related elements and performance indicators/the Leadership Standards and their related functions;
- (2) Evidence-based observation techniques that are grounded in research;
- (3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCCR §30-2.2;

ENC. 26 (CONTINUED)

- (4) Application and use of the State-approved rubrics selected by the BOCES for use in the evaluation of classroom teachers, including training on the effective application of such rubric to observe a classroom teacher's practice;
- (5) Application and use of the assessment tools that the BOCES utilizes to evaluate its classroom teachers, including, but not limited to, structured portfolio reviews, professional growth goals*, school improvement goals, etc.;
- (6) Application and use of the State-approved locally selected measures of student achievement used by the BOCES to evaluate its classroom teachers;
- (7) The scoring methodology utilized by the Department and the BOCES to evaluate a classroom teacher under 8 NYCCR §30-2, including (a) how scores are generated for each subcomponent and the composite effectiveness score of classroom teachers, and (b) application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the overall rating of classroom teachers and their subcomponent ratings; and
- (8) Specific considerations in evaluating classroom teachers of English language learners and students with disabilities.

ENC. 27

Recommend that the Board approve the following Lead Evaluator Certification resolutions:

- 1. The re-certification of the following Lead Teacher Evaluators for the 2020-2021 school year, who have attended various CVES in-house meetings and state, regional and/or local professional development offerings: Bonnie Berry, Teri Calabrese-Gray, Adam Facteau, Michele Friedman, Jim McCartney, Matthew Slattery, Grace Stay, Matthew Walentuk, and Daniel Valenzuela.
- 2. The re-certification of the following Lead Principal Evaluators for the 2020-2021 school year, who have attended various CVES in-house meetings and state, regional and/or local professional development offerings: Bonnie Berry, Teri Calabrese-Gray, Michele Friedman and Matthew Slattery.

ENC. 28

Recommend that the Board approve the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the C-E-W-W BOCES Administrative Unit that acknowledges the addition of the Adult Services Administrator. (attached)

MEMORANDUM OF AGREEMENT BETWEEN

Champlain Valley Educational Services

And

The Champlain Valley Educational Services Administrative Unit

WHEREAS The Champlain Valley Educational Services (BOCES) a Champlain Valley Educational Services (BOCES) a that runs from July 1, 2018- June 30, 2021 and;	vices Administrative Unit (Association) and the re parties to a collective bargaining agreement
WHEREAS Article 1, recognizes the titles of position	ons included in such agreement and;
WHEREAS the agreement does not recognize the	title of Adult Services Administrator;
THEREFORE, THE PARTIES HEREBY AGREE TO TH	E FOLLOWING:
The agreement shall be amended to inc Administrator.	clude the position title of Adult Services
DATED: January, 2021	
FOR THE BOCES:	FOR THE ASSOCIATION:
	Grave Stay
Dr. Mark C. Davey, District Superintendent	r. Grace Stay, Principal

INSTRUCTIONAL SERVICES CENTER

Teri Calabrese-Gray
Assistant Superintendent for Instruction
and 21st Century Learning

gray_teri@cves.org 518-561-0100 FAX 518-561-0240

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

P.O. Box 455, Plattsburgh, NY 12901

www.cves.org

FR: Teri Calabrese-Gray TCG

DA: December 31, 2020

RE: January 2021 Board Report

SED LAUNCHES WRITE ON, NY! WEBSITE AND INITIATIVE ALONG WITH LOGO DESIGN CONTEST

Write on, NY! is a NYSED website and initiative that promotes and supports student writing in New York State. The initiative utilizes the Lifelong Practices for Readers and Writers to encourage students' engagement in writing. The Write on, NY! webpage highlights each practice, then links to key elements for writing, as well as classroom resources. NYSED thanks the many teachers and educators who are part of this partnership and continue to assist with the work.



In an effort to promote this initiative, SED invites students statewide to enter the <u>Write on, NY! Logo Design Contest</u>. The contest is open to all New York State students in prekindergarten through grade 12. The deadline for entries is February 28, 2021. Winning logo designs will be announced in March 2021. The student's name, school, and district (if applicable) will be published with the design.

Questions pertaining to the *Write on, NY!* initiative or the logo design contest can be directed to the Office of Curriculum and Instruction at emscurric@nysed.gov or (518) 474-5922.

NY PROJECT HOPE - HELP IS AVAILABLE TO NAVIGATE THE CHALLENGES OF COVID

COVID-19 has changed a lot about how we live our lives, from daily routines at home to how we do our jobs. For many, work can feel uncertain and overwhelming. The trained crisis counselors at NY
Project Hope understand the changes COVID-19 has made in our lives and they know the emotions

these challenges create may be strong, and sometimes unfamiliar. From uncertainty to sadness, NY Project Hope helps one cope with their reactions to the changes and provides support so they can work to manage the stress and fatigue. Messaging to the public:

Maybe you want to learn about reliable community resources that can help you or you just want to talk...maybe it's both. Whatever it is that you need as you work to navigate your way through these very unusual times, NY Project Hope is here for you during COVID-19. If you decide to call our Emotional Support Helpline, you will reach someone who has been trained to hear what you are saying and give you the kind of support that works best for you during the pandemic...whether it's coping strategies, resources, or a chance to talk. The call is always confidential, anonymous, and without charge. NY Project Hope's Emotional Support Helpline number is 1-844-863-9314. Trained crisis counselors are available every day from 8am to 10pm. For coping tips, relaxation exercises, and much more, log on to the website.

NY Project Hope also provides resources to help children and adolescents cope with COVID-19. <u>Learn more about how to recognize warning signs of a child or teenager experiencing trauma and how to intervene</u>.

If you need support as you help children cope with COVID-19, call the NY Project Hope Emotional Support Helpline at 1-844-863-9314, 7 Days/Week from 8am-10pm.



BOARD OF REGENTS ADOPTS FIRST-EVER LEARNING STANDARDS FOR COMPUTER SCIENCE AND DIGITAL

At their December meeting the NYS Board of Regents adopted New York State's first-ever K-12 Learning Standards for Computer Science and Digital Fluency. These standards will ensure that every student knows how to live productively and safely in a technology-dominated world, including understanding the essential features of digital technologies, why and how they work, and how to communicate and create using those technologies. The new standards are the culmination of a two-year, collaborative process that included New York State teachers and statewide experts on computer science and educational technology.

The New York State K-12 Computer Science and Digital Fluency Standards are organized into five concepts: Impacts of Computing, Computational Thinking, Networks and Systems Design, Cybersecurity, and Digital Literacy. Each concept contains two or more sub-concepts and within the sub-concepts are a number of standards. The standards are grouped into grade-bands: K-1, 2-3, 4-6, 7-8, and 9-12. Students are expected to master the standards by the end of the last year of the grade band (i.e., end of third grade for the 2-3 grade band). Visual representations of and graphics on reading the standards are available online.



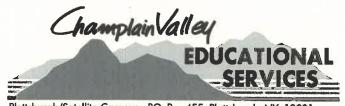
CONCEPT	SUB-CONCEPTS	STANDARDS
IMPACTS OF	SOCIETY	1, 2
COMPUTING	ETHICS	3, 4, 5
•	ACCESSIBILITY	6
	CAREER PATHS	7
COMPUTATIONAL	MODELING AND SIMULATION	1
THINKING	DATA ANALYSIS AND VISUALIZATION	2, 3
	ABSTRACTION AND DECOMPOSITION	4, 5
	ALGORITHMS AND PROGRAMMING	6, 7, 8, 9, 10
NETWORKS AND	HARDWARE AND SOFTWARE	1, 2, 3
Systems Design	NETWORKS AND THE INTERNET	4, 5
CYBERSECURITY	RISKS	1
	SAFEGUARDS	2, 3, 4
	RESPONSE	5
DIGITAL LITERACY	DIGITAL USE	1, 2, 3, 4, 5
	DIGITAL CITIZENSHIP	6, 7

Please note that the organization is *not intended as a sequence*. Concepts, Sub-Concepts, and individual Standards may be taught in any order.

To comply with a 2018 statute requiring the development of Computer Science Standards, and to fulfil the expectation outlined in the 2010 USNY Statewide Technology Plan that "students, teachers, and leaders will have clear standards for what students should know and be able to do with technology," the Department engaged with more than 120 stakeholders in seven workgroups to create new Computer Science and Digital Fluency Standards. The workgroups worked on different areas and phases of the standards and included:

- Authoring workgroup
- Review Panel
- Stakeholder Feedback Workgroup
- Second Revision Workgroup
- Executive Standards Committee
- Early Learning Workgroup
- Subject Matter Workgroup

The standards were conditionally approved by the Board of Regents P-12 Committee in January 2020 to allow the Department additional time to engage with early learning experts to ensure the early grades standards are developmentally appropriate and to begin to develop resources and guidance to help implement the standards. For additional information on the new standards, please see the Department's Computer Science and Digital Fluency website.



Plattsburgh/Satellite Campus - P.O. Box 455, Plattsburgh, NY 12901 Mineville Campus - P.O. Box B, Mineville, NY 12956 OneWorkSource - 194 U.S. Oval, Plattsburgh, NY 12903 www.cves.org

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

friedman_michele@cves.org

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

CVES MISSION

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

TO:

Dr. Mark C. Davey

FROM:

Michele M. Friedman

DATE:

January 4, 2021

RE:

January 2021 Board Report

CV-TEC Proudly Announces 34 New C.N.As!



CV-TEC is proud to announce that 34 of our current Allied Health Students from both the CV-TEC Mineville and Plattsburgh Campuses have successfully earned their NYS Certified Nurse Assistant license. Congratulations to all on this outstanding and essential achievement!

CV-TEC Holiday Helpers

CV-TEC continues to support efforts to assist our communities. We are proud to share a number of activities that our students and team members contributed to during this Holiday Season:

Handmade cards with heartfelt messages were made by our CV-TEC Students to residents at local nursing homes.



The CV-TEC Mineville SkillsUSA Club & the Special Education Division co-hosted a Holiday Food Drive (collecting over 1000 food items) for the local food pantry!

Donations were made to the Christmas Bureau on behalf of our CV-TEC Adopt-An-Angel Project and to the Make-A-Wish Foundation!







SPECIAL EDUCATION DIVISION

Matthew J. Slattery Director of Special Education

slattery_matt@cves.org

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

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CVES MISSION

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

To: Dr. Mark Davey, District Superintendent From: Matt Slattery, Director of Special Education

Date: January 2021

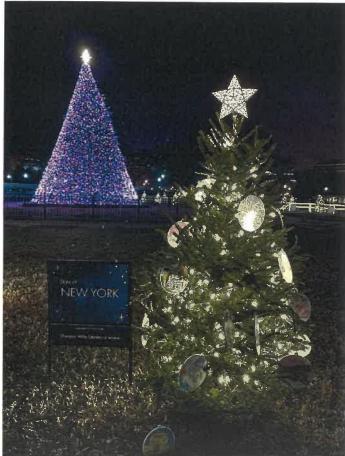
Re: Board of Cooperative Educational Services Report

CVES Students Selected to Represent NYS in the 2020 National Christmas Tree Display

Students from 56 schools across the country have designed one-of-a-kind ornaments for the 2020 National Christmas Tree display on the Ellipse in President's Park. These unique ornaments adorn 56 smaller trees that surround the National Christmas Tree. The trees represent each U.S. state, territory and the District of Columbia as part of the America Celebrates ornament display.

This year, Ms. Roxana Palmer, art teacher extraordinaire, and 13 of her students we selected to represent NYS in this National display. Kudos to our students for their NYS inspired creations! This year, several ornaments are also displayed inside the White House, including Brodie's, featured in the picture below from the New York Times.

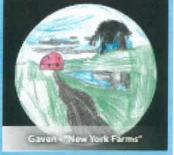




TREE DISPLAY @ THE WHITE HOUSE







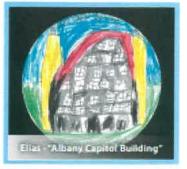




















LEARN MORE @ www.thenationaltree.org

• '

The Disabled American Veterans Chapter 179 Donates Blankets and Hat Sets

The DAV Chapter 179 of Plattsburgh has donated blankets and hat sets to all our students on our WAF Campus. We thank Commander Bonnie Mahnk, for her support of our school community!









Transition Planning and Strategic Plan Progress

CVES holds annual transition meetings with every student in the Special Education Division across both campuses who are 14 and older (as set forth by indicator 13 in IDEA-Individuals with Disabilities Education Act). These meetings bring together the student, their family, community, and school providers including District CSE's to discuss the student's future goals in employment, education, independent living skills, advocacy, residential living, transportation, medical needs, and recreation. These conversations regarding transition planning help build a circle of support around each student and their families as they begin to make the potentially scary journey from school age to adult services ensuring we are all working towards the same goals.

Transition planning is a collaborative process with all professional staff involved. This year, Counselors have become more active participants in the identification of the student's circle members both in and outside of school in collaboration with the family and classroom teacher. The Coordinator of Transition Programs is facilitating each of the over 90 student meetings that fall within this age range to ensure the highest quality process and to connect students with partnering agencies. This collaborative approach will undoubtedly lead to 100% on our Strategic Plan goal of high-quality transition planning occurring in the division as well as ensure compliance for our districts.

The CVES SharePoint Website Serves as the Core of the Special Education Division

Our SharePoint page houses critical resources as well as serves as a reference tool for all staff. Development of this site continues to be an ongoing process to stay up-to date to reflect divisional changes, program updates and everchanging staff and student needs. Life Skills

The curriculum portion of the site is undergoing the most significant boost. Currently, 25 new curriculum instructional webpages have been developed for both current print curriculum as well as electronic resources across Autism, Elementary Academic, Middle School/High School Academic, and Life Skills programs with more additions anticipated.

This easy to navigate resource "hub" has been developed in collaboration with teachers to ensure the most relevant information is provided.





directions on how to use the resource, training links and videos and any available supplemental materials.











Curriculum pages have a consistent structure for ease of use including an explanation of the resource,

Elementary Academic

Curriculum

English Language Arts



















Mathematics





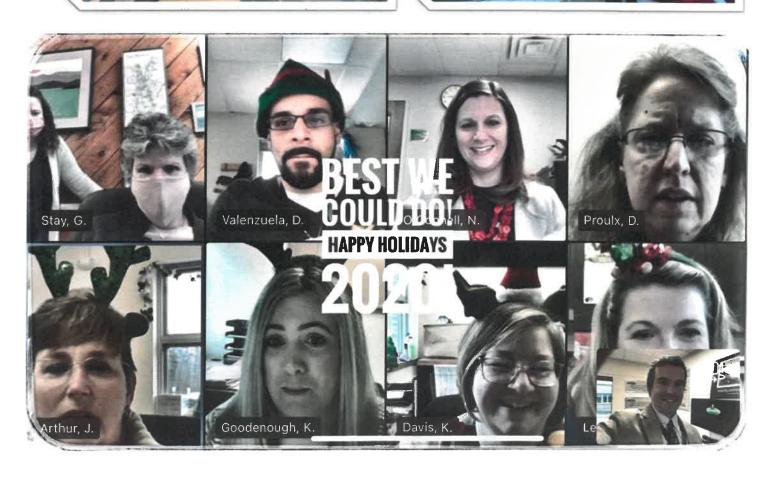
Social Studies





Some Holiday Fun and Cheer from Across the Division





JCEO BACK PACK PROGRAM



BACKPACKS OF FOOD SUPPLIES

Thanks to our partnership with JCEO for supporting our families during this Thanksgiving season! A special shoutout to #TeamCVES for coming together to deliver these items across the North Country after the school day!

JCEO is responsible for 3,000 backpacks of food that was distributed to elementary children identified as food insecure in the 2018-2019 school year. Learn about how you can help at www.JCEO.org





CEWW BOCES SPECIAL AID FUND PROGRAMS REVIEW STATUS EVALUATION 2020/2021

Coser	922-2020	927-2020	930-2020	944-2019	947-2021	949-2021	950-2021	951-2020
Program Description	Adk Foundation - Sun Fund	Core Rehabilitation Services	Pre-ETS	Early College High School Program and Pathways	SLS Operating Aid	SLS Categorical Aid for Automation	큠	HSE Test Administration
Approved Budget	\$ 8,000	\$ 631,752	\$ 300,000	\$ 150,000	\$ 108,060	\$ 10,647	\$ 421,312	\$ 7.247
Revenue Available/Earned	\$ 8,000	\$ 497,110	•	\$150,000	\$75,631	\$7,563	07	
Prior Year Rollover		208,820	•	,	13,521	1,193		5,542
Expenditures to-date	(1736)	(525,649)	(60,161)	(45,368)	(37,111)	(2,887)	(207,356)	(3,733)
Est.Encumbrances to-date (including indirect cost)*	(6264)	(58,230)	(8,624)	(8,666)	(49,710)	(4,118)		(240)
Unexpended Balance		\$ 122,051	\$ (68,785)	\$ 95,966	\$ 2,331	\$ 1,751	\$ (293,375)	\$ 3,494
Percentage Utilized	100%	85%	23%	36%	80%	%99	103%	92%
Grant Program Ending:	5/31/2021	12/31/2020	12/31/2020	6/30/2021	6/30/2021	6/30/2021	6/30/2021	12/31/2020
Finance Approval Obtained:	5/12/2020	2/7/2019	1/10/2020	2/22/2019	8/17/2020	10/21/2020	10/13/2020	6/4/2019
Director:	Bell	Slattery	Slattery	Gray	Gray	Gray	Friedman	Friedman
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Coser	952-2021	954-2021	956-2021	959-2020	963-2021	995-2020	996-2020	997-2020
Program Description	WIOA, Title II, Adult Basic Ed	Perkins IV/CTEIA- Basic Grant	SLS Supplemental Operating Ald	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
Approved Budget	\$ 60,182	\$ 121,263	\$ 57,639	\$ 370,279	\$ 190,129	\$ 405,147	\$ 125,000	\$ 125,000
Reverue Available/Eamed	\$ 60 182		\$ 36 932	118,000		\$ 405 147		
Prior Year Rollover	•	•	11 473	70,279	90 129	,	•	•
Expenditures to-date	(22 182)	(33 661)	(19 549)	(166,956)	(36 226)	(107 666)	(43 264)	(42 136)
Est. Encumbrances to-date (including indirect cost)*	(31 753)	(50 724)	(22 472)	(5,377)	(31 469)	(179 930)	(32 278)	(32 245)
Unexpended Balance	\$ 6,247	\$ (84,385)	\$ 6,384	\$ 15,946	\$ 22,434	\$ 117,551	\$ (75,542)	\$ (74,381)
Percentage Utilized	%06	%02	73%	47%	36%	71%	%09	%09
Grant Program Ending:	6/30/2021	6/30/2021	6/30/2021	9/30/2020	3/31/2021	6/30/2021	6/30/2021	6/30/2021
Finance Approval Obtained:	11/24/2020		9/3/2020	1/13/2020		12/8/2020		
Director:	Friedman	Friedman	Gray	Friedman	Friedman	Friedman	Friedman	Friedman

*Includes total unpaid salary and related benefits allocated to the program through year-end. **Project Finance Approval Pending with Agency.