

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

**AGENDA FOR BOARD MEETING TO BE HELD AT  
THE INSTRUCTIONAL SERVICES CENTER IN PLATTSBURGH, NY ON APRIL 14, 2021,  
PROPOSED EXECUTIVE SESSION AT 6:30 P.M. – MEETING TO FOLLOW**

Public participants may use the following WebEx Address: <https://bit.ly/3ryWbmS>

Or by calling 1-408-418-9388 Meeting number (access code): 129 879 4212

- |           |   |
|-----------|---|
| No Action | 1. CALL TO ORDER: BOARD PRESIDENT                           |
|           | a. The Pledge of Allegiance                                 |
|           | b. Roll Call of Board Members                               |
|           | c. Introduction of All Present                              |
| No Action | 2. EXECUTIVE SESSION  |
| No Action | 3. INTRODUCTION OF ALL PRESENT                              |
| No Action | 4. C-E-W-W BOCES ANNUAL MEETING                             |
| No Action | 5. OPINIONS AND CONCERNS FROM THE AUDIENCE                  |
| No Action | 6. CAPITAL PROJECT UPDATE -- Dr. Mark Davey & Mr. Eric Bell |
| Action    | 7. MINUTES OF PREVIOUS MEETING                              |
|           | a. March 10, 2021 Monthly Meeting Minutes (Enc. 1)          |
|           | 8. CONSENT AGENDA FINANCIAL                                 |
| Action    | a. Certification of Warrant (Enc. 2)                        |
| Action    | b. Treasurer's Report (Enc. 3)                              |
| Action    | c. Budget Increases (Enc. 4)                                |
| Action    | d. Communication Site Contract (Enc. 5)                     |
| Action    | e. Transportation Renewal Agreement (Enc. 6)                |
| Action    | f. Memorandum of Agreement (Enc. 7)                         |
|           | 9. OLD BUSINESS   |
| No Action | a. None this month  |
|           | 10. CONSENT AGENDA PERSONNEL                                |
| Action    | a. Leave of Absence (Enc. 8)                                |
| Action    | b. Amendments (Enc. 9)                                      |
| Action    | c. Tenure Appointments (Enc. 10)                            |
| Action    | d. Civil Service Probationary Appointment (Enc. 11)         |
| Action    | e. Permanent Appointments (Enc. 12)                         |
| Action    | f. Temporary Appointments (Enc. 13)                         |
| Action    | g. Additional Work (Enc. 14)                                |
| Action    | h. Special Education Summer School Staffing (Enc. 15)       |
| Action    | i. Facilitator (Enc. 16)                                    |
| Action    | j. Substitutes (Enc. 17)                                    |

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|-----------|--|
| Action    | k. New Employee Orientation Compensation (Enc. 18)   |
|           | 11. BOARD OF COOPERATIVE EDUCATIONAL SERVICES  |
| Action    | a. Memorandum of Agreement with CVES United Professionals Unit (Enc. 19)   |
| Action    | b. CVES Report Card (Enc. 20)  |
| Action    | c. Capital Improvement Project Change Orders (Enc. 21)   |
|           | 12. NEW BUSINESS   |
| No Action | a. None this month   |
| No Action | 13. STRATEGIC PLAN UPDATE -- Dr. Mark Davey  |
| No Action | 14. DISTRICT SUPERINTENDENT'S UPDATE   |
| No Action | 15. OTHER  |
| No Action | 16. NEXT BOARD MEETING   |
|           | Wednesday, May 12, 2021, to be held at the Yandon-Dillon Center in Mineville, NY –<br>Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m. |
| No Action | 17. REPORTS FROM DIRECTORS (Enc. 22)   |
| Action    | 18. 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**

April 14, 2021	Annual Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
April 20-22, 2021	CV-TEC Open House – Plattsburgh Main & Satellite Campus – 6:00 - 7:00 p.m.
April 22, 2021	Election of CVES Board Members and Vote on Administrative Budget
April 28, 2021	CV-TEC Open House – Mineville Campus – 6:00 - 7:30 p.m.
May 11, 2021	NTHS Ceremony – Location TBD – 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 – Location TBD – 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 – Location TBD – 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 – Location TBD – 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

## **ENC. 1**

Recommend that the Board approve the Draft Minutes from the March 10, 2021 Monthly Board Meeting. (attached)

## **ENC. 2**

Recommend that the Board approve the Certification of Warrant for March 2, 2021 to March 29, 2021. (attached)

## **ENC. 3**

Recommend that the Board approve the Treasurer's Report from February 28, 2021. (attached)

## **ENC. 4**

Recommend that the Board approve the following Budget Increases:

1. Core Rehabilitation Service (CRS) special aid fund project budget from \$631,752 to \$640,000 for the period of January 1, 2020 through December 31, 2020, due to additional funding in the amount of \$8,248. (Special Education)
2. Core Rehabilitation Service (CRS) special aid fund project budget from \$308,642 to \$542,954, for the period of January 1, 2021 through December 31, 2021, due to rollover funding in the amount of \$234,312. (Special Education)
3. Career and Technical Education Program budget from \$7,951,453 to \$8,553,989 due to increased revenue from the sale of surplus equipment in the 2020-2021 school year. (CV-TEC)
4. Adult Education Program budget from \$526,710 to \$751,025 due to increased revenue from the CARES Act & sale of surplus equipment in the 2020-2021 school year. (CV-TEC)

## **ENC. 5**

Recommend that the Board approve the following Communication Site Contract:

1. Contract between Clinton-Essex-Warren-Washington BOCES and Wendland Communications, LLC for the purpose of leasing telecommunications space in the Town of Monkton, VT for a period of three years beginning April 1, 2021 and ending March 31, 2024. Commencing with the initial contract term of April 1, 2021 through March 31, 2022 the rent shall be \$4,855. For the second and third contract term the base rent shall remain the same, with Consumer Price Index (CPI) increases allowed. (ISC) (attached)

## **ENC. 6**

Recommend that the Board approve the following Transportation Agreement Renewal:

1. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and Northeastern Clinton 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 \$18,000. (CV-TEC) (attached)

# ENC. 1

## CHAMPLAIN VALLEY EDUCATIONAL SERVICES

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

DATE: March 10, 2021  
KIND OF MEETING: Regular Board Meeting  
PLACE: Remote Via Webex Event (Video & Transcription will be available on CVES Website upon completion)

### Board Members Present:

Larry Barcomb  
Linda Gonyo-Horne  
Richard Harriman, Sr.  
Donna LaRocque  
Ed Marin  
Thomas McCabe  
Bruce Murdock  
Michael St. Pierre  
Scott Thurber (*left at 7:30pm*)

### Board Members Absent:

Leisa Boise  
Patricia Gero  
Evan Glading  
Richard Malaney  
Lori Saunders  
Doug Spilling

### Executive Officer:

Dr. Mark C. Davey

### Others Present:

Teri Calabrese-Gray  
Michele Friedman  
Matthew Slattery  
Eric Bell  
Alex St. Pierre  
James Bouffard  
Paul Lamoy  
Eric Robert

### Board Clerk:

Meaghan Rabideau

### MEETING TO ORDER

Board President St. Pierre called the meeting to order at 6:36 p.m.

### EXECUTIVE SESSION

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board go into Executive Session at 6:38 p.m., for the following reasons: #3 - A matter of information relating to a current or future investigation; #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 and the District Superintendent discussed several confidential personnel topics including an anticipated upcoming medical leave, and multiple planned agenda items with the DS' recommendations. Second, a labor relations update was provided which included updates on the status of several job searches underway including the CVES Assistant Superintendent of Educational Services and CVES' Director of Labor Relations. Also discussed were several pending Memorandum of Agreements (MOA's) related to sick day guidance regarding a staff matter and graduate credits. Third, an update was provided on a Title IX investigation underway. Fourth, several Capital Project-related contractual matters were reviewed. Lastly the District Superintendent reviewed the School Resource Officer (SRO) contract with the Clinton County Sheriff's Departments slated for Board action and he provided his

recommendation.

Mr. Harriman, Sr. moved, seconded by Mr. Barcomb that the Board come out of Executive Session at 7:15 p.m. All Board Members present voted yes—motion carried.

Note: Scott Thurber, Board member, left the meeting at 7:30 p.m.

**CAPITAL PROJECT  
UPDATE**

Dr. Davey began the update by welcoming and thanking the Capital Project representatives in attendance: Mr. Paul Lamoy, Project Manager, and Mr. Eric Robert, President and Project Executive, from SchoolHouse Construction Services, LLC, and Mr. James Bouffard from Tetra Tech Architects & Engineers. Dr. Davey acknowledged the positive progress of the project and teamwork provided by our construction leadership team especially during the pandemic. Both Dr. Davey and Mr. Bell shared kudos to SchoolHouse, Tetra Tech, site contractors and the CVES O&M staff to limit impact on educational programming and integrity, for staying within budget and on schedule. All teams have worked closely to ensure successful progress on the Capital Project while CVES continued providing its educational programs and services. Mr. Robert began the update with accomplishments and COVID-19 safety protocols and precautions. Next, Mr. Lamoy provided project status updates for each of the CVES campuses which included several construction photos. Construction is approximately 98% complete at the John W. Harold Center main campus including all major work scheduled for both 2020 and 2021. The focus of recent construction has been at the Satellite campus where the new Annex addition is nearing completion. The interior renovations continue to progress, and completion is scheduled for this Summer/early Fall at that campus. Third, Mr. Lamoy shared that construction will begin again at the Yandon-Dillon Campus in Mineville this summer. A phasing schedule has been developed to limit disruption of CVES Mineville Campus Special Education Summer School. A group meeting with the prime contractors will be held later this week for a schedule outlook for the remaining work to be done and to confirm the durations of wrapping-up construction. Lastly the Board was given the opportunity for questions and answers.

**PREVIOUS  
MINUTES**

Mrs. Gonyo-Horne moved, seconded by Mrs. LaRocque to approve the minutes of the February 10, 2021 monthly Board meeting as presented. All Board Members present voted yes—motion carried.

**CONSENT  
AGENDA  
FINANCIAL**

Mrs. LaRocque moved, seconded by Mrs. Gonyo-Horne 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 February 2, 2021 to March 1, 2021, as presented.

TREASURER'S  
REPORT

Approve the Treasurer's Report from January 31, 2020 as presented.

DONATION

Approve the following Donation:

1. For the Student Stipend Fund:			
United Way (December 2020)		198.12	
United Way (January 2020)		<u>198.12</u>	
TOTAL	-	\$	396.24

SPECIAL AID  
FUND PROJECTS

Approve the following Special Aid Fund Projects:

1. High School Equivalency Test Administration special aid fund project, in the amount of \$7,397, for the period of January 1, 2021 through December 31, 2021. (CV-TEC)
2. Pre-ETS (Employment Transition Services) for Students with Disabilities special aid fund project, in the amount of \$300,000, for the period of January 1, 2021 through December 31, 2021. (Special Education)
3. Core Rehabilitation Services (CRS) special aid fund project, in the amount of \$308,642, for the period of January 1, 2021 through December 31, 2021. (Special Education)

BUDGET

Approve the following Budget:

1. Itinerant (ITIN) Speech and Language budget in the amount of \$2,575 for the remainder of the 2020/2021 School Year to accommodate an increase in services from AuSable Valley School District. (Co-Ser 302 – Special Education)

BUDGET  
INCREASES

Approve the following Budget Increases:

1. William A. Fritz Cafeteria Fund Regular School Year budget from \$145,028 to \$291,517 for the 2020/2021 school year to accommodate the increase in meals being served. (Co-Ser C791 – School Lunch Fund)
2. Itinerant (ITIN) Guidance/Counseling budget from \$32,455 to \$35,570 for the 2020/2021 school year to accommodate increase in services from Northeastern Clinton School District. (Co-Ser 303 – Special Education)
3. Academic Programs Hospital Based budget from \$69,230 to \$71,484 for the 2020/2021 school year to accommodate the increase in services from various districts. (Co-Ser 441 – Special Education)

**COOPERATIVE  
PURCHASING  
ALLIANCE**

Approve the following resolution to participate in a Cooperative Purchasing Alliance:

Be it resolved that the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services agrees to participate in the 1 Government Procurement Alliance for the 2020/2021 school year.

**NETWORK  
EQUIPMENT BID**

Award the bid for Network Equipment to the following vendor:

CDW Government LLC of Vernon Hills, IL for (1) Cisco Meraki MX450 Cloud Managed Security Appliance, (2) Cisco Meraki MX64 Cloud Managed Security Appliance, (19) Cisco Meraki Cloud Managed MS125-48LP Switch, (2) Cisco Meraki Cloud Managed MS125-24P-Switch, (5) Meraki MR76 WiFi 6 Ruggedized Outdoor AP, (3) Cisco Direct MR56-HW, (1) Cisco Meraki Advanced Security License LIC-MX450-SEC 5 Years, (2) Cisco Meraki Advanced Security License LIC-MX64-SEC 5 Years, (2) Cisco Meraki Enterprise Subscription Licenses LIC-MS125-24P 5 years, (93) Cisco Meraki Enterprise Cloud Controller Subscription License LIC-ENT 5 Years, (49) Cisco Meraki Enterprise Subscription License LIC-MS125-48LP 5 Years, (5) Cisco Direct MR36-HW Wireless Access Point, and (10) Cisco Direct MR46-HW Wireless Access Point for the total bid amount of \$100,875.

Notes:

- 1 additional vendor submitted a bid: FirstLight of Albany NY in the amount of \$142,811.26
- The total bid award of \$100,875 is 85% funded through the Schools and Libraries Universal Service Support Program (E-Rate).

**INTERNAL AUDIT  
REQUIREMENT  
EXEMPTION**

Approve the following Internal Audit Requirement Exemption:

WHEREAS a mandate relief measure was enacted by New York State to exempt school districts from the requirement to maintain an internal audit function; and WHEREAS Education Law Section 2116-B was amended to include language relative to this exemption; and

WHEREAS the New York State Education Department Office of Educational Management Services provided guidance indicating that BOCES can also partake in this exemption and created a Certification Form for BOCES to use in order to illustrate eligibility, and has indicated that this exemption applies to the 2021-22 school fiscal year; and

WHEREAS Clinton-Essex-Warren-Washington BOCES qualifies for this exemption for fiscal year 2021-22 based on completion of this form as prescribed by NYSED; and

WHEREAS the Audit Committee of the Clinton-Essex-Warren-Washington BOCES recommends the BOCES adopt this mandate relief measure and not conduct an internal audit for the 2021-22 school year; therefore

BE IT RESOLVED that the Clinton-Essex-Warren-Washington BOCES shall

adopt the mandate relief measure and not conduct an internal audit for the 2021-22 school year.

INDEPENDENT  
AUDITOR  
APPOINTMENT/  
MANAGEMENT  
LETTER

Appoint West & Company, CPAs, PC, of Gloversville, NY, as the Clinton-Essex-Warren-Washington BOCES Independent Auditor for the 2020/2021 audits (to be conducted during the 2021/22 school year) and approve the engagement letter. The fee for the 2020-2021 audit is \$16,500.

OLD BUSINESS

Audit Committee Meeting Minutes from the December 9, 2020 meeting were shared with the Board.

CONSENT  
AGENDA  
PERSONNEL

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

RESIGNATION  
FOR THE PURPOSE  
OF RETIREMENT  
EKLOF

Approve the following letter of resignation for the purpose of Retirement:

1. Jill Eklof, School Psychologist, effective December 18, 2021

RESIGNATIONS  
LAREAU-KEMP,  
DEANGELO

Accept the following letter(s) of Resignation:

1. Shirley Lareau-Kemp, LPN Teacher, effective February 27, 2021
2. Shawna Deangelo, Allied Health Teacher, effective March 27, 2021

LEAVE OF  
ABSENCE GONYO

Approve the following leave(s) of absence:

1. Jean Gonyo, Teaching Assistant, November 30, 2020 through March 8, 2021, for the purpose of accepting a temporary teaching position.

TENURE  
APPOINTMENTS  
COLE, BOLA,  
STRONG,  
SENECAL

Grant Tenure to the following person(s):

1. Amanda Cole, Teaching Assistant, effective September 1, 2021
2. Allison Bola, Teaching Assistant, effective September 1, 2021
3. Nichole Strong, Speech & Hearing Teacher, effective September 1, 2021
4. Tanner Senecal, Culinary Arts Teacher, effective September 1, 2021

FOUR-YEAR  
PROBATIONARY  
APPOINTMENT  
HEATH

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

1. Lauren Heath, Allied Health Teacher, Effective February 4, 2021, Annual Base Salary of \$48,000, Prorated Salary of \$23,280.

(The Expiration date for the above appointments are tentative and conditional only. Except to the extent required by the applicable provisions of Section 3012 of the Education Law, in order to be

granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3012-c and/or 3012d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time).

**CIVIL SERVICE  
PROBATIONARY  
APPOINTMENT  
CHRISMAN**

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

1. Suezanne Chrisman, Teacher Aide/Student Aide, Effective March 11, 2021, Annual Base Salary of \$17,844, Prorated Salary \$6,545.79.

**PERMANENT  
APPOINTMENT  
SMART**

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

1. Stacey Smart, Registered Nurse, effective March 23, 2021

**TEMPORARY  
APPOINTMENT  
GONYO**

Approve the following person(s) to a Temporary Appointment for the 2020-21 school year:

1. Jean Gonyo, Special Education Teacher (uncertified), Effective November 30, 2020 through March 8, 2021, Annual Base Salary of \$43,468, Prorated Salary of \$14,561.78.

**ADDITIONAL  
WORK**

Approve the following Additional Work for the 2020-21 school year:

Stipend Position, compensation per collective bargaining agreement

Kevin Shaw	Employee Mentor
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**SUBSTITUTES**

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

<u>Name</u>	<u>Position</u>
Barbara Ero-O'Neil	Teacher Aide/Student Aide
Shannen Kelly	Teacher Aide/Student Aide ( <i>pending fingerprint clearance</i> )
Adam Reda	Teacher ( <i>pending fingerprint clearance</i> )
Gregory Demarse	Teacher
Denise Clothier	Teacher
Patricia McCartney	Principal

Dr. Davey recognized and congratulated the retirement of Jill Eklof, CVES School Psychologist and acknowledged her 29 years of service. Dr. Davey and the Board wished her well in her retirement.

**MEMORANDUM  
OF AGREEMENT  
CEWW BOCES  
AND CVES**

Mrs. Linda Gonyo-Horne moved, seconded by Mr. Murdock, that the Board approve the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Champlain Valley Educational Services United Professionals, Local 4807, NYSUT, AFT, AFL-CIO

UNITED  
PROFESSIONALS  
UNIT

that acknowledges the reinstatement of accrued sick time. All Board Members present voted yes—motion carried.

MEMORANDUM  
OF AGREEMENT  
CEWW BOCES  
AND CVES  
UNITED  
PROFESSIONALS  
UNIT

Mr. Murdock moved, seconded by Mr. Barcomb that the Board approve the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Champlain Valley Educational Services United Professionals, Local 4807, NYSUT, AFT, AFL-CIO that acknowledges the Statement of Continued Eligibility (SOCE) or subject area extension credential necessary to meet the BOCES' current placement needs. All Board Members present voted yes—motion carried.

BUDGET

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

1. Incarcerated Youth Program budget in the amount of \$15,942 for the 2020-2021 school year for a service request from Boquet Valley Central School. (Co-Ser 425 – CV-TEC) All Board Members present voted yes—motion carried.

AGREEMENT

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES (BOCES) and the Clinton County Sheriff's Office (County) under which the County will provide the services of a School Resource Officer (SRO) at BOCES from March 15, 2021 through June 30, 2021 for a total amount not anticipated to exceed \$10,000. (Administration) All Board Members present voted yes—motion carried.

RESIGNATIONS  
ERO-O'NEIL,  
TROMBLEY

Mrs. LaRocque moved, seconded by Mr. Murdock, that the Board approve the following letter(s) of Resignation:

1. Barbara Ero-O'Neil, Teacher Aide/Student Aide, effective March 11, 2021
  2. Carrie Trombley, Teacher Aide/Student Aide, effective March 8, 2021
- All Board Members present voted yes—motion carried.

AMEND LEAVE OF  
ABSENCE  
AGUILAR

Mr. Murdock moved, seconded by Mrs. LaRocque, that the Board amend the following unpaid leave of absence that was approved at the February 10, 2021 Board meeting:

1. Henry Aguilar, Lifeguard, unpaid leave of absence, effective February 12, 2021 through ~~April 16, 2021~~ **March 21, 2021**. All Board Members present voted yes—motion carried.

PROVISIONAL  
CIVIL SERVICE  
APPOINTMENT  
HANLEY

Mr. Murdock moved, seconded by Mr. Harriman, Sr., that the Board appoint the following person(s) to a Provisional Civil Service Appointment as follows:

1. Chelsey Hanley (*pending fingerprint clearance*), Employment & Training Counselor, Effective April 19, 2021, Annual Base Salary \$43,300, Prorated Amount of \$8,826.54. (EFFECTIVE PERMANENT DATE TO BE DETERMINED UPON SUCCESSFUL COMPLETION OF CIVIL SERVICE EXAM) All Board Members present voted yes—motion carried.

AMEND  
EMPLOYMENT  
AGREEMENT  
CALABRESE-  
GRAY

Mr. Murdock moved, seconded by Mrs. LaRocque, Upon the recommendation of the District Superintendent, BE IT RESOLVED that the Board approve the following resolution:

1. Amend the Employment Agreement by and between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Teresa Calabrese-Gray, Assistant Superintendent for Instruction and 21<sup>st</sup> Century Learning, effective July 1, 2020 through June 30, 2021, that was approved on June 10, 2020, to restore provisions omitted, including Section 7 A (iv) and Section 7 J (iii). All Board Members present voted yes—motion carried.

STRATEGIC PLAN  
UPDATE

Dr. Davey thanked the Board and the CVES team for their work in updating the District Planning Team (DPT) during the March 2<sup>nd</sup> meeting and for the planning discussion for our remaining work this school year. Dr. Davey shared that the Annual Survey is scheduled to be administered from March 31<sup>st</sup> – April 21<sup>st</sup>. Staff updates in each division are currently being planned. Once completed, the survey will be tallied and shared with the Board at the May 10, 2021 meeting. More information will be forthcoming on the Survey.

DISTRICT SUPT.  
UPDATE

Dr. Davey began the update informing the Board that many CVES employees wishing to receive the vaccine have had their initial doses or have appointments to do so. He indicated that CVES has not had to take any recent remote pauses due to COVID-19 cases and quarantines and he thanked everyone for following all the ongoing COVID safety protocols. Linda Gonyo-Horne, Board member, asked if CVES is aware of the number of staff that have received the vaccine. Dr. Davey replied that CVES has not gathered staff vaccination information at this time. The Governor issued an Executive Order asking first schools and then second, local Health Departments to collect and report the school vaccination data. The State has, at this time, paused the collection of this data. The local Health Departments have access to the NYS Vaccination Database and can look-up individual records as needed to assist with COVID-19 quarantining as needed. CVES and our component school districts are prepared to assist the local Health Departments to gather vaccination data if needed. Second, Dr. Davey shared divisional updates including the upcoming New Employee Orientation on March 18<sup>th</sup> and the numerous vacancies that CVES is in the process of filling. Mr. Bell discussed the recruitment efforts that are being utilized by the HR team that includes Handshake, an online platform, that is a direct attempt to recruit from colleges as students are

graduating throughout the region. Third, Dr. Davey shared information on the schools' and local Departments of Health updates and weekly check-in meetings. A copy of the CVES and Component District's COVID-19 Report Card Summary was reviewed with the Board. This information summarizes the total number of positive COVID cases reported by the component districts and CVES. Next, Dr. Davey reviewed new NYSDOH travel guidance from the State and the recently released updated quarantine guidelines for those that have been vaccinated. He also provided information on high-risk sports with regard to spectators and "senior night" recognition as well as end-of-year celebrations that are being discussed at the State level. More information will be forthcoming on state guidance. Dr. Davey then congratulated both of our CV-TEC New Vision student ambassadors that attended the BOCES Advocacy Day, Katelyn Blair (Saranac CSD) and Harvey Runyon (Keene CSD), were provided certificates of appreciation for participating in the advocacy efforts with our State Legislators. Lastly, Dr. Davey shared several final CVES updates including a recommendation to resume hybrid meeting models for Board meetings beginning in April, and he mentioned several brief highlights from his February DS meeting including information on potential administration of upcoming NYS assessments and a statewide survey administered to gather assessment information by NYSED.

NEXT BOARD  
MEETING

The next Board meeting will be held on Wednesday, April 14, 2021 at the Instructional Services Center. An anticipated Executive Session will begin at 6:30 p.m., with the Annual and Monthly meeting beginning at 7:30 p.m.

ADJOURNMENT

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne to adjourn the meeting at 8:39 p.m. All Board Members present voted yes—motion carried.

Meaghan Rabideau, Board Clerk

**DRAFT**

## ENC. 2

### MEMO

To: Meaghan Rabideau, BOCES Board Clerk  
Clinton-Essex-Warren-Washington BOCES  
From: Angela Jennette, Claims Auditor  
Date: March 29, 2021  
Re: Report for Board Agenda for April 14, 2021 Meeting

The following warrant claims were reviewed from March 2, 2021 to March 29, 2021:

<u>Warrant No. &amp; Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
**		
W #36- 03/04/2021	*Check Nos: 234093-234135** *ACH Payments: ACH000640-ACH000653	\$ 325,844.58
W #37- 03/11/2021	*Check Nos: 234148-234149** 234151-234330 *ACH Payments: ACH000654-ACH001010	\$ 1,044,516.46
W #38- 03/18/2021	*Check Nos: 234331-234383** *ACH Payments: ACH001011-ACH001031	\$ 1,305,923.28
W #39- 03/25/2021	*Check Nos: 234392-234441 *ACH Payments: ACH001032-ACH001046	\$ 148,317.04

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

IRS-EFTPS:

PR #18- Wire #941-022621- Warrant #36;

PR #19- Wire #941-031521- Warrant #38;

Health Ins. Monthly:

Wire #HINS-32021- Warrant #37;

NYS Promptax:

PR #18- Wire #NYS-022621- Warrant #36;

PR #19- Wire #NYS-031521- Warrant #38;

ERATE Payment :

Wire #ERATE30321- Warrant #36 ;

Omni Financial Group: PR #19- Wire #OMN-031521- Warrant #37;

NYS Quarterly Sales Tax : Wire #ST100-0221- Warrant #38 ;

NYS Office of Comptroller ERS Retirement & Loans: PR #17&18-Wire #ERS-FEB21-Warrant #36;

Health Insurance Consortium Payments:

3/8/21	\$ 1,847,394.02
3/15/21	\$ 1,580,267.09
3/22/21	\$ 1,374,405.55
3/29/21	\$ 1,510,399.03

<u>Transfer NYCLASS to TD Bank:</u>	Capital Project	\$ 15,652,551.00
(Increased Interest Rate)	Investment Acc.	\$ 20,835,599.00
	Worker Comp.	\$ 4,356,111.00

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

Internal Claims Auditor  
(Signature) Angela Jennette

CC: Eric Bell  
Christine Myers

<u>Date</u>	<u>Warrant</u>	<u>Vendor #</u>	<u>Claim Audit Finding:</u>	<u>Summary Business Office Response :</u>	<u>Resolution/Options:</u>
03/03/21	Pending W#36	1766	Missing Conference Approval number for claim.	Input Conference Approval number and attached to claim.	Approved for final warrant.
03/03/21	Pending W#36	9648	Purchasing without Purchase Order in place.	ASMS has reviewed situation with Division Director on the importance/requirement of ensuring Purchase Orders are in place before any orders are place.	Approved for final warrant.
<b>03/04/21</b>	<b>Final W#36</b>				<b>\$325,844.58</b>
03/10/21	Pending W#37	13875	Payment requested is for Electronic transfer, schedule is for a check payment.	Corrected to electronic transfer.	Approved for final warrant.
03/10/21	Pending W#37	3642		Repeat issues of purchases being made without Purchase Order in place by division. This has been addressed by the Purchasing Agent on several occasions and will be brought to the attention of the ASMS to determine appropriate process in the future.	Approved for final warrant.
03/10/21	Pending W#37	15197	Purchase without Purchase Order issued.	Automatic renewal new for prior year. Did not get rolled over with the new year in error. Will add to the annual Purchase Order renewal list.	Approved for final warrant.
03/10/21	Pending W#37	14530	Service without Purchase Order requested. Missing department OK to Pay, only has Accountants coding OK.	Will obtain department OK to Pay.	Removed from final warrant.
<b>03/11/21</b>	<b>Final W#37</b>				<b>\$1,044,516.46</b>
03/17/21	Pending W#38	14777	Invoice over 5 months.	Vendor issues with prevailing wage prevented more timely payment. Purchasing Agent worked with vendor to resolve.	Approved for final warrant.
<b>03/18/21</b>	<b>Final W#38</b>				<b>\$1,305,923.28</b>
03/24/21	Pending W#39	14239	Coding error on claim.	Coding corrected.	Approved for final warrant.
03/24/21	Pending W#39	8971	No verification that equipment was delivered.	Will verify with division.	Removed from final warrant.
<b>03/25/21</b>	<b>Final W#39</b>				<b>\$148,317.04</b>

**CLINTON-ESSEX-WARREN-WASHINGTON BOCES  
TREASURER'S REPORT - FEBRUARY 28, 2021**

**I. CHECKING ACCOUNTS**

	Cash Balance January 31, 2020	Cash Receipts February	Cash Disbursements February	Cash Balance February 28, 2021	Cash Receipts Year To Date	Cash Disbursements Year To Date	Cash Balance February 28, 2021
<b>TD Bank - Depository</b>							
General Fund	\$ 4,458,241.44	\$ 7,351,585.04	\$ 7,614,335.52	\$ 4,195,490.96	\$ 38,228,249.75	\$ 4,195,490.96	\$ (375,715.33)
Special Aid Fund	\$ (224,112.12)	\$ 100,410.66	\$ 252,013.87	\$ (375,715.33)	\$ 1,477,527.16	\$ 1,750,748.70	\$ 522,318.97
Trust & Agency Fund	\$ 479,094.20	\$ 43,224.77	\$ -	\$ 522,318.97	\$ 584,927.90	\$ 157,435.83	\$ (2,691.97)
School Lunch Fund	\$ 18,677.77	\$ 368.70	\$ 19,738.44	\$ (2,691.97)	\$ 206,301.66	\$ 170,211.05	\$ (783,063.94)
Capital Fund	\$ (81,496.10)	\$ -	\$ 711,567.84	\$ (783,063.94)	\$ 268,160.65	\$ 1,509,141.99	\$ -
Private Purpose Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TD Bank - Operating</b>							
General	\$ 348,106.25	\$ 8,557,440.00	\$ 8,564,924.75	\$ 340,621.50	\$ 49,599,454.54	\$ 49,538,516.91	\$ 340,621.50
<b>SAVINGS ACCOUNTS</b>							
<b>NYCLASS</b>							
BOCES-Wide Capital Project	\$ 15,652,214.05	\$ 837.50	\$ -	\$ 15,653,051.55	\$ 11,939.31	\$ 8,603,000.00	\$ 15,653,051.55
Trust Fund Non-Expendable	\$ 11,977.91	\$ 0.61	\$ -	\$ 11,978.52	\$ 6.86	\$ -	\$ 11,978.52
Private Purpose Trust Fund	\$ 10,582.81	\$ 0.48	\$ -	\$ 10,583.29	\$ 5.55	\$ -	\$ 10,583.29
<b>TOTAL CASH ON HAND</b>	<b>\$ 20,671,286.21</b>			<b>\$ 19,562,573.55</b>	<b>\$ 91,069,506.07</b>	<b>\$ 99,957,304.23</b>	<b>\$ 19,562,573.55</b>

**II. RECONCILIATION TO BANK STATEMENTS**

	February 28, 2021 Bank Balance	Add: Deposits in Transit	Less: Outstanding Checks	February 28, 2021 Cash Balance
<b>TD BANK - MUNICIPAL CHECKING - OPERATING</b>	\$ 539,816.14	\$ -	\$ (199,194.64)	\$ 340,621.50
<b>TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT</b>	\$ 3,546,338.69	\$ -	\$ -	\$ 3,546,338.69
<b>NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT</b>	\$ 15,653,051.55	\$ -	\$ -	\$ 15,653,051.55
<b>NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP</b>	\$ 699.98	\$ -	\$ -	\$ 699.98
<b>NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP</b>	\$ 700.80	\$ -	\$ -	\$ 700.80
<b>NYCLASS - SAVINGS, DONALD W. COGSWELL SCHOLARSHIP</b>	\$ 11,978.52	\$ -	\$ -	\$ 11,978.52
<b>NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP</b>	\$ 1,169.70	\$ -	\$ -	\$ 1,169.70
<b>NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP</b>	\$ 2.10	\$ -	\$ -	\$ 2.10
	\$ 8,010.71	\$ -	\$ -	\$ 8,010.71
<b>TOTAL CASH ON HAND</b>				<b>\$ 19,562,573.55</b>

GENERAL FUND INTEREST RECEIVED 7/01/20 - 2/28/2021 \$ 5,005.90  
CAPITAL FUND INTEREST RECEIVED 7/01/20 - 2/28/2021 \$ 11,939.31

PREPARED BY:



Christine Myers, District Treasurer

DATED:

3/18/21

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

FOR THE PERIOD 02/01/2021 TO 02/28/2021

TITLE OF ACCOUNT	BAL. ON HAND BEG. OF YEAR	BAL. ON HAND BEG. OF MONTH	RECEIPTS FOR MONTH	TOTAL FOR MONTH	TOTAL EXPEND. FOR MONTH	BALANCE ON HAND
SKILLS USA - PLATTSBURGH	7,572.14	7,572.14	0.00	7,572.14	0.00	7,572.14
SKILLS USA - MINEVILLE	1,870.43	1,870.43	0.00	1,870.43	0.00	1,870.43
NO. COUNTRY LOGGERS	616.98	616.98	0.00	616.98	0.00	616.98
REFLECTIONS	503.14	503.14	0.00	503.14	0.00	503.14
LPN CLASS	688.80	688.80	0.00	688.80	0.00	688.80
RAZOR'S EDGE	1,179.97	1,179.97	0.00	1,179.97	0.00	1,179.97
SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	12,431.46	12,431.46	0.00	12,431.46	0.00	12,431.46

\$ 12,431.46  
\$ -  
\$ 12,431.46

02/28/2021 Bank Balance  
Add: Deposits in Transit  
Less: Outstanding Checks  
02/28/2021 Balance on Hand

  
COLBY SISKAVICH, EXTRACLASSROOM TREASURER  
3/3/21  
DATE

**ENC. 5**  
**WENDLAND COMMUNICATION SITE CONTRACT**  
(Tower and Building Space)

This Contract agreement is made by and between the OWNERS and the DISTRICT hereinafter named, effective as of April 1, 2021 (the "Commencement Date") and terminating on March 31, 2024

Definitions

OWNERS: WENDLAND COMMUNICATIONS, LLC. of PO Box 14,682 Wendland Road, Monkton, Vermont 05469-0014.

DISTRICT: Clinton-Essex-Warren-Washington Board of Cooperative Educational Services, a municipal supervisory district located At 518 Rugar Street, P.O. Box 455, Plattsburgh, NY 12901-0455

Tower: OWNERS's Tower No. 2.  
YOU ARE PART OF A MULTI-COUPLING SYSTEM.

Cubic footage of leased space in the building owned by the Owner and associated with the Tower, being non-heated, non-air conditioned metal building at the base of the Tower. 7.25 Cubic feet.

Initial Term: Three (3) years from the Commencement Date.

Base Rent (See paragraph 5) \$4,855.00 per year for the First Contract Year (the "Initial Base Rent"), adjusted annually and payable as provided in Paragraph 5.

Commencement Date: April 1, 2021

Contract Year: A full year of 365 or 366 consecutive days, as applicable, beginning on an anniversary of the Commencement Date.

First Contract Year: The full year of 365 or 366 days, as applicable, beginning on the Commencement Date.

Initial Consumer Price Index (See paragraph 5): 261.582

Initial Estimated Electrical Cost (see Paragraph 6): \$No Charge per month.

1. The Communication Site.

OWNERS owns certain land (the "Land") located in the Town of Monkton, Addison County, Vermont by virtue of a Deed from Peter E. Wendland and Ina Mae Wendland dated December 2, 1999 and recorded in Volume 73, Pages 112-114 of the Monkton Land Records (the "Deed"); being a portion of the land conveyed in Warranty Deed from Donald D. Clark, Allen P. Clark and Forrest S. Rose, dated November 20, 1967, and of record in the Town of Monkton Land Records in Book 27 at pages 354-355. The Land is depicted on a survey by Kenneth G. Weston, L.S., dated February 28, 1997, entitled "Map of a Subdivided Portion of Lands of Peter E. Wendland and Ina Mae Wendland, and recorded in the Monkton Land Records at Slide 52 (the "General Site Plan"). A copy of the General Site Plan is appended hereto as Exhibit A. OWNERS has developed the Land as "Communications Site" by the erection of several towers (including the Tower identified above) and antennae and related structures equipment used for communication and other commercial purposes. Access to the Communications Site is provided

over a driveway and roadway extension that that runs from Boro Hill Road to the Communications Site.

2. Leased Property.

OWNERS agrees to lease to DISTRICT and DISTRICT agrees to lease from OWNERS, under the provisions of this Contract

(a) space on the Tower for the installation, maintenance and operation of the communications antenna or antennae and appurtenances described on Exhibit B attached hereto, and such replacements thereof as are permitted under this Contract.

(b) a space in the building, to be designated by Owner, of the cubic footage set forth in the Definitions Section above for the installation, maintenance and operation of communications equipment and appurtenances, all as described on Exhibit B.

(c) a right in common with OWNERS and OWNERS's tenants and assigns (a) to install, maintain and operate appropriate transmission lines

between the Building and DISTRICT's antennas mounted on the Tower; (b) to use the aforesaid driveway and roadway extension for access, ingress and egress, on foot or by motor vehicle, including trucks, 7 days a week, twenty-four hours a day, between the leased property and Boro Hill Road; (c) to install, maintain and operate electric wires, cables, conduits and pipes in a mutually acceptable location to connect to OWNERS's electrical transformer panel in the Communications Site; and (d) to install, maintain and operate telecommunications wires, cables, conduits, pipes and appurtenances in a mutually acceptable location, to connect to the nearest convenient junction with telecommunications providers.

### 3. Use of Leased Property.

The sole authorized use of the leased property is for construction, installation, maintenance and operation of a communications facility and uses incident thereto and all necessary connecting appurtenances. DISTRICT shall at all times comply with the Communication Site Rules and Regulations attached hereto as Exhibit C.

### 4. Term; Right to Renew or Extend the Term.

The term of this Contract shall be the Initial Term, unless renewed or extended as provided on Exhibit D. If there is no Exhibit D attached hereto then the DISTRICT shall have no right to extend the Initial Term of this Contract. Except as set forth in Exhibit D any Renewal Term shall be upon all of the terms and conditions of this Contract, except no further renewals or extensions of this Contract shall be permitted. As a condition precedent to the DISTRICT's exercise of any right of renewal provided by Exhibit D, the DISTRICT shall have paid all of the Base Rent and other sums payable under this Contract in a timely manner and shall have kept and performed all of the terms and covenants of this Contract to be kept and performed by the DISTRICT throughout the entire term of this Contract preceding the Renewal Term.

### 5. Base Rent

(a) DISTRICT shall pay OWNERS the Base Rent in advance on the first day of each month. The obligation to pay Base Rent will begin immediately upon the Commencement Date.

(b) The Base Rent for each Contract Year after the First Contract Year shall be adjusted by a formula as follows:

Monthly Base Rent = IBR x (CCPI/ICPI)

Definitions: IBR is the Initial Base Rent.

CCPI is the current Consumer Price Index for the month which is three (3) months immediately preceding the month in which The new Contract Year commences.

ICPI is the Initial Consumer Price Index for the month which is three (3) months immediately preceding the Commencement Date.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for All Items, All Urban Consumers (CPI-U) or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of Renewal Base Rent for the Renewal Term shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor,

formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as OWNERS and DISTRICT may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be resolved pursuant to Paragraph 83.

(c) DISTRICT agrees to pay interest on any Base Rent or other sum of money payable by DISTRICT to OWNERS under this Contract that is more than fifteen (15) days past due, at the rate of eighteen percent (18%) per annum, compounded annually, and due immediately as it accrues. Any sum of money payable by DISTRICT to OWNERS under this Contract shall be paid in lawful money of the United States and shall be paid to OWNERS at its address stated above or such other place as the OWNERS may designate by written notice to DISTRICT.

(d) The obligation of DISTRICT to pay the Base Rent and any other sums payable to OWNERS under this Contract shall be absolute and unconditional under any and all circumstances, without notice or demand and without abatement, deduction or set off except as expressly provided in this Contract.

### 6. Electricity.

OWNERS shall make available at a transformer at the Communication Site 120/240 volt 60 hertz single phase A.C. commercial electricity supplied by Green Mountain Power Corporation as is needed for the normal operation of DISTRICT's permitted equipment. DISTRICT, at DISTRICT's expense, will install and properly maintain a separate electric meter for the measurement of electricity used by DISTRICT. Green Mountain Power Corporation shall bill OWNERS, and OWNERS agrees to pay for all electricity used by all occupants of the Communication Site. DISTRICT shall reimburse OWNERS for the electricity DISTRICT uses. Throughout the term of this Contract OWNERS shall provide DISTRICT from time to time with reasonable estimates of anticipated monthly electric charges, which DISTRICT shall pay on a monthly basis in advance on the first day of each month as additional rent, as a credit on account for the cost of DISTRICT's electricity usage. The parties agree that the monthly estimate for the first six months of the initial term shall be the Initial Estimated Electrical Cost set out in the Definitions section above. Annually the parties shall reconcile the estimate payments and DISTRICT's actual electric charges. DISTRICT shall pay OWNERS as additional rent any additions sums due within ten (10) days of demand therefore. In the event DISTRICT's estimated payments exceed its actual charges, OWNERS shall credit such excess to DISTRICT's estimated payments next coming due, except that OWNERS shall refund to DISTRICT any excess payments upon final reconciliation of the charges after expiration or termination of the Contract. OWNERS shall not be responsible for or liable to DISTRICT for any loss or damage resulting from any interruption in the supply of electricity unless such interruption is caused by the willful misconduct or active gross negligence of OWNERS. Without limiting the effect of the preceding sentence, OWNERS agrees to take all reasonable steps to remedy any interruption in electrical service attributable to OWNERS.

7. Taxes.

OWNERS shall be solely liable for and shall pay when due all real estate, personal property and machinery and equipment taxes assessed on real estate, on personal property and machinery owned by OWNERS. DISTRICT shall be solely liable for and shall pay when due all such taxes assessed on all real and personal property owned by DISTRICT. In addition, DISTRICT shall pay for any documented increase in ad valorem real estate taxes levied against the Land which are directly or indirectly attributable to the improvements constructed by DISTRICT, its sublicensees or sublessees and are not separately levied or assessed by the taxing authorities against DISTRICT or the improvements of DISTRICT including, for example and not by the way of limitations, any tax assessed against the Owner based on the value of this Contract.

8. Indemnity.

The DISTRICT hereby assumes all risk and responsibility for and agrees to pay for, and to indemnify and save harmless and defend the OWNERS, from and against any and all claims, demands, suits, actions, recoveries, judgments, losses, damages, liabilities, costs, attorneys' fees, and any and all expenses which are suffered or incurred by OWNERS as a result of DISTRICT's breach of this Contract or use of the leased property, or which are attributable to the loss of life, property or injury or damage to the person or property of any person or persons whomsoever, whether such person(s) are killed, injured or otherwise damaged or harmed by the DISTRICT, DISTRICT's agents or employees or persons otherwise connected with DISTRICT, or the OWNERS, OWNERS's agents or employees or persons otherwise connected with OWNERS, or any third person in no way connected with DISTRICT or OWNERS, which loss of life or property, or injury or damage to persons or property, shall be due to or arise out of, result from, or be in any way connected with this Lease or any work done on or use of the leased property by virtue of DISTRICT's occupation or use of the leased property.

9. Insurance.

The DISTRICT shall procure and at all times maintain comprehensive public liability and all-risk property damage insurance, (i.e. so-called bodily injury, personal injury, property damage liability, etc. coverage) with an insurance company licensed to do such business in the State of Vermont, covering all of DISTRICT's use of and operations and activities on or in connection with the leased property with a single available and unused limit of not less than Two Million Dollars (\$2,000,000.00) naming OWNERS as an additional insured. The DISTRICT shall procure and/or cause any independent contractor of DISTRICT to procure, and at all times maintain, worker's compensation insurance with an insurance company licensed to do business in the State of Vermont, for employees of the DISTRICT and DISTRICT's contractors and sub-contractors, when work is performed on the OWNERS's Communication Site.

DISTRICT shall keep OWNERS furnished with a certificate(s) evidencing the most current such insurance and stating that such coverage shall not be canceled or changed until the insurance company gives the OWNERS at least forty-five (45) days prior written notice thereof.

Under no circumstances whatsoever shall OWNERS be responsible for damage to or loss of DISTRICT's improvements or equipment. DISTRICT shall maintain any insurance it deems appropriate to protect DISTRICT.

10. Repair of Tower or Building.

In the event of damage to or the partial or total destruction (including but not limited to collapse) of the Tower or the Building, the OWNERS shall repair and/or replace the Tower or Building as soon as is reasonably possible given the extent of the destruction, weather conditions, etc. If such damage or destruction was caused by or was a result of the DISTRICT's use of the leased property, DISTRICT's breach of this Contract or DISTRICT's wrongful misconduct or negligence, then the DISTRICT shall be responsible for and agrees to immediately reimburse the OWNERS for all damages and losses suffered by OWNERS as a result thereof including but not limited to any sums which OWNERS may be obligated to pay other tenants and users of the Communication Site on account thereof, and the period of time within which OWNERS has to repair or replace the Tower or Building shall be automatically extended by a period of time equal to that period of time between such damage or destruction and full payment by DISTRICT to OWNERS of the entire cost to repair or replace the Tower and other damaged property.

If the Tower or Building is in need of reconstruction, replacement or repair that cannot reasonably be undertaken without dismantling an antenna or disconnecting and/or moving equipment of DISTRICT, then OWNERS may remove any such antenna or disconnect and/or move any such equipment and interrupt DISTRICT's operations, thereafter replacing any such antenna or restoring any such equipment as soon as reasonably possible. If the need for such reconstruction, replacement or repair was not caused by and was not a result of the DISTRICT's use of the leased property, DISTRICT's breach of this Contract or DISTRICT's wrongful misconduct or negligence, DISTRICT shall be entitled to a pro rata refund of its Base Rent for such time as DISTRICT is unable to conduct DISTRICT's normal operations as a result of such total or partial destruction damage or need of repair. Under no circumstances shall OWNERS be liable for any financial loss sustained by DISTRICT due to business interruption.

11. [NOT USED.]

12. Alterations and Improvements.

DISTRICT shall not make any alteration, addition, or improvement to the leased property other than those described in this Contract without the prior written consent of the OWNERS, which may be withheld or conditioned by the OWNERS in its sole discretion. The DISTRICT may not place on the leased property any sign or advertising matter of any kind without obtaining the prior written approval of the OWNERS, which may be withheld in the OWNERS's sole discretion.

13. OWNERS's Right to Perform DISTRICT's Obligations.

If the DISTRICT is in default of any provision of this Contract, other than the provisions requiring the payment of Base Rent or other sums due OWNERS from DISTRICT, and if the DISTRICT shall fail to cure such default within fifteen (15) days after the receipt of written notice from OWNERS, then the OWNERS may (but shall not be required to) cure such default for the account of the DISTRICT, and any sums reasonably expended by the OWNERS in connection therewith shall be deemed to be additional rent and payable with the Base Rent payment which shall next become due.

#### 14. Waiver of Subrogation.

Each of OWNERS and DISTRICT hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the leased property or to DISTRICT's improvements and equipment paid by property insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party shall be responsible; provided, however, that this release shall be applicable and in force and effect only in respect to loss or damage occurring during such time as the releasor's policies

shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. OWNERS and DISTRICT agree that each will request its insurance carrier to include in its policy such a clause or endorsement. If extra costs shall be charged therefore, each party shall advise the other thereof and the other party, at its election, may pay the same, but shall not be obligated to do so; provided, however, if the other party does not pay such extra cost then the first party need not include in its policy such a clause or endorsement.

#### 15. DISTRICT's Property.

(a) The OWNERS, its agents, contractors, servants or employees, shall not be liable for any damage to property of the DISTRICT or of others located on the leased property or entrusted to its employees nor for the loss of any such property by theft or otherwise. OWNERS, its agents, contractors, servants or employees shall not be liable for any injury or damage to persons or property resulting from fire; explosion; falling plaster; steam; gas; electricity; wind; water, rain, snow or ice which may leak into the leased property from pipes, appliances or plumbing systems or from the street or from any other place; or from dampness or from any other cause whatsoever, unless caused by or due to the willful or grossly negligent act or omission of the OWNERS or its agents, contractors, servants or employees. All property of the DISTRICT or of others kept or stored on the leased property shall be so kept or stored at the risk of the DISTRICT only and the DISTRICT shall hold the OWNERS harmless from any claims arising out of any damage to the same.

(b) If the DISTRICT vacates or abandons the leased property in violation of this Contract, any property that the DISTRICT leaves on the leased property shall be deemed to have been abandoned and may either be retained by the OWNERS as its own property or may be disposed of at public or private sale as the OWNERS sees fit. Any property of the DISTRICT sold at public or private sale or retained by the OWNERS shall have the proceeds of any such sale, or the then current fair market value of any property retained by the OWNERS as reasonably determined by the OWNERS, applied by the OWNERS against (i) any expenses of the OWNERS for removal, storage or sale of such property, (ii) any unpaid Base Rent or other amounts payable under this Contract and (iii) any damages or other amounts to which the OWNERS may be entitled under this Contract. The balance of such amounts, if any, shall be paid to the DISTRICT at the address set forth herein for notices to the DISTRICT.

(c) In addition to any statutory lien that the OWNERS may have, the DISTRICT hereby grants to OWNERS, and OWNERS shall have at all times a valid security interest to secure payment of all Base Rent and other sums of money becoming due hereunder from the DISTRICT, and to secure payment of any damages or loss which the OWNERS may suffer by reason of the breach by the DISTRICT of any covenant, agreement or condition

contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements, and other personal property of the DISTRICT presently, or which may hereafter be, situated on the leased property, and all proceeds therefrom, and such property shall not be removed without the consent of the OWNERS until all arrearages in Base Rent as well as any and all other sums of money then due to the OWNERS or to become due to the OWNERS hereunder shall first have been paid and discharged and all the covenants, agreements, and conditions hereof have been fully complied with and performed by the DISTRICT. Upon the occurrence of an event of default by the DISTRICT, the OWNERS may, in addition to any other remedies provided herein, enter upon the leased property and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of the DISTRICT situated on the leased property, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving the DISTRICT reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the OWNERS or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving the DISTRICT reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this Contract at least ten days before the time of sale. Any sale made pursuant to the provisions of this Paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held on the leased property or where the DISTRICT's property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for any three of the eight days immediately preceding the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Paragraph. Any surplus shall be paid to the DISTRICT or as otherwise required by law; the DISTRICT shall pay any deficiencies forthwith. Upon request by the OWNERS, the DISTRICT agrees to execute and deliver to the OWNERS a financing statement in form sufficient to perfect any security interest of the OWNERS in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code of the State of Vermont.

#### 16. Quiet Enjoyment.

OWNERS covenants and agrees with DISTRICT that upon DISTRICT paying said Base Rent and any additional rent or other sums payable under this Contract, and performing all the covenants and conditions aforesaid on DISTRICT's part to be observed and performed, DISTRICT shall and may peaceably and quietly have, hold and enjoy the leased property, for the term aforesaid, subject and subordinate, however, to any underlying mortgages now existing or hereinafter granted by the OWNER.

#### 17. Condemnation.

If at any time during the term of this Contract a substantial portion of the leased property (meaning thereby so much as shall render the leased property substantially unusable by DISTRICT), as reasonably determined by OWNERS) shall be taken by exercise of the right of condemnation or eminent domain or by agreement between OWNERS and those authorized to exercise such rights, (all such proceedings being

collectively designated as a "taking in condemnation" or a "taking"), this Lease shall terminate and expire on the date of the taking and the Base Rent and other amounts payable by DISTRICT hereunder shall be apportioned and paid to the date of the taking. DISTRICT shall have no right to interpose, prosecute or collect a claim against the OWNERS in any proceedings for taking in condemnation for the loss of the value of this Lease or improvements made by the DISTRICT to the leased property; provided, however, that the DISTRICT may claim and recover from the condemning authority, but not from the OWNERS, such compensation as may be separately awarded or recoverable by the DISTRICT in DISTRICT's own right on account of any and all damage to DISTRICT's business by reason of any taking in condemnation and for and on account of any cost or loss to which DISTRICT might be put in removing DISTRICT's improvements and equipment. Except as expressly set forth in the immediately preceding sentence, any award for the value of the land, the Tower, OWNERS's buildings and OWNERS's improvements and loss of Base Rent shall belong to the OWNERS, and DISTRICT shall not be entitled to share in any such award on account of any Leasehold interest. If the title to less than a substantial portion of the leased property shall be taken in condemnation so that the DISTRICT's business conducted on the leased property can be continued without material diminution, this Lease shall continue in full force and effect. If the taking does not amount to a substantial portion but does materially adversely affect the DISTRICT's ability to conduct DISTRICT's business on the leased property, the Base Rent from and after the date of the vesting of title in the condemnor shall be equitably adjusted by the OWNERS to reflect the diminished value of the leased property to the DISTRICT as a direct result of the condemnation. Any award for a partial taking shall be vested as set forth herein relating to total taking in condemnation.

#### 18. Priority of Mortgages

It is understood and expressly agreed between the parties that this Lease shall always be subject and subordinate to any present or future mortgages of OWNERS's interest in the leased property or the property of which the leased property are a part; that no further document other than this Lease shall be required to evidence such subordination; and that the DISTRICT will, upon request, execute, acknowledge and deliver to the OWNERS, as often as may be required, certificates of subordination to evidence the effect of this provision. OWNERS shall endeavor to obtain a recordable non-disturbance agreement by any such mortgagee recognizing the validity of this Lease in the event of a foreclosure of OWNERS's interest and also DISTRICT's right to remain in occupancy of and have access to the leased property so long as DISTRICT is not in default of this Lease.

#### 19. Holdover Tenancy

Any holding over by the DISTRICT after the expiration or termination of this Lease shall be on a day to day basis at twice the Base Rent in effect at the time of the holding over, prorated on a daily basis. The covenants and agreements contained herein shall remain in force during the period of any holding over insofar as applicable. Acceptance by OWNERS of such holdover Base Rent shall not constitute waiver of breach and shall not prejudice or waive any right of OWNERS to evict, eject or dispossess the DISTRICT. DISTRICT shall be deemed to have held over, and to be liable for the holdover, for so long after the termination or expiration of this Contract as any communications equipment belonging to DISTRICT remains on the Tower, in the Building, or otherwise on the land, until such time as

DISTRICT removes such equipment or OWNER, at its option, takes possession of any such equipment pursuant to paragraph 27, below.

#### 20. Hazardous Substances

The DISTRICT shall not handle, process, store, release or use any hazardous substance, pollutant or contaminant (as may be defined by any present or future laws of any governmental authority or by any administrative or judicial decisions, in the Building or anywhere else on OWNERS's lands without the express written consent of the OWNERS, which may be withheld in its sole discretion. In connection with the DISTRICT's use or occupancy of the leased property, the DISTRICT shall comply in all respects with and provide all notices required by any applicable law, ordinance, regulation or ruling relating to environmental protection or the presence, use, generation, storage, release, containment or disposal of hazardous substances, pollutants or contaminants (as may be defined by any present or future laws of any governmental authority or by any administrative or judicial decisions any such substances, pollutants or contaminants prior to expiration or termination of this Lease. The DISTRICT shall indemnify, defend and hold the OWNERS harmless from and against any and all damage, cost, loss, liability and expense (including fines, civil assessments, closing costs and reasonable attorney's fees) which may be incurred by the OWNERS by reason of, resulting from, or arising in any manner whatsoever out of the breach of the obligations of the DISTRICT contained in this Paragraph. OWNERS represents and warrants to DISTRICT that, to the best of its knowledge, no hazardous substance, pollutants or contaminants (as may be defined by any present laws of any governmental authority or by any administrative or judicial decisions) has been generated, stored or disposed of on the Premises, nor have the same been transported to or over the Premises. OWNERS shall hold DISTRICT harmless from, defend and indemnify DISTRICT against and from any damage, loss, expense or liability resulting from any breach of this representation and warranty, including, all reasonable, actual attorney's fees and costs incurred as a result thereof.

#### 21. Recording of Lease

This Lease shall not be recorded by or on behalf of the DISTRICT, except at the express request of the OWNERS and in the event this Lease is recorded without the permission of the OWNERS, then this Lease, at the option of the OWNERS, shall terminate and all executory rights of the DISTRICT hereunder shall cease. Either of the OWNERS or the DISTRICT may record a notice of Lease in form sufficient to give constructive notice pursuant to Vermont law and the counterparty shall execute the same upon request.

#### 22. Waiver

The failure of the OWNERS to insist upon strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the OWNERS may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

#### 23. Invalidity or Inapplicability of Clause

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or

unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

#### 24. Successors or Assigns

The covenants and agreements herein contained shall, subject to the provisions of this Lease bind and inure to the benefit of the OWNERS, its successors and assigns, and shall bind DISTRICT, its successors and assigns, except as otherwise specifically provided herein.

#### 25. Default/Termination

(a) OWNERS and DISTRICT agree (i) that if the DISTRICT is in default or breach of this Lease because a Base Rent payment or other payment due from DISTRICT to OWNERS under this Lease has not been received by OWNERS within thirty (30) days of its due date, or (ii) that if the DISTRICT is in default or breach in the performance by DISTRICT of any of the other conditions or provisions of this Lease and such default or breach still remains thirty (30) days after written notice of such default or breach was given by OWNERS to the DISTRICT (no notice of default or breach in the payment of any Base Rent or other payment being necessary), (iii) if the DISTRICT shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or if there shall be appointed a receiver or trustee of all or substantially all of the property of the DISTRICT, or if the DISTRICT shall make an assignment for the benefit of one or more of DISTRICT's creditors, or (iv) if the DISTRICT shall vacate or abandon the leased property, and any such condition shall continue for a period of twenty days after notice from the OWNERS; then the OWNERS, at OWNERS's option, may enter and/or repossess the leased property and/or may stop the supply of electricity to DISTRICT's equipment and/or may elect to terminate this Lease, and/or may resort to any other legal rights or remedies of the OWNERS.

(b) Anything to the contrary herein notwithstanding, at any time the DISTRICT is in default or breach of the Communications Site Rules and Regulations section which provides that:

"In the event DISTRICT's equipment causes electromagnetic interference with reception or transmission of previously installed equipment or in the event that previously installed equipment interferes with reception or transmission of DISTRICT's equipment, DISTRICT shall immediately cease operating its equipment and shall make such corrections and adjustments, at its own expense, as are required to eliminate the interference.",

then the OWNERS shall have the right, without any liability to the OWNERS, to shut off the electricity to DISTRICT's equipment upon either: (a) twenty-four (24) hours prior notice to DISTRICT given in person or by telephone or facsimile either in writing or verbally to the DISTRICT or any one of DISTRICT's personnel, employees, agents, officers or other authorized representatives, or (b) four (4) days prior written notice pursuant to Paragraph 28 of this Lease.

(c) The rights and remedies of the OWNERS set out in this Lease are, and shall be deemed to be, cumulative, and the exercise of one shall not be deemed to be an election that excludes the exercise by the OWNERS at any time or at any different time of a different or inconsistent remedy, and shall be deemed to be given to OWNERS in addition to any other and further rights and/or remedies granted to the OWNERS by law.

The failure of the OWNERS at any time to exercise any of the OWNERS's rights or remedies under this Lease shall not be deemed to operate as a waiver by OWNERS of OWNERS's right to exercise such rights or remedies at any other or future time for any such present or future default or breach.

(d) In connection with any default or breach of this Lease by DISTRICT, OWNERS shall be immediately reimbursed (i.e. paid) by DISTRICT for the amount of reasonable attorneys' fees and other reasonable costs incurred by OWNERS in connection with such default or breach, including but not limited to the bringing of any action in court or arbitration for enforcement of this Lease.

(e) In the event that OWNERS is required to remove DISTRICT's equipment and incur costs to correct a violation or remove DISTRICT's equipment for failure to comply with the terms hereof, which the OWNERS within its sole option is hereby expressly authorized to do, such costs shall be paid to the OWNERS by the DISTRICT on demand. OWNERS is hereby expressly released from all liability of every nature whatsoever in case it removes all or any of said DISTRICT's equipment for failure to comply with the provisions hereof, but shall promptly return such equipment to DISTRICT upon payment of what is owed to OWNERS.

(f) Upon the expiration or earlier termination of the term of this Lease, DISTRICT agrees to execute and return to OWNERS within ten (10) days any proper instrument given by OWNERS to DISTRICT that confirms such expiration or termination. DISTRICT agrees that it shall be liable to the OWNERS for any damages suffered by OWNERS as a result of any failure to comply with this provision.

#### 26. Assignment

DISTRICT agrees that without OWNERS's prior written approval (which shall not be unreasonably withheld), DISTRICT shall not (i) assign, transfer, pledge, mortgage or otherwise dispose of any of DISTRICT's rights pursuant to this Lease or (ii) sublet DISTRICT's rights to use the leased property or any part thereof or permit it to be used by anyone other than the DISTRICT.

#### 27. Removal of DISTRICT's Equipment

Prior to the expiration or termination of this Lease DISTRICT shall remove all of DISTRICT's improvements and equipment, personal property and fixtures and restore the leased property and the Building to good condition. If DISTRICT's improvements or equipment remains on the leased property, in the Building or on OWNERS's lands after expiration or termination of this Lease, DISTRICT shall pay the Base Rent provided for holdover tenancies pursuant to Paragraph 19. The DISTRICT agrees that any of DISTRICT's improvements or equipment (other than hazardous or toxic substances, material or waste) that remains on the leased property, in the Building or on OWNERS's land after thirty (30) days from said termination shall automatically become the sole property of the OWNERS at the option of the OWNERS.

#### 28. Notices

Except as otherwise specifically provided under this Lease, any notice or demand required or permitted to be given or made under this Lease may be given personally or mailed to the party to which it is being given. Except as otherwise specifically provided under this lease, when so mailed (placed or deposited into the United States Postal Service system), either by registered or certified mail, return receipt requested, with sufficient postage addressed as

set forth below to the party to which it is being given, such notice or demand shall have been deemed to have been given at the time when so mailed. The OWNERS or the DISTRICT may from time to time designate any other address for this purpose than is set forth in the Definitions section of this Lease by giving written notice thereof to the other party.

29. No Representation by OWNERS.

OWNERS has made no representation or promise with respect to condition of the leased property or its suitability for any purpose. Taking possession of the leased property by DISTRICT shall be conclusive evidence, as against DISTRICT, that DISTRICT accepts the leased property and the Building "as is" and that the leased property and the Building were in good and satisfactory condition at the time DISTRICT took possession.

30. Entire Agreement.

This Lease contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than expressly set forth herein. This Lease supersedes all prior agreements and understandings between the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in writing signed by the OWNERS and DISTRICT.

31. Headings.

The section and paragraph headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.

32. Additional Provisions.

- (a) Time is of the essence in this Lease.
- (b) This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Vermont.
- (c) Other additional provisions, if any, are set forth on Exhibit E.

33. Remedies and Jurisdiction; Governing Law.

Nothing herein shall preclude a request for mediation or arbitration by either Party, but neither Party shall be required to consent thereto. In the event of default or breach hereof by the DISTRICT which is not remedied within the applicable cure period, and in addition to all other remedies available at law or in equity, the OWNERS shall be entitled to evict the DISTRICT from the Property and to take possession thereof by any lawful means. The Contract, as amended by this Amendment, is governed by and shall be interpreted in accordance with the law of the State of Vermont. DISTRICT agrees that exclusive jurisdiction for enforcement of the Contract, as amended by this Amendment, shall lie with the Vermont Superior Court, with venue in Addison Superior Court. The DISTRICT irrevocably consents to the personal jurisdiction of such Court over it. In the event any civil action or binding arbitration is commenced for enforcement, the prevailing party shall be entitled to recover all of its costs of action, including, without limitation, reasonable attorney's fees.

Dated effective as of the date first above written.

In presence of: **LESSOR: WENDLAND COMMUNICATIONS,LLC.**

\_\_\_\_\_, L.S.  
Duly authorized Agent

STATE OF VERMONT  
COUNTY OF \_\_\_\_\_, ss. At \_\_\_\_\_ in said County this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021, \_\_\_\_\_ personally appeared, and he/she acknowledged this  
instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of  
Wendland Communications, LLC.

Before me,

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

In presence of: **DISTRICT:** \_\_\_\_\_

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

Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
and Duly Authorized Agent

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS.

At \_\_\_\_\_, in said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
before me personally appeared \_\_\_\_\_, \_\_\_\_\_, and

Duly Authorized Agent of \_\_\_\_\_,  
and he/she acknowledged this instrument by him/her signed to be his/her free act  
and deed and the free act and deed of said

Before me, \_\_\_\_\_

Notary Public  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

Survey by Kenneth G. Weston, L.S., dated February 26, 1997, entitled "Map of a Subdivided Portion of Lands of Peter E. Wendland and Ina Mae Wendland, and recorded in the Monkton Land Records at Slide 52.

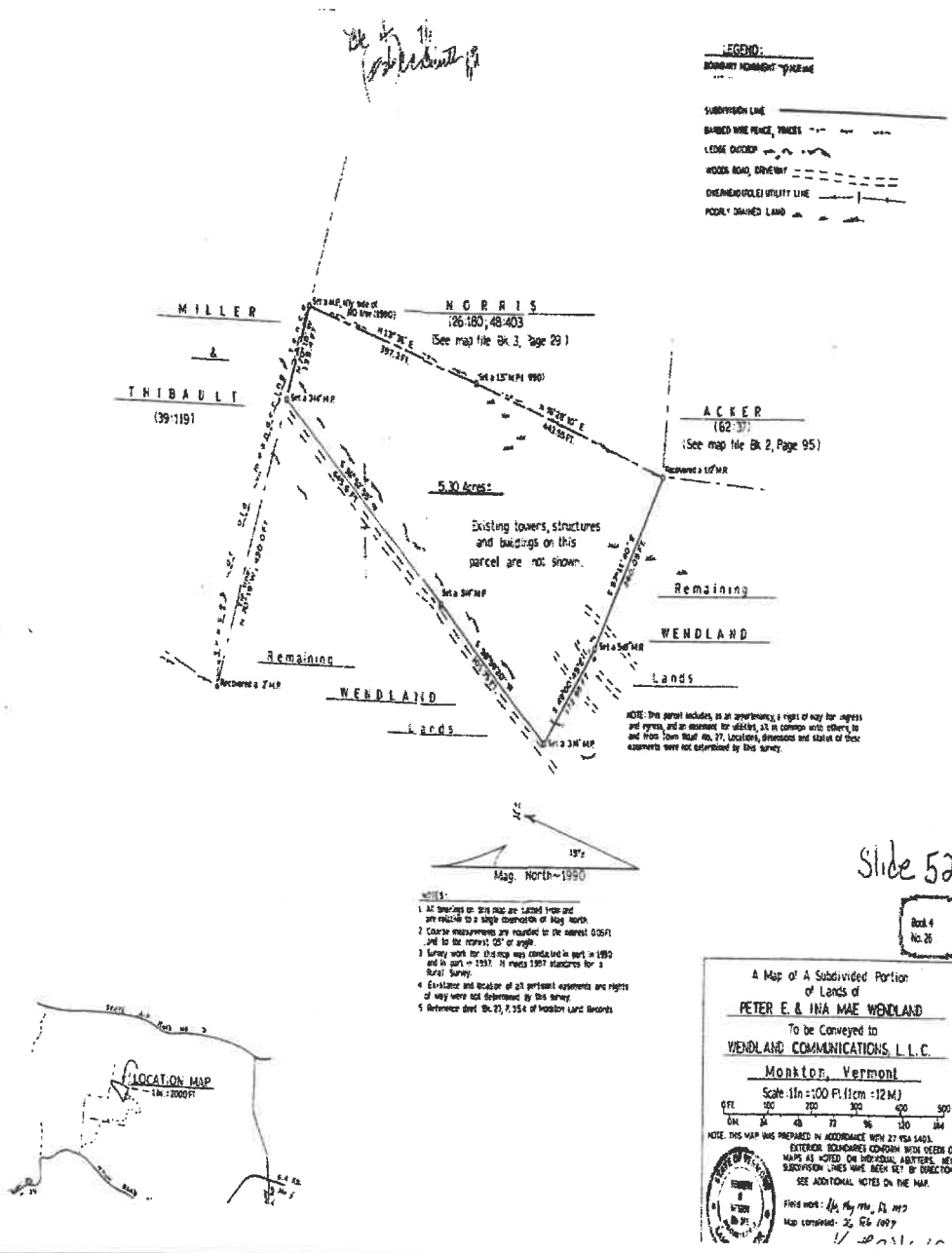


EXHIBIT B

District: \_\_\_\_\_

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

**DESCRIPTION OF DISTRICT'S COMMUNICATION EQUIPMENT,  
ANTENNAE AND APPURTENANCES ("Equipment") on tower 2**

**Antennas, Radio and Broadcasting Equipment**

Manufacturer & Model	
Height of antenna tip	
Weight & Length	
Face location on tower	
Windloading @ 125 mph	
Weight & Length	
Mounting – Weight & Dimensions	
Cable Mfr, Type, & Size	
Radiation Pattern	
Effective Radiated Power	75 watts
Operating Frequency(s)	463.325 & 468.325

**Equipment in Building**

Manufacturer & Model	Motorola PR 8300
Weight	
Cabinet Dimension	22" x 19" x 30"
Electric Consumption / Month	
Other Equipment	

Weights to be in Lbs and Dimension to be in inches and feet

Initials \_\_\_\_\_ District

\_\_\_\_\_ Wendland Comm

## EXHIBIT C

### **COMMUNICATIONS SITE RULES AND REGULATIONS**

(a) In the use of the leased property, DISTRICT:

(1) shall not cause electromagnetic or other interference with communication equipment or signals of other users of OWNERS's Communication Site whose use (including planned use of already installed equipment) is in existence prior to the installation of any particular equipment of DISTRICT, including but not limited to any change or replacement of DISTRICT's equipment;

(2) shall at its sole cost and expense install and maintain DISTRICT's permitted improvements and equipment in safe, clean and good working condition;

(3) shall in addition exert the DISTRICT's best efforts, in consultation(s) with other users of OWNERS's Communication Site to identify the cause of any interference and if DISTRICT's equipment is the cause, to immediately eliminate it; and

(4) shall conduct its business, in such a manner and as will not cause undue noise, create any nuisance or otherwise interfere with, annoy or disturb OWNERS, other lessees and users of the Communication Site or nearby landowners and their tenants.

(b) Prior to any installation by DISTRICT of any equipment, DISTRICT shall have performed and provide to OWNERS, at DISTRICT's expense, a copy of a frequency compatibility and R.F. Emissions study and report, prepared by Trott Communications Group, (972) 518-1811, www.trottgroup.com, in sufficient depth as determined by OWNERS, demonstrating that DISTRICT's frequencies will not cause electrical or other interference with communication equipment or signals of other users of OWNERS's Communication Site whose use (including planned use of already installed equipment) is in existence prior to the installation of any of DISTRICT's equipment. Such possible interference includes but is not limited to cases of intermodulation interference, receiver desensitization and transmitter noise. If the report indicates a potential for interference, the study and report shall contain a statement as to how any such potential interference is to be controlled (i.e. filters, duplexers, circulators, etc.) by DISTRICT within the rights and conditions that the DISTRICT must operate under this Contract. Such minimum protective devices deemed necessary by the compatibility study and report shall be properly installed and maintained by DISTRICT. DISTRICT's equipment shall not go into service until it can do so without any such interference. In the event DISTRICT's equipment causes electromagnetic interference with reception or transmission of previously installed equipment or in the event that previously installed equipment interferes with reception or transmission of DISTRICT's equipment, DISTRICT shall immediately cease operating its equipment and shall make such corrections and adjustments, at its own expense, as are required to eliminate the interference. DISTRICT shall make corrections and adjustments to its own equipment. Any correction and adjustments recommended on equipment owned by others shall be at the expense of DISTRICT, but done only with the approval of the equipment owner.

(c) DISTRICT shall have the sole responsibility for obtaining, at its own expense, any and all licenses, permits and approvals from the Federal Communications Commission (FCC), the Town of Monkton, the State of Vermont and such other governmental bodies or agencies as shall have jurisdiction in connection with the installation, repair, alteration or replacement of DISTRICT's equipment and with any activities of or use by DISTRICT of the leased property. OWNERS will cooperate with DISTRICT in its efforts to obtain such licenses, permits and approvals, and shall join as co-applicant for such licenses, permits and approvals if necessary.

DISTRICT shall abide by the terms and provisions of such licenses, permits and approvals and shall provide a copy of the same to OWNERS as soon as each is obtained. DISTRICT shall serve on OWNERS immediately copies of any and all applications which DISTRICT may file with any governmental body or agency to obtain such permits, licenses and/or approvals. Prior to any installation by DISTRICT of any equipment, the DISTRICT shall certify to OWNERS that all such licenses, permits and approvals have been obtained therefore and shall provide a copy of each of the same to OWNERS. If for any reason any governmental agency shall fail to, refuse to issue, extend, or renew a license, permit or approval to DISTRICT to continue using the leased property for its intended purposes, the DISTRICT shall promptly notify OWNERS of same.

OWNERS agrees to take no action which would adversely affect the status of the leased property with respect to the permitted use thereof by DISTRICT.

(d) All Tower mounting brackets and other hardware used outdoors shall be stainless steel or hot-dipped galvanized, including bolts, nuts and washers. There shall be no unplated black iron or other corrodible fittings or hardware so used.

(e) Specific engineering drawings for any antenna installation will be submitted to OWNERS prior to installation.

(f) There shall be no drilling or welding to any part of the Tower. All attachments to the Tower shall be done in a safe manner that does not adversely affect the structural strength of the Tower.

(g) Any transmission line shall be double-shielded (similar to RG214) or solid outer conductor (similar to Heliax or LDF) coaxial cables. Unjacketed metal cables shall not be used. Any transmission lines shall be properly attached to the Tower at thirty-six inch (36) intervals. "Tie-wraps" or black tape are not to be used on the Tower. Any transmission line shall be electrically bonded at the base of the Tower.

(h) Each transmission line installed by DISTRICT will be identified and tagged at regular intervals. All lines to be labeled inside the building, at the base of the tower and the base of the antenna on the tower.

(j) All loudspeakers and/or radios shall be turned off or to a minimum volume except when maintenance is being performed.

(j) Smoking is not permitted on the LESSOR's Communication Site.

(k) LESSEE shall not leave trash of any kind at the LESSOR's Communication Site and shall be respectively responsible along with other users, for cleanliness of the Building and area surrounding it and the Tower.

(l) Anything to the contrary in this Contract notwithstanding, the herein Contracted right of access over the aforesaid driveway and roadway extension thereof shall not be used for any vehicular travel during any mud season without first obtaining the express approval of the OWNERS for each particular trip. The OWNERS has the sole right to determine when there is a mud season. Notwithstanding any such approval, DISTRICT shall be liable for any and all direct and indirect damage resulting to the driveway and roadway extension resulting from use by DISTRICT, its agents, servants, employees, invitees and independent contractors, including but not limited to ruts or damage resulting from such ruts and/or other harm done due to water runoff or due to equipment, etc. used to repair the original or later resulting damage. DISTRICT shall repair such damage as soon as possible. However, OWNERS shall at all times have the right but not the obligation to have such repairs made and DISTRICT shall promptly reimburse OWNERS for the cost thereof (which cost may include reasonable charges for work done by OWNERS whether for labor and/or equipment), within ten (10) days of demand therefore.

(m) DISTRICT shall endeavor to notify OWNERS by telephone prior to any visit to the leased property.

(n) DISTRICT shall not perform any installation or maintenance work on the Tower or in the Building without (10) days advance written notice to and approval of the OWNERS (which approval shall not be unreasonably withheld or delayed), except in case of emergency. Any emergency repair will be coordinated with OWNERS.

(o) All contractors and sub-contractors of DISTRICT who shall perform any services for DISTRICT on the leased property shall hold licenses or other authorizations appropriate to and necessary for the work being performed.

(p) DISTRICT shall provide OWNERS with a copy of its FCC license for each transmitter and the name and phone number of the person or company providing maintenance for each. In Addition, DISTRICT shall assure that each such license is affixed to its cabinet in the Building.

(q) DISTRICT shall be responsible for any damage caused by defects in DISTRICT's equipment or defective installation of said equipment. DISTRICT shall be exclusively responsible for assuring normal operations and maintenance of DISTRICT's equipment. DISTRICT also reconfirms that DISTRICT shall be entirely responsible for the repairs and maintenance of any equipment of OWNERS or of OWNERS's other lessees (users), if such repairs or maintenance is necessitated by any act or omission of the DISTRICT. In addition, DISTRICT agrees to assume responsibility for and reimburse OWNERS for any damage to the equipment and/or other property of OWNERS or of OWNERS's other lessees (users) caused by the

installation or use of DISTRICT's equipment whether or not such damage or destruction is due to the negligence or intentional acts or omissions of DISTRICT. DISTRICT agrees to immediately repair any damage to the Tower, the Building or OWNERS's other equipment or property or the equipment or property of others in the Building caused by or in connection with the maintenance or repair of DISTRICT's improvements and equipment and with the removal of DISTRICT's equipment at the end of the term of this Contract.

(r) The DISTRICT shall not either add additional equipment to DISTRICT's originally installed equipment or change DISTRICT's originally installed equipment by replacing it with any different equipment without the prior written approval of the OWNERS, and for which approval the OWNERS may require that changes be made to the Contract including but not limited to increases in the amounts of Base Rental payments.

(s) OWNERS shall have the right to inspect the leased property and DISTRICT's equipment for compliance with the terms of this Contract at any and all reasonable times.

(t) The equipment of DISTRICT shall be kept by DISTRICT so as to be rendered inaccessible to unauthorized persons.

(u) DISTRICT agrees to discharge any contractor's liens imposed upon OWNERS's lands as a result of DISTRICT's work under or improvements authorized by this Contract, within forty-five (45) days of receipt of notice of such lien.

D:\381user\wfead\wp1wendland.la2.

**EXHIBIT D**

**RIGHT TO RENEW OR EXTEND TERM**

**1 NO RIGHT TO EXTEND INITIAL TERM**

EXHIBIT E

**OTHER PROVISIONS**

1. STRUCTURAL ANALYSIS. Prior to installation of any equipment on the Tower. DISTRICT at its expense shall obtain and deliver to OWNERS a structural analysis (of the Tower prepared by World Tower Company, Inc., whose address is 1213 Compressor Drive, P.O. Box 508, Mayfield, KY 42066, Phone: 270-247-3642 (or such other firm or person as may be reasonably acceptable to OWNERS) showing that the Tower will support DISTRICT's equipment in compliance with current requirements of the Vermont State Building Code and EIA/TIA-222-G or more stringent code.

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

**Phone: (518) 561-8657**

**Fax: (518) 561-1443**

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

**MEMORANDUM**

**DATE: March 23, 2021**

**TO: Stephanie Trombly, Purchasing Agent**

**FROM: Joseph Lavorando, Esq.**

**RE: Proposed Communication Site Contract By and Between Wendland Communications, LLC and CEWW BOCES Commencing April 1, 2021 and Ending March 31, 2024**

**CC: Dr. Mark Davey, District Superintendent  
Eric Bell, Assistant Superintendent of Management Services  
Michael St. Pierre, Board President**

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This will confirm my receipt and review of the proposed Wendland Communications, LLC site contract commencing April 1, 2021 and ending March 31, 2024.

Based upon my review thereof, it is my opinion that the proposed contract is substantially the same as the contract accepted by BOCES in 2018 with the following exceptions:

1. The base rent is increased from \$4,600.00 per year to \$4,855.00 per year;  
and
2. The initial consumer price index has been changed from 247.867 to 261.582.

**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 Northeastern Clinton Central School District existing under and by virtue of the laws of the State of New York, with its principal place of business at 103 Route 276, Champlain, New York 12919, ("District") entered into a Transportation Agreement for the period of September 1, 2009 through June 30, 2010; 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:

1. 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

By: \_\_\_\_\_  
Michael St. Pierre  
Board President

By: \_\_\_\_\_  
Dr. Mark C. Davey  
District Superintendent

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

Northeastern Clinton Central School  
District

By:  \_\_\_\_\_  
Robb Garrand  
Superintendent of Schools

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

# **CALCULATION OF SERVICE FEE**

**EXHIBIT A**

## **Total Transportation Expenses for Current Year (General Fund):**

<b>ST-8 Totals (continued):</b>	
<b>Salaries:</b>	
ASS18.18	
ASS19.18	950,929
ASS20.18	
<b>Employment Inst. Rates:</b>	
ASS18.20	15,000
ASS18.21	25,000
ASS20.20	5,000
<b>Contractual:</b>	
ASS18.40	85,750
ASS20.40	45,500
<b>Materials &amp; Supplies:</b>	
ASS18.45	231,650
ASS20.45	3,000
<b>HOUSES:</b>	
ASS18.49	15,000
<b>Taxes, Fees, Fines &amp; Licenses \$17,418:</b>	
FICA	423,145
ERS/TRS	
Work. Comp	
Health (actual)	
Life Ins.	
Other Premiums & Union	
<b>Bus. Financial Debt Payments:</b>	
AS702.5 + .7	
AS712.5 + .7	489,647
AS722.5 + .7	
AS732.5 + .7	
AS742.5 + .7	

2,339,671 \*

**TOTAL COSTS** 2,352,024  
(Trans. rate includes plus A, B on right)

**TOTAL MILES (ALL PURPOSES)** 290,692.38  
(Trans. rate includes plus A, B on right)

**RATE PER MILE (2017)**

437,269  
8.09

5.38 (JB)

**GRAND TOTAL SERVICE FEE BILLABLE**  
(Sum of C and D above)

## **Actual Additional Expenses for Provider's Service:**

<b>PERSONNEL:</b>	
Tips AM	1
Tips PM	0
Tips per Day (SUM)	1
Business per Day	1
Days per Year	114
Tips per Year (PROD)	114
Pay per Tip	18.96
Annual Salaries (PROD)	9001.44
Fringe Multiplier	25
Salary & Fringe (PROD)	2250.36
Other Fringe	
A. Total Cost (SUM)	11,251.80 *

## **BUS. OPERATION:**

Assigned Mile	2753
Average Cost per Mile (Fuel, Repairs, Maintenance)	.40
B. Total Cost (PROD)	1101.20 *

## **TOTAL SERVICE FEE:**

## **ADMINISTRATIVE ALLOWANCE:**

Supervisor's Salary:	162,940
Business Office's Salary:	110,576
Trans. Director's Salary:	64,015
Total (SUM)	337,531
Percentage Allowance:	0.015
C. Total (PROD)	5062.97

## **PER PAGE ALLOWANCE:**

Assigned Mile (above)	2753
Rate per Mile (see)	8.09 5.38 (JB)
D. Total (PROD)	22,271.77 14,811.14 (JB)

22,334.74 19,874.11

modified to  
use 2018-19 mileage  
\* last year that was pre-COVID data

(JB)

## ENC. 7

Recommend that the Board approve the following Memorandum of Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and the North Country Workforce Partnership, Inc. (NCWP) under which NCWP will reimburse BOCES for professional services rendered in connection with the North Country Region Career Pathways III Program (NCRCP3P) in an amount not to exceed \$100,000. The period of the agreement is April 1, 2020 through March 31, 2021. (CV-TEC) (attached)

## ENC. 8

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

1. Sarah Agnew, Teacher Aide/Student Aide, unpaid medical leave, March 24, 2021 through April 13, 2021
2. Melody Paynter, Teacher Aide/Student Aide, unpaid medical leave, March 30, 2021 through May 3, 2021

## ENC. 9

1. Recommend that the Board amend the following leave of absence that was approved at the March 10, 2021 Board meeting:

Jean Gonyo, Teaching Assistant, November 30, 2020 through ~~March 8, 2021~~ **June 8, 2021**, for the purpose of accepting a temporary teaching position.

2. Recommend that the Board amend the following temporary appointment that was approved at the March 10, 2021 Board meeting:

Name: Jean Gonyo

Position: Special Education Teacher

Effective Date: November 30, 2020 through ~~March 8, 2021~~ **June 8, 2021**

Certification Status: uncertified

Annual Base Salary: \$43,468

Prorated Salary: ~~\$14,561.78~~ **27,602.18**

## ENC. 10

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

1. Caitlin Worley, Teaching Assistant, effective September 1, 2021

**THE NORTH COUNTRY WORKFORCE PARTNERSHIP, INC.**

**MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made this

between:

The North Country Workforce Partnership, Inc. hereinafter known as **NCWP**, and the Clinton-Essex-Warren-Washington Board of Educational Services, also known as Champlain Valley Educational Services, hereinafter known as **CVES**, agree as follows:

**WITNESSETH:**

**WHEREAS**, The New York State Office of Temporary and Disability Assistance has awarded a **Career Pathways III** contract, hereinafter known as **North Country Region Career Pathways III Program or NCRCP3P** program to the North Country Workforce Partnership, Inc.; and

**WHEREAS**, The aforesaid contract provides that **NCWP** shall provide a **NCRCP3P** program to the residents of **CVES** and:

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

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

**SCOPE OF WORK:**

**The North Country Workforce Partnership, Inc. will:**

1. Act as fiscal agent for the **NCRCP3P**.
2. Enter into a contract with the Office of Temporary and Disability Assistance, Center for Employment and Economic Supports (OTDA) for the purposes of this project.
3. Prepare and submit all required documentation and vouchers to OTDA.
4. Ensure that Career Center staff are knowledgeable about the **NCRCP3P** including the goals of the program and participant eligibility.
5. Provide regional oversight for all partner agencies.
6. Ensure coordination between the **NCRCP3P** and Workforce Investment Act Title 1 Out-of-School Youth Programs in all 4 counties.
7. Ensure that career pathways are developed in conjunction with regional labor demand lists and reflect the initiatives of the Regional Economic Development Council
8. Develop regional trainings/pathways in in-demand occupations.
9. Identify additional career pathways to be developed by using current local and regional labor market information.
10. Assist **NCRCP3P** participants in accessing post-secondary education and training including financial aid assistance.

**CVES will:**

1. Provide at least sixty (60) hours of instruction to eligible NCRCP3P participants in literacy, numeracy, TASC® preparation, Job Readiness Training and Job Skills Training as detailed in the NCRCP3P proposal.
2. Assist students in the development of an Education and Career Plan.
3. Assist participants in obtaining educational gains and credentials (e.g. New York State High School Equivalency Diploma, CNA certification, etc.).
4. Verify participant eligibility.
5. Assist participants in job search activities that lead to obtaining & retaining employment.
6. Provide case management services to NCRCP3P participants.
7. Assist NCRCP3P participants in the navigation of the Clinton & Essex County Career Centers.
8. Provide appropriate activities to NCRCP3P participants in order to meet public assistance requirements.
9. Provide documentation to NCWP as per NCRCP3P milestone criteria prior to request for vouchering.
10. Complete quarterly MWBE reporting and submit to NCWP by the 5<sup>th</sup> day following each quarter.
11. Complete monthly participation reports and submit to NCWP by the 8<sup>th</sup> day of the following month.
12. Remit payment totaling \$2,500 for administrative and support staff functions including documenting, tracking, auditing activities to support the NCRCP3P.

**TERM:**

Contingent upon funding from the New York State Office of Temporary and Disability Assistance, the term of this agreement is for the period April 1<sup>st</sup>, 2020 through March 31<sup>st</sup>, 2021 unless earlier terminated under the provisions of this agreement. Job retention milestones may be vouchered until July 31<sup>st</sup>, 2021 for participants obtaining employment prior to March 31<sup>st</sup>, 2021.

**COMPENSATION AND MAXIMUM COST:**

In full and complete consideration of CVES's satisfactory performance under this agreement the NCWP will make payment to CVES for allowable costs incurred in accordance with the terms of this agreement up to **\$100,000**. Should additional funding become available, this amount may be re-negotiated by both parties.

Should FEH BOCES, Saint Lawrence-Lewis BOCES or Clinton-Essex-Warren-Washington BOCES not achieve maximum milestones for their respective Memorandum Agreements, the remaining money may be reallocated to the remaining agency/agencies.

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

**PAYMENT:**

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

**NCWP  
194 US Oval  
Plattsburgh, NY 12903**

Such invoices will be submitted quarterly but must be received by NCWP prior to the last day of each quarter:

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

**TERMINATION:**

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

**LIABILITY TO THIRD PARTIES:**

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been duly executed.

*North Country Workforce Partnership, Inc.*

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

*Clinton-Essex-Washington-Warren BOCES also known as Champlain Valley Educational Services*

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

## **ENC. 11**

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

1. Name: Sarah Lucas (*pending fingerprint clearance*)  
Position: Teacher Aide/Student Aide  
Effective Date: April 19, 2021  
Tentative Permanent Date: April 19, 2022  
Annual Base Salary: \$17,844  
Prorated Salary: \$4,483.42

## **ENC. 12**

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

1. Andrea Martino, Behavior Analyst, effective June 14, 2021

## **ENC. 13**

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

1. Name: Maria Hurteau  
Position: LPN Teacher  
Effective Date: April 19, 2021 through June 30, 2021  
Certification Status: Uncertified  
Annual Base Salary: \$43,468  
Prorated Salary: \$11,736.36
2. Name: Kelly Gowett (*pending fingerprint clearance*)  
Position: Allied Health Teacher  
Effective Date: April 19, 2021 through June 30, 2021  
Certification Status: Uncertified  
Annual Base Salary: \$43,468  
Prorated Salary: \$11,736.36

## **ENC. 14**

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

### Continuation of normal workday duties, hourly rate of pay

Penny Bowers	not to exceed 31 hours
Julie Merritt	not to exceed 31 hours
Amanda Cole	not to exceed 29 hours
Maiya Giroux	not to exceed 28 hours
Jordan Doherty	not to exceed 30 hours
Andrew Brousseau	not to exceed 31 hours
Jerilyn LaMere	not to exceed 39 hours
Kristin Forttrell	not to exceed 47 hours
Betsy Lennon	not to exceed 25 hours
Amy Ladue	not to exceed 25 hours

## **ENC. 15**

Recommend that the Board approve the following 2021-22 Special Education Summer School Staffing:

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

Amy Keech	YD
Andrea Earley	WAF
Angel Mitchell	YD
Ashley Lavalley	WAF
Brenda Trombly	WAF
Ciarra Smith	WAF
Donna Lindsay	WAF
Donna Montroy	WAF
Emily Duquette	WAF
Erin LaDeau	YD
Emily Norwood	WAF
Heather Agoney	WAF
Heather Shaw	WAF
Janeen Defayette	WAF
Jason Moore	WAF
Jennie Fox	YD
Jill Brown	WAF
Jill Spring	WAF
Johanna Pray	WAF
Juliana Baker	WAF
Julie Manley	WAF
Kara Velie	WAF
Karen Everleth	WAF
Kathleen Kotsogiannis	WAF
Latalya Duell	WAF
Leslie Plante	YD
Lisa Desotell	WAF
Melodie Paynter	WAF
Mikayla Defayette	WAF
Nicole Haran	YD

## ENC. 15 CONTINUED

Pascal Spronk	WAF
Patricia Fortin	WAF
Patti Edwards	YD
Randa Newell	WAF
Realelena Hurley	WAF
Sarah Agnew	WAF
Shelby Lottie	WAF
Tabitha Imondi	WAF
Tara Gonyea	WAF
Tina Bordeau	WAF
Tina Goyette	YD

### Teacher, hourly rate of pay per contract

Roxana Palmer	WAF/YD
Amanda Keefe	WAF
Brianna Finnegan	WAF
Cherie Passno	WAF
Crystal Rhino	WAF
Ellen Supinski	WAF
Faye Dayton	WAF
Heather Vanalphen	WAF
Jennifer Cowling	YD
Jennifer Haley	WAF
Jennilee Montanile	WAF
Joan McGowan	YD
Joelle Lucia	WAF
Jordan Wendling	YD
Kayla Thorne	WAF
Lyndon Johnson	YD
Madeline Seller	WAF
Nicholas Hebert	WAF
Robin Douglass	WAF

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

Aimee Lobdell	WAF
Allison Bola	WAF
Alix Geoffroy	WAF
Alyssa Restrepo	WAF
Andrea Christensen	WAF
Andrea Denton	WAF
Ashley Pray	WAF
Bethany Katzfey	WAF
Brittney Spadafora	YD
Caitlin Worley	WAF
Chelsea Benway	WAF
Cheryl Spoor	WAF
James Lavoie	WAF
Jean Gonyo	YD
Joanne Beaudry	WAF

## ENC. 15 CONTINUED

Lori Warner	WAF
Louise O'Connell	WAF
Margarett Christian	WAF
Melissa Gough	YD
Melissa Slagenweit	WAF
Penny Comes	YD
Sheilah Boyea	WAF
Tammy Smith	WAF
Tina Leduc	WAF
Tom Daly	WAF
Whitney Gagnier	WAF

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

Laura Birtz-Sisson	WAF
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### Speech Language Pathologist, hourly rate of pay per contract

Kaitlin Diskin	YD
Nichole Strong	WAF
Susan Richards	WAF
Tina Mitchell	WAF

### School Psychologist, hourly rate of pay per contract

James Anderson	YD
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### School Counselor, hourly rate of pay per contract

Kim Denton	WAF
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### School Social Worker, hourly rate of pay per contract

Karen Dague	WAF
Kristen Mitchell	WAF
Toni Perez	WAF

### Occupational Therapist, hourly rate of pay per contract

Melinda Conroy	WAF
Rhonda Baker	YD

### Physical Therapist, hourly rate of pay per contract

Alyssa Crockett	WAF/YD
Catherine Premore	WAF/YD

### Registered Nurse, hourly rate of pay per contract

Jaimie Plumadore	WAF
Kelly Tursky	YD
Maria Spadafora	YD

### Physical Education Teacher, hourly rate of pay per contract

Kim Mayer	WAF
Tom Daly	WAF

## **ENC. 15 CONTINUED**

Food Service Helper, hourly rate of pay per contract

Gladys Daniels                      WAF

Cook Manager, hourly rate of pay per contract

Angela Provost                      WAF

Lifeguard, hourly rate of pay per contract

Henry Aguilar                      WAF

## **ENC. 16**

Recommend that the Board approve the following Facilitator(s) for the 2020-21 school year:

Facilitator, \$30.00/hour

Kim O'Leary

## **ENC. 17**

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

<u>Name</u>	<u>Position</u>
Laurie Trepanier	Teacher

## **ENC. 18**

Recommend that the Board approve the following list of employees to receive compensation for attending CVES New Employee Orientation on March 18, 2021:

Hourly rate of pay

Emily Duquette, Teacher Aide/Student Aide

Julianna Baker, Teacher Aide/Student Aide

Patricia Fortin, Teacher Aide/Student Aide

Terra Duso, Teacher Aide/Student Aide

Jessica Lagree, Account Clerk/Typist

Kylee Gonyea, Account Clerk/Typist

Julie Jolicoeur, Confidential Secretary

## **ENC. 19**

Recommend that the Board approve the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Champlain Valley Educational Services United Professionals, Local 4807, NYSUT, AFT, AFL-CIO that clarifies graduate credit impact on minimum entry level salary.

# ENC. 19

## MEMORANDUM OF AGREEMENT

AGREEMENT made this \_\_\_\_ day of March 2021, by and between the Champlain, Essex, Warren, Washington Board of Cooperative Educational Services ("BOCES") and the Champlain Valley Educational Services United Professionals ("Association").

WHEREAS, the Association and the BOCES are parties to a collective bargaining agreement ("CBA") covering the period July 1, 2019 through June 30, 2024; and

WHEREAS, Article 13.A.6 stipulates a payment of \$38 per graduate credit hour; and

WHEREAS, Article 13.A.1 stipulates the starting salaries for new hires; and

WHEREAS, Article 13.A.1 represents Minimum School Year Entry Level Salaries without increases based on grad credits beyond a first Master's Degree,

NOW, THEREFORE, the parties agree as follows:

1. For bargaining unit members hired on or after July 1, 2019, if at the time of hire, a bargaining unit member meets the stipulations noted in Article 13.A.6.i-iv, they shall have the payment of graduate credit hours as stipulated in Article 13.A.6. incorporated into the minimum base starting salary for his/her position title located on the chart in Article 13.A.1.
2. This Agreement shall be enforced through use of the grievance procedure, Article 12 of the CBA.
3. The terms of this memorandum shall be incorporated into the successor agreement between the parties.
4. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

CEWW BOCES

Dated:

By: \_\_\_\_\_  
MARK C. DAVEY, Ed.D.  
District Superintendent

Dated:

THE CHAMPLAIN VALLEY  
EDUCATIONAL SERVICES UNITED  
PROFESSIONALS LOCAL 4807  
By: \_\_\_\_\_  
ELIZABETH LAUNDRIE  
Union President

## **ENC. 20**

Recommend that the Board approve the CVES Report Card as presented at the Annual Meeting.

## **ENC. 21**

Recommend that the Board approve the following Change Order(s):

1. Change Order from Murnane Building Contractors of Plattsburgh, New York in the amount of \$49,401.44 for the voter approved “Capital Improvement Project” relocation of the electrical room at the South Building to the second floor and the creation of an office with a window on the first floor. (Administration)
2. Change Order from AW Farrell Roofing of Dunkirk, New York in the amount of \$175,207.50 for the voter approved “Capital Improvement Project” for additional roofing work at the South Campus. Bid pricing for the change order was sourced through the 1Government Procurement Alliance (1GPA) under their March 4, 2021 bid award to Progressive Roofing, an AW Farrell Roofing family affiliate. (Administration)

**CVES MISSION**

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

**MEMORANDUM**

**TO:** Dr. Mark Davey  
**FR:** Teri Calabrese-Gray TCG  
**DA:** March 29, 2021  
**RE:** April 2021 Board Report

**BOARD OF REGENTS ACTS ON EMERGENCY REGULATION REVISIONS TO 2021 DIPLOMA REQUIREMENTS AT MARCH MEETING**

At the March meeting, the NYS Board of Regents acted on a series of emergency regulations to allow for exemptions to diploma requirements associated with the June 2021 and August 2021 Regents Examination administrations. With the COVID-19 crisis still affecting the State of New York and students having varied levels of in-person instruction, the Board and the Department are taking necessary steps to provide essential flexibility for the State's students, families and educators.

These include actions to cancel the August 2021 Regents Exams and, should the U.S. Department of Education deny the Department's waiver request, only four of the June 2021 Regents Exams will be administered; only Session 1 of the Grades 3-8 English Language Arts (ELA) and Math Tests will be required; and only the one-session Written Test component of the Grades 4 and 8 Science Tests will be administered.

A summary of the amendments follows. Full descriptions of the changes can be found in the [Regents item](#).

**CDOS Commencement Credential and CDOS Pathway:** Commissioner's regulations are amended to exempt students from any unfinished requirements for the career development and occupational studies commencement credential (CDOS) provided that the student is otherwise eligible to exit from high school and has otherwise demonstrated knowledge and skills relating to the CDOS learning standards.

**Regents Exam Exemption Eligibility Requirements:** Regulations are amended to allow students who have met the standards for the course of study, as locally determined, to be eligible for an exemption to the examination requirements. To qualify for such an exemption to the diploma requirements, students must meet **one** of the following criteria:

- The student is currently enrolled in a course of study culminating in a Regents Examination and by the end of the 2021 school year, or the 2021 summer session, will have earned credit in such course of study;

- The student was previously enrolled in the course culminating in the applicable Regents Examination, has achieved course credit, and has not yet passed the associated required Regents Examination but was intending to take the test in June 2021 or August 2021 to achieve a passing score; or
- The student is in grade 7 or 8, is enrolled in a course of study culminating in taking a Regents Examination and has met the standards assessed in the provided coursework.

The Department will also extend exemption eligibility for pathway assessments, alternative assessments, technical assessments, and locally developed tests through the 2020-21 school year.

**Mastery and Honors Flexibility:** Regulatory amendments will allow for flexibility in the calculations for the mastery and honors endorsement wherein student course grades may be substituted for exam scores in cases where Regents Examination exemptions would preclude a student from qualifying for an endorsement to their diploma.

**Science Laboratory Experience:** Commissioner's regulations relating to science laboratory experience are amended to:

- Clarify that a student may still be eligible to take a science Regents examination, and therefore be eligible for an exemption if applicable, even if they are unable to meet the 1,200-minute science laboratory experience requirement due to the COVID-19 crisis; and
- Expand the amendment allowing students to continue to meet the laboratory requirements through a combination of hands on and virtual experiences due to the COVID-19 crisis.

**Graduation Assessment Exemption Declination:** With the cancellation of the January 2021 Regents Examinations, the Department amended regulations to provide parents and persons in parental relation of students scheduled to graduate in January, June, or August of 2021 who have been exempted from a graduation assessment requirement the opportunity to decline such exemption.

Additionally, the amendment extended the time period required by schools to give parents or persons in parental relation notification of the option to decline such exemption from 10 calendar days to 30 calendar days.

**USDE Waiver Exemption Requests:** NYSED is in the process of surveying districts and charter schools about their local approaches to student assessment. This information will be used to inform NYSED's conversations with the USDE regarding the administration of the federally required spring 2021 grades 3-8 ELA and math assessments, grades 4 and 8 science tests, and Regents Examinations. It is the intent of the Department to showcase the wide range of quality assessment practices that are taking place at the school and district level throughout New York State.

While no final decisions have been made on the Department's assessment waiver request, the Department is planning ahead. Accordingly:

- **If USDE grants the Department's waiver request,** the State's elementary- and intermediate-level assessments and all of its June and August 2021 Regents Examinations will be cancelled.
- **Should USDE not grant the waiver request or not respond prior to the scheduled test administration dates:**
  - the Department will administer **only** the Regents Examinations required under ESSA during the June 2021 administration, which are the ELA, Algebra 1, Earth Science and Living Environment Exams;
  - the August 2021 Regents Exams will be cancelled;
  - only Session 1 of the grades 3-8 assessments in Math and ELA will be required, a shift from the standard practice where these assessments are administered in two sessions; and

- only the written test component of the Grades 4 and 8 Science Tests will be held; the performance tests will not be administered.

USDE agreed to uncouple state assessments from ESSA accountability requirements so results will be used solely as a measure of student learning. The Department will propose the appropriate regulatory amendments related to accountability at a later date.

### **BOARD OF REGENTS ACTS TO ADOPT REVISIONS TO STATE LEARNING STANDARDS FOR LANGUAGES OTHER THAN ENGLISH**

The Board of Regents acted to adopt [revisions to the New York State Learning Standards for Languages Other Than English \(LOTE\)](#). The revisions will align the standards with high-leverage practices and update them to represent what students should know and be able to do in the languages and cultures which they study. The [full learning standards](#) may be found on NYSED's website. NYSED also presented regulation changes to *rename the learning standards from LOTE to "World Languages."* Public comment on the proposed changes will be accepted through May 31.

### **TEACHING IN REMOTE/HYBRID LEARNING ENVIRONMENTS PROGRAM**

In 2020, NYSED was awarded a 3-year federal grant to implement a Teaching in Remote/Hybrid Learning Environments (TRLE) initiative. NYSED has been partnering with various BOCES in the development and implementation of this project called eTeachNY.

NYSED's [Teaching in Remote/Hybrid Learning Environments \(TRLE\) program](#) is facilitating new online professional learning opportunities through their Level 1 Center partners that can be attended by any educator in New York at no cost. Please visit the [TRLE website](#) and [event calendar](#) for more details.

Each week the Instructional Services Center sends a weekly email to all public and nonpublic schools in the region to inform them of upcoming offerings through our regional initiative across 7 BOCES. All trainings focus on one of the six competencies—*Shifting to Teaching Online, Families as Partners, Students with Disabilities, English Language Learners and/or Multilingual Learners, Culturally Responsive Education, and Social-Emotional Learning*. Educators can view offerings and register by visiting both [neric.org/trainings](http://neric.org/trainings) and [eteachny.org](http://eteachny.org) sites. There is no cost for these trainings and participants will be eligible for CTLE credit.

# Champlain Valley EDUCATIONAL SERVICES

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: March 29, 2021  
RE: April 2021 Board Report

## CV-TEC CTE TEACHER, ADMINISTRATOR & BUSINESS PARTNERED HONORED AS STATE AWARD RECIPIENTS:

New York State Association of Career & Technical Education Administrators (ACTEA) Special Recognition Awards are presented annually. The award is designed to recognize outstanding contributions to Career & Technical Education by its members and professionals who have furthered the aims and objectives for youth and adults in New York State. This year's recipients were presented their awards by their nominators and the video of each recipient's presentations will air during the annual NYS ACTEA Virtual Conference later in March.

- **CV-TEC Cosmetology Teacher, Ms. Beverly Thwaits** was selected as a 2021 CTE Teacher Recipient of the Special Recognition Award by the New York State Association of Career & Technical Education Administrators!





• **CV-TEC Plattsburgh Satellite Campus Principal, Mr. James McCartney III** was selected as a 2021 CTE Administrator Recipient of the Special Recognition Award by the New York State Association of Career & Technical Education Administrators!

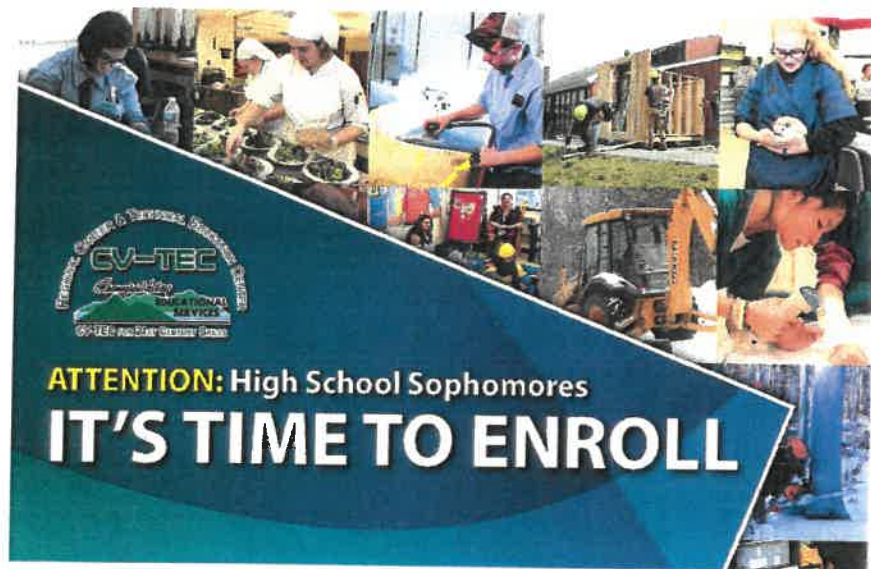
• **Hometown Electrical Systems Owner & CV-TEC Business & Industry Partner, Mr. Ryan Hathaway** was selected as a 2021 CTE Business Partner Recipient of the Special Recognition Award by the New York State Association of Career & Technical Education Administrators!



**Team CV-TEC is exceptionally proud to celebrate Ms. Thwaites, Mr. McCartney and Mr. Hathaway's recognition of their educational accomplishments and extraordinary impact!**

## CV-TEC To Host Virtual Open Houses for Prospective Students

All CV-TEC Campuses will host multiple virtual Open Houses for prospective students this coming April. The events will be targeted for our high school population and their parents who are interested in potentially attending a CV-TEC program in the Fall of 2021. The virtual Open Houses are planned to coincide with the presentations that CV-TEC Team Members have been providing to students in our local high schools regarding the opportunities that CV-TEC offers.



Are you ready to start learning the skills of an in-demand career?

**THE TIME IS NOW!**

Talk to your parents & school counselor about enrolling into one of CV-TEC's daytime Career and Technical Education programs.

Visit: [HTTPS://WWW.CVES.ORG/CV-TEC/](https://www.cves.org/cv-tec/)

Learn more about our programs and then join us for our

**VIRTUAL OPEN HOUSE**

**CV-TEC PLATTSBURGH**

April 20 - 22, 2021 | 6pm to 7pm

**CV-TEC MINEVILLE**

April 28, 2021 | 6pm to 7pm



Questions? Call us at  
(518) 561-0100 ext. 240

[www.instagram.com/cvtecboces](https://www.instagram.com/cvtecboces)  
[www.fb.me/cvtec.cves](https://www.fb.me/cvtec.cves)

**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: April 2021  
Re: Board of Cooperative Educational Services Report

**PBIS and St. Patrick's Day Celebrations and Shamrock Shakes**

Stewarts Shop #200 donated ice cream and milk and members of the WAF PBIS committee did the rest by preparing 140 shakes. Sheilah Boyea passed them out.

One student from each homeroom had an extra surprise. Under one of the cups was a gold coin. The lucky winner won a St. Patrick's Day necklace.



Students were asked if they found a Pot of Gold what would they do? Some of them continued to think of others and of course, they would say what they would do too.



### School Resource Officer Returns to WAF Campus

Our school community was ecstatic to welcome back SRO, Deputy Tracey Hilliker, to our Plattsburgh campus. Many thanks to Dr. Davey for his perseverance with the Clinton County Sheriff's Department in making this happen. Deputy Hilliker returns to her former office space and is on site 2 days per week for the duration of this school year.



### Staff Response to SRO Announcement

**From:** Ladue, Amy <[Ladue\\_Amy@cves.org](mailto:Ladue_Amy@cves.org)>

**Sent:** Tuesday, March 16, 2021 2:12 PM

**To:** Slattery, Matt <[slattery\\_matt@cves.org](mailto:slattery_matt@cves.org)>

**Subject:** Re: SRO on Campus Thursday

The students in our class were so excited to hear Deputy Hilliker is returning, one was literally jumping up and down with excitement and said, "he loved her." So good to see....

Amy

### **SPECIAL EDUCATION DIVISION**

### **WAF THERAPY POOL REOPENING PROTOCOL**

Finalized: March 16, 2021



### Pool Reopens on WAF Campus

On Tuesday, March 23, students within our Autism program returned to the pool for PE classes after over one year, due to the impact of the pandemic and the capital project. Staff, administration, and our Healthy, Safety and Risk Management Specialist collaborated to create rigorous protocols to safely reopen our pool for use. The first day was a great success and we look to progress to full use, including free swim, for after the break.

#### THE SPACE

Pool Size:	900 Sq Ft (30' x 30')
Pool capacity in the water:	12 individuals
Capacity on the deck in addition to in the pool:	8 individuals
Dimensions of pool room:	1,600 Sq Ft
Locker room capacity:	4 individuals maximum (No more than 2 students with 2 staff members at a time)

#### IN THE WATER

- Ensure that all individuals maintain a distance of at least six feet from other individuals at all times, unless safety or the core activity requires a shorter distance.
- STUDENTS
  - Ensure face coverings are not worn while they are in the water.
  - However, any time students are not in the water, they must wear an acceptable face covering that covers both the nose and mouth.
- STAFF
  - Are required to wear a face covering (mask) in addition to a face shield, swim goggles, or eyeglasses while in the water. Disposable masks and face shields are available for use. The intent of the face shield/goggles is to provide eye protection from water/saliva being splashed. Replace mask if saturated.
- SWIMMING AREA
  - Students will hang their masks upon entry; they will put them back on after they exit the pool
  - Lanes will be established for each student, marked with a basket of equipment; any equipment used will be sanitized before the next use.
  - Students will be staggered on opposite ends of the pool
- INSTRUCTION
  - Some students are capable of following verbal directions and can easily be separated from everyone by 6'
  - There are other students who need more direction instruction, just like in the classroom, to perform tasks; those students will work with classroom or swim instructor more closely as they currently do in the classroom.

#### ON THE DECK

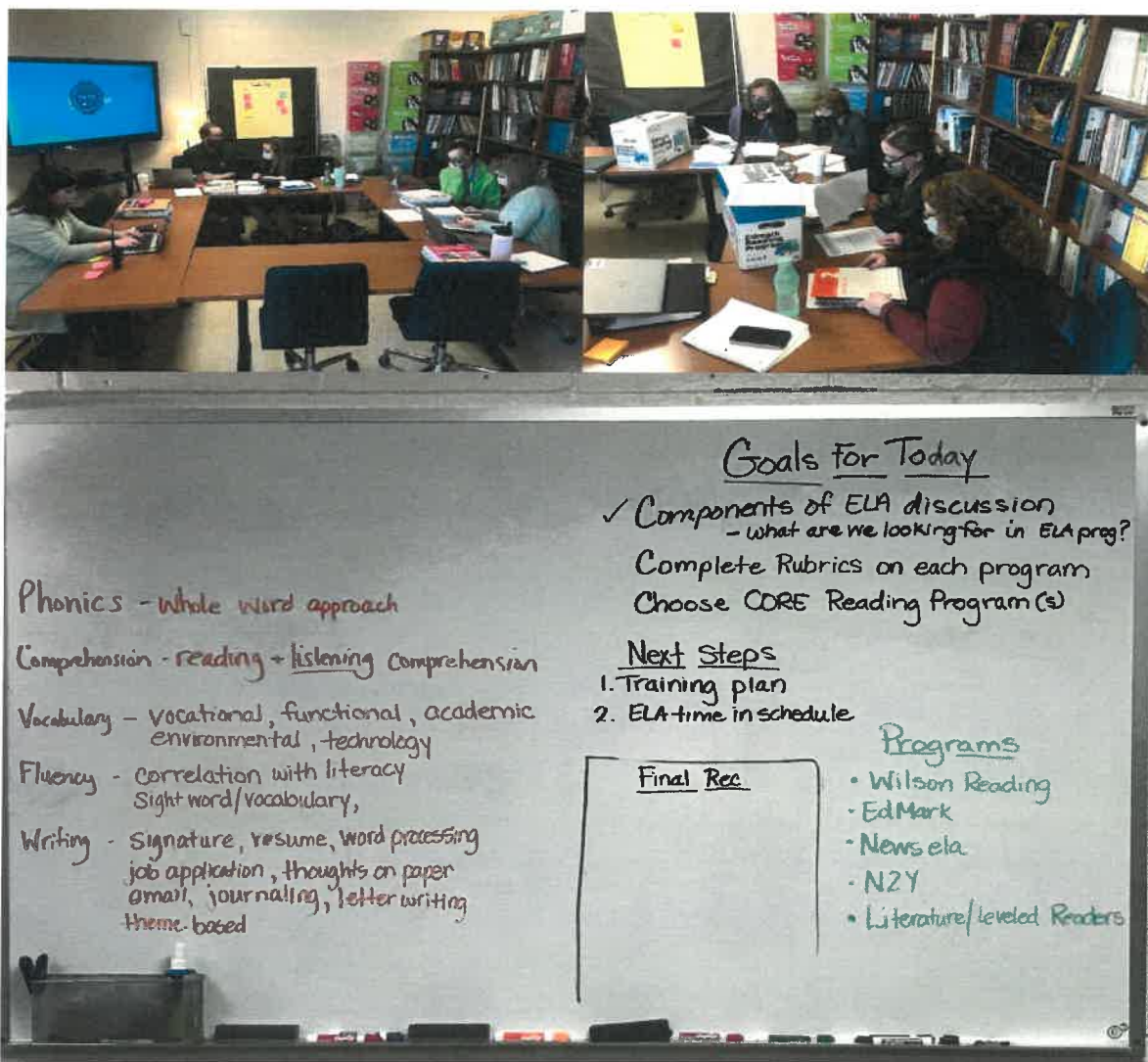
- Ensure that all individuals maintain a distance of at least six feet from other individuals at all times, unless safety or the core activity requires a shorter distance.
- STUDENTS: Ensure face coverings are worn.
- STAFF: Ensure face coverings are worn.
- SEATING
  - Students not swimming will remain in the classroom
  - Any necessary staff not swimming, will remain 6' apart on the pool deck
    - This may include staff who are dressed to get into the pool if necessary

#### GENERAL CONSIDERATIONS

- Only students from one classroom will be in the pool/pool area at one time
- Classes will have to wait until the previous class has exited the pool area before entering

### Principal O'Connell and Curriculum Coordinator Waldron Facilitate Curriculum Review

To ensure a quality learning environment, we are working with teams of teachers to review program-specific core and supplemental materials for both English Language Arts and Math. During their first session (pictures shown), teams met to first discuss current programs being used and how successful they feel they are with the 5 components of reading instruction (phonemic awareness, phonics, vocabulary, comprehension, fluency) and writing. Staff members came prepared to the work session with documentation of their current instructional practices. During this first session, each team worked to evaluate specific programs using a rubric system.



The next steps for these sessions are to:

1. Select a core ELA and Math program with specific supplemental materials to be utilized for differentiation.
2. Create a training schedule for teachers and teaching assistants to ensure a successful implementation of the program.
3. Re-evaluate the time that is devoted to teaching ELA and Math in each program.

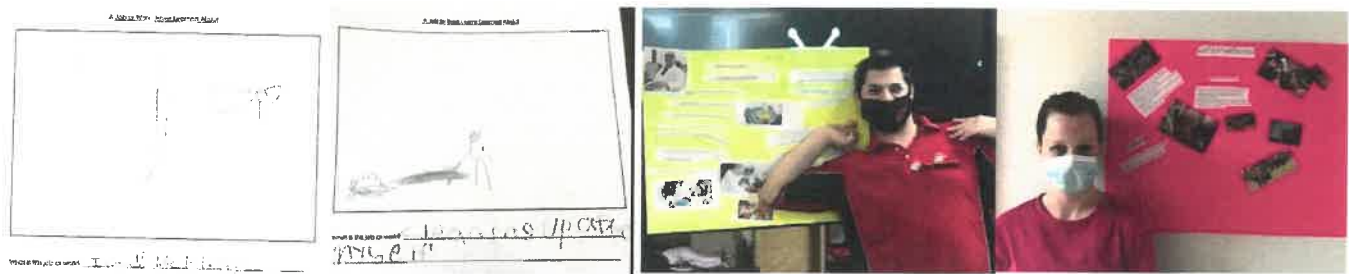
This continued curriculum work assists CVES in meeting it's district goal to educate through innovative, high-quality programs and services.

### **Career Planning and Exploration in Full Swing**

Springtime brings career planning and exploration for the students in the Special Education Division. The NYS Career Developmental and Occupational Studies Commencement Credential is a credential recognized by the NYS Board of Regents as a certificate that the student has the knowledge and skills necessary for entry level employment. As part of this credential, students develop an annual Career Plan that includes documentation of the student's:

- self-identified career interests
- career-related strengths and needs
- career goals
- career and technical coursework
- and work-based learning experiences

Students of all ages in the division, starting in kindergarten, participate in career planning at their developmental level (the below pictures demonstrate this progression). These discussions start with identifying interests, skill sets, community helpers, goal setting and lead to research projects centered around different career clusters. Our goal is to ensure every student see their potential to be active and contributing members of our community.



### **Autism Awareness Month**

In preparation for Autism Awareness month this April, CVES is excited to announce we will continue with our annual T-Shirt orders. A huge thank you to our Autism staff for ideas and feedback on this year's design. Also, a huge thank you to local business, Loreman's for their excellent work with the production of our shirts. This is our second year partnering with Loreman's and they continue to be helpful and efficient in the production and distribution of our shirts.

Order at: <https://artshop.loremans.com/cves>. Deadline to submit orders is March 28.

Proceeds collected from t-shirt orders are donated to The Autism Alliance. Pictures are sample images of our shirt design for 2021.



# Welcome to Team CVES

Matt Slattery, Director of Special Education at CVES

March 18, 2021



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

CVES / Central Essex-Warren-Washington (CEWW) BOCES is a proud member of the statewide BOCES Network since 1949.



REIMAGINE

REUNITE

RENEW

3/25/2021

1

## CVES BOCES Special Education Division



- Premiere provider of Special Education Services in the region
- In-House Programming
  - 2 Campuses: Plattsburgh and Mineville
  - Highly specialized programming
  - 165 Students
- Itinerant Services
  - OTs, PTs, School Psychologist, Teacher of the Deaf
- 16 Component Districts
  - An Additional 5 Component Districts utilize our services



REIMAGINE

REUNITE

RENEW

3/25/2021

2

## HOW WE SPECIALIZE: PROGRAMS



REIMAGINE

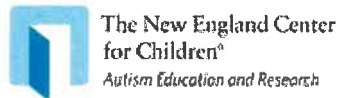
REUNITE

RENEW

3/25/2021

3

## HOW WE SPECIALIZE: PARTNERSHIPS



REIMAGINE

REUNITE

RENEW

3/25/2021

4

## HOW WE SPECIALIZE: PATHWAYS FOR SUCCESS

- Transition Services
- Work Experience Model
- Partners in Transition
- Specialized Training/Initiatives
  - Trauma Informed Best Practices
  - Therapeutic Crisis Intervention for Schools
  - CALM
  - Digital Equity



REIMAGINE

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5

## HOW WE SPECIALIZE: OUR STAFF



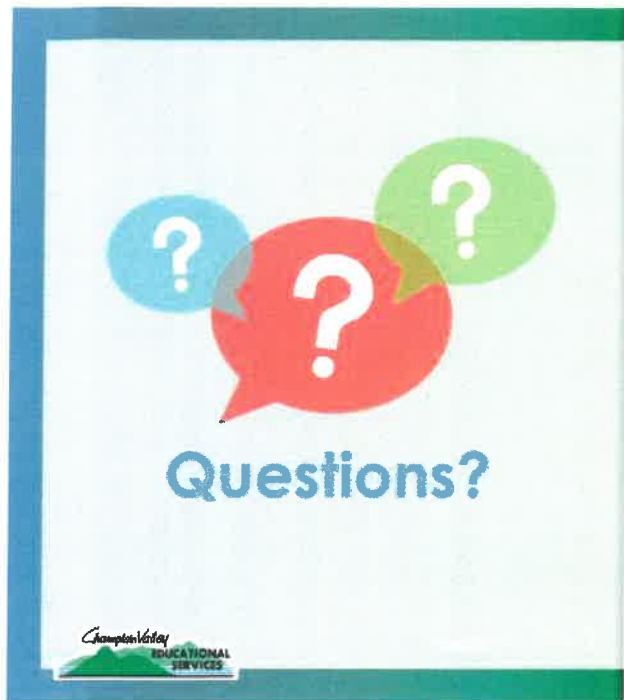
REIMAGINE

REUNITE

RENEW

3/25/2021

6



## Contact me

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**Matt Slattery**

Director of Special Education

Ph: (518) 561-0100, ext. 290

Email: [Slattery\\_matt@cves.org](mailto:Slattery_matt@cves.org)

***Thank you!***



**@cvesboces**

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

Coser	922-2020	923-2021	927-2020	927-2021	930-2020	930-2021	944-2019	947-2021	949-2021	950-2021	951-2020	951-2021
Program Description	Adk Foundation - Sun Fund	Healthy Cafeteria Sustainability	Core Rehabilitation Services	Core Rehabilitation Services	Pre-ETS	Pre-ETS	Early College High School Program and Pathways	SLS Operating Aid	SLS Categorical Aid for Automation	EPE	HSE Test Administration	HSE Test Administration
Approved Budget	\$ 8,000	\$ 50,000	\$ 631,752	\$ 308,642	\$ 300,000	\$ 300,000	\$ 150,000	\$ 108,060	\$ 10,647	\$ 421,312	\$ 7,247	\$ 7,397
Revenue Available/Earned	\$ 8,000	\$ 50,000	\$ 431,117	\$ 36,415	\$ 18,000	\$ -	\$ 150,000	\$ 94,539	\$ 7,563	\$ 226,229	\$ 2,800	\$ -
Prior Year Rollover	\$ -	\$ -	\$ 208,820	\$ 234,311	\$ -	\$ -	\$ -	\$ 13,521	\$ 1,193	\$ -	\$ 5,542	\$ -
Expenditures to-date	\$ (2,814)	\$ -	\$ (639,937)	\$ (148,560)	\$ (18,000)	\$ -	\$ (50,854)	\$ (59,366)	\$ (4,787)	\$ (340,211)	\$ (5,938)	\$ -
Est.Encumbrances to-date (including indirect cost)*	\$ (5,186)	\$ -	\$ -	\$ (10,196)	\$ -	\$ -	\$ (82,082)	\$ (27,127)	\$ (2,455)	\$ (160,927)	\$ (638)	\$ -
Unexpended Balance	\$ -	\$ 50,000	\$ -	\$ 111,950	\$ -	\$ -	\$ 17,085	\$ 21,567	\$ 1,514	\$ (274,909)	\$ 1,766	\$ -
Percentage Utilized	100%	0%	101%	51%	6%	0%	89%	80%	68%	119%	91%	0%
Grant Program Ending:	5/31/2021	10/31/2021	12/31/2020	12/31/2021	12/31/2020	12/31/2021	6/30/2021	6/30/2021	6/30/2021	6/30/2021	12/31/2020	12/31/2021
Finance Approval Obtained:	5/12/2020	11/3/2020	2/7/2019		1/10/2020		2/22/2019	8/17/2020	10/21/2020	10/13/2020	6/4/2019	
Director:	Bell	Bell	Slattery	Slattery	Slattery	Slattery	Gray	Gray	Gray	Friedman	Friedman	Friedman
*****												
Coser	952-2021	954-2021	959-2020	959-2021	959-2021	963-2021	971-2021	987-2021	995-2021	996-2021	997-2021	
Program Description	WIOA, Title II, Adult Basic Ed	Perkins IV/CTEIA-Basic Grant	SLS Supplemental Operating Aid	SNAP Employment & Training - Venture IV	SNAP Employment & Training - Venture IV	North Country Region Career Pathways III	Harbor Freight	COVID 19 Response Learning	WIOA, Title II, Incarcerated	NYS Basic Literacy- JCEO	NYS Basic Literacy- One Work Source	
Approved Budget	\$ 60,182	\$ 121,263	\$ 57,639	\$ 370,279	\$ 300,000	\$ 190,129	\$ 35,000	\$ 5,000	\$ 405,147	\$ 125,000	\$ 125,000	
Revenue Available/Earned	\$ 60,182	\$ 121,263	\$ 46,166	\$ 141,125	\$ -	\$ 9,000	\$ 35,000	\$ 4,500	\$ 405,147	\$ 125,000	\$ 125,000	
Prior Year Rollover	\$ -	\$ -	\$ 11,473	\$ 70,279	\$ -	\$ 90,129	\$ -	\$ -	\$ -	\$ -	\$ -	
Expenditures to-date	\$ (37,933)	\$ (58,976)	\$ (33,617)	\$ (172,732)	\$ -	\$ (58,368)	\$ -	\$ -	\$ (190,756)	\$ (66,755)	\$ (65,313)	
Est.Encumbrances to-date (including indirect cost)*	\$ (19,075)	\$ (51,478)	\$ (12,351)	\$ (12,082)	\$ -	\$ (5,867)	\$ (24,044)	\$ -	\$ (117,277)	\$ (20,294)	\$ (20,261)	
Unexpended Balance	\$ 3,174	\$ 10,809	\$ 11,671	\$ 26,590	\$ -	\$ 35,094	\$ 10,956	\$ 4,500	\$ 97,115	\$ 37,951	\$ 39,426	
Percentage Utilized	95%	91%	80%	50%	0%	34%	69%	0%	76%	70%	68%	
Grant Program Ending:	6/30/2021	6/30/2021	6/30/2021	9/30/2020	9/30/2021	3/31/2021	6/1/2021	10/16/2021	6/30/2021	6/30/2021	6/30/2021	
Finance Approval Obtained:	11/24/2020	1/21/2021	9/3/2020	1/13/2020	1/26/2021	3/10/2021	10/14/2020	10/9/2021	12/8/2020	1/7/2021	1/7/2021	
Director:	Friedman	Friedman	Gray	Friedman	Friedman	Friedman	Friedman	Gray	Friedman	Friedman	Friedman	

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