

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 JUNE 9, 2021,
PROPOSED EXECUTIVE SESSION AT 6:30 P.M. – MEETING TO FOLLOW

Public participants may use the following WebEx Address: <https://bit.ly/2SPatmR>

Or by calling 1-408-418-9388 Meeting number (access code): 173 594 0234

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| No Action | 1. CALL TO ORDER: BOARD PRESIDENT |
| | a. The Pledge of Allegiance |
| | b. Roll Call of Board Members |
| No Action | 2. EXECUTIVE SESSION |
| No Action | 3. INTRODUCTION OF ALL PRESENT |
| No Action | 4. OPINIONS AND CONCERNS FROM THE AUDIENCE |
| No Action | 5. STRATEGIC PLAN END-OF-YEAR UPDATE – Dr. Mark Davey |
| No Action | 6. CAPITAL PROJECT UPDATE – Dr. Mark Davey & Mr. Eric Bell |
| Action | 7. MINUTES OF PREVIOUS MEETING |
| | a. May 12, 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. Special Aid Project Continuations (Enc. 4) |
| Action | d. Special Aid Projects (Enc. 5) |
| Action | e. Rescind (Enc. 6) |
| Action | f. Budget Increases (Enc. 7) |
| Action | g. Contractor/Consultant Agreements (Enc. 8) |
| Action | h. Agreement Renewal Term (Enc. 9) |
| Action | i. Agreement (Enc. 10) |
| Action | j. Project Cost Increase (Enc. 11) |
| Action | k. Uncollectibles (Enc. 12) |
| | 9. OLD BUSINESS |
| No Action | a. Committees |
| | --Audit Committee Meeting Highlights – February 10, 2021 (Info. Only) (Enc. 13) |
| | 10. CONSENT AGENDA PERSONNEL |
| Action | a. Civil Service Probationary Appointment (Enc. 14) |
| Action | b. Civil Service Provisional Appointments (Enc. 15) |
| Action | c. Temporary Appointments (Enc. 16) |
| Action | d. Part-time Hourly Appointment (Enc. 17) |
| Action | e. Temporary Grant Appointments (Enc. 18) |

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

June 9, 2021	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
June 10, 2021	Mineville Campus Special Education Graduation Ceremony – 11:00am
June 11, 2021	WAF Graduation Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 21-22, 2021	CV-TEC Plattsburgh Graduation Ceremonies (4 Sessions) – Main Campus – 4:00 & 7:00 p.m.
June 24, 2021	CV-TEC Mineville Graduation Ceremonies (2 Sessions) – Moriah Central School – 4:00 & 7:00 p.m.
TBD	HSED Graduation – TBD

- Action f. Additional Work (Enc. 19)
- Action g. Special Education Summer School Staffing Additions (Enc. 20)
- Action h. 2021 Summer Work (Enc. 21)
- Action i. Facilitators & Scorers (Enc. 22)
- Action j. Substitutes (Enc. 23)

11. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- Action a. Career & Technical Education Certification (Enc. 24)
- No Action b. Revised Policy – First Reading (Enc. 25)
- No Action c. Reserve Plan Summary (Informational Purposes Only) (Enc. 26)
- Action d. Employee Benefit Accrued Liability Reserve Fund Resolution (Enc. 27)
- Action e. Retirement Contribution Reserve Fund Resolution (Enc. 28)

12. NEW BUSINESS

- No Action a. None this month

No Action 13. DISTRICT SUPERINTENDENT’S UPDATE

No Action 14. OTHER

No Action 15. NEXT BOARD MEETING

Wednesday, July 14, 2021, to be held at the Instructional Services Center in Plattsburgh, NY
– Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.

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

Action 17. ADJOURNMENT

MOTIONS TO ENTER INTO EXECUTIVE SESSION

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

ENC. 1

Recommend that the Board approve the Draft Minutes from the May 12, 2021 Monthly Board Meeting. (attached)

ENC. 2

Recommend that the Board approve the Certification of Warrant for May 4, 2021 to May 27, 2021. (attached)

ENC. 3

Recommend that the Board approve the Treasurer's Report from April 30, 2021. (attached)

ENC. 4

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

1. School Library System Basic Operating Aid special aid fund be allowed to continue providing services for the period July 1 – September 30, 2021, expenditures are not allowed to exceed \$21,371 (attached). (ISC)
2. School Library System Categorical Aid for Automation special aid fund be allowed to continue providing services for the period July 1 – September 30, 2021, expenditures are not allowed to exceed \$1,169 (attached). (ISC)
3. School Library System Supplemental Operating Aid special aid fund be allowed to continue providing services for the period July 1 – September 30, 2021, expenditures are not allowed to exceed \$10,041 (attached). (ISC)
4. Perkins V Basic Special Aid Fund Project be allowed to continue providing services for the period July 1 – September 30, 2021, expenditures are not to exceed \$20,002 (attached). (CV-TEC)

ENC. 5

Recommend that the Board approve the following Special Aid Projects:

1. Workforce Innovation and Opportunity Act Title II & Welfare Education Program Adult Basic Education & Literacy Services (ABE) special aid fund project, in the amount of \$60,182, for the period of July 1, 2021 through June 30, 2022 (Pending State Education Department approval). (CV-TEC)
2. Strengthening Career and Technical Education for the 21st Century Act (PERKINS V) special aid fund project, in the amount of \$128,371, for the period of July 1, 2021 through June 30, 2022 (Pending State Education Department approval). (CV-TEC)
3. Workforce Innovation and Opportunity Act Title II & Welfare Education Program-Corrections special aid fund project, in the amount of \$405,147, for the period of July 1, 2021 through June 30, 2022 (Pending State Education Department approval). (CV-TEC)
4. Workforce Innovation and Opportunity Act Title II & Welfare Education Program-Literacy Zone (JCEO) special aid fund project, in the amount of \$125,000, for the period of July 1, 2021 through June 30, 2022 (Pending State Education Department approval). (CV-TEC)

ENC. 5 CONTINUED

5. Workforce Innovation and Opportunity Act Title II & Welfare Education Program-Literacy Zone (One Work Source) special aid fund project, in the amount of \$123,153, for the period of July 1, 2021 through June 30, 2022 (Pending State Education Department approval). (CV-TEC)

6. Employment Preparation Education Program (EPE) special aid fund project, in the amount of \$569,176, for the period of July 1, 2021 through June 30, 2022, (Pending State Education Department approval). (CV-TEC)

ENC. 6

Recommend that the Board rescind the following Budget Increase that was approved at the May 12, 2021 Board meeting:

1. Instructional Technology Service budget from \$329,400 to \$337,400 for the 2020-2021 school year due to increased participation (Saranac CSD). (ISC)

ENC. 7

Recommend that the Board approve the following Budget Increases:

1. Library Service/Media budget from \$245,159 to \$252,958 for the 2020-2021 school year due to increased participation from districts. (Co-Ser 508 ISC)

2. Instructional Technology Service budget from \$499,986 to \$507,986 due to increased participation from Saranac CSD for the 2020-2021 school year. (Co-Ser 564 ISC)

3. Insurance ACA Reporting – Franklin-Essex-Hamilton BOCES budget from \$51,325 to \$62,955, for the 2020-2021 school year, to accommodate for an additional service request with FEH BOCES and Chazy (Co-Ser 634 – Mgmt. Services)

4. Model Schools – Capital Region BOCES budget from \$110,900 to \$200,000, for the 2020-2021 school year, to accommodate for anticipated year-end purchases from Capital Region BOCES. (Co-Ser 544 – ISC)

5. High School Equivalency Test Administration special aid fund project budget from \$7,397 to \$9,144.83, for the period of January 1, 2021 through December 31, 2021, due to rollover funding in the amount of \$1,747.83. (CV-TEC)

ENC. 8

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Joseph Lavorando for Legal Services as needed, at a rate of \$125 per hour for the period July 1, 2021 through June 30, 2022. (Administration) (attached)

2. Agreement between Clinton-Essex-Warren-Washington BOCES and Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP for Legal Services as needed, at a rate of \$215 per hour for partners services and \$185 per hour for associates services for the period July 1, 2021 through June 30, 2022. (Administration) (attached)

ENC. 8 CONTINUED

3. Agreement between Clinton-Essex-Warren-Washington BOCES and Harris Beach, PLLC for Legal Services as needed, at a rate of \$210 per hour for attorney services and \$100 per hour for law clerk, paralegal, and legal research services for the period July 1, 2021 through June 30, 2022. (Administration) (attached)
4. Agreement between Clinton-Essex-Warren-Washington BOCES and Bartlett, Pontiff, Stewart & Rhodes, P.C. for Legal Services as needed, at a rate of \$250 per hour for attorney services and \$150 per hour for paralegal services for the period of July 1, 2021 through June 30, 2022. (Administration) (attached)
5. Agreement between Clinton-Essex-Warren-Washington BOCES and Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC for Legal Services as needed, at a rate of \$205 per hour for school attorney services and \$90 per hour for paralegal services for the period July 1, 2021 through June 30, 2022. (Administration) (attached).

ENC. 9

Recommend that the Board approve the following Agreement Renewal Term:

1. Agreement renewal between Clinton-Essex-Warren-Washington BOCES and The Preferred Group Plans, Inc. (PGP) for Health Reimbursement Arrangement (HRA) plan services, I.R.C. Sections 105 and 106, to be administered by PGP on behalf of BOCES for the period of July 1, 2021 through June 30, 2022; and for an I.R.C. Section 125 Cafeteria Plan for the period of October 1, 2021 through September 30, 2022. The total estimated expenditure for the services is \$11,000. (Administration)

ENC. 10

Recommend 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 July 1, 2021 through December 31, 2021 for a total amount not anticipated to exceed \$8,000. (Administration) (attached)

ENC. 11

Recommend that the Board increase the "2019-2020 Infrastructure Improvement Project at the Plattsburgh Main Campus" total project cost from \$540,000 to \$669,000 due to additional construction costs. Original project cost of \$330,731 was approved at the November 13, 2019 Board Meeting and approval to increase the total project cost to \$540,000 occurred at the June 10, 2020 Board Meeting. (Administration)

ENC. 1

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

DATE: May 12, 2021

KIND OF MEETING: Regular Board Meeting

PLACE: Yandon-Dillon Center, Mineville, NY & Remote Via Webex Event
(Video & Transcription will be available on CVES Website upon completion)

Board Members Present:

Larry Barcomb
Leisa Boise
Patricia Gero
Linda Gonyo-Horne
Richard Harriman, Sr.
Ed Marin
Bruce Murdock
Lori Saunders
Doug Spilling
Michael St. Pierre

Board Members Absent:

Evan Glading
Donna LaRocque
Richard Malaney
Thomas McCabe
Scott Thurber

Executive Officer:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Others Present:

Teri Calabrese-Gray
Michele Friedman
Matthew Slattery
Eric Bell
Alex St. Pierre
Amy Campbell
Sarah Paquette

MEETING
TO ORDER

Board President St. Pierre called the meeting to order at 6:34 p.m.

BOARD MEMBER
APPOINTMENT

Mr. Murdock moved, seconded by Mr. Barcomb, that the Board appoint Mrs. Donna LaRocque to the CVES vacant Board seat through April 28, 2022. Mrs. LaRocque will sign the Oath of Office and file with the Board Clerk. All Board Members present voted yes—motion carried.

EXECUTIVE
SESSION

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board go into Executive Session at 6:35 p.m., for the following reasons: #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. All Board Members present voted yes—motion carried.

In Executive Session, the District Superintendent first provided the Board a brief presentation of his 2020-21 school year's highlights and accomplishments for his evaluation. The Board was given the opportunity to provide feedback and ask questions, they will now complete their portion of the District Superintendent's evaluation using SuperEval, the Superintendent evaluation online instrument. Second, Ms. Meghan Zedick, Esq. an attorney with Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC., was invited to attend the Executive Session. She provided legal advice on various topics including an update on

several investigations recently conducted and several contractual matters involving CVES' Capital Project. Third, a labor relations update was given regarding the District Superintendent's recommendations for the Administrator for Instructional Services (AIS) appointment and numerous personnel actions. An update was also provided on the Director of Labor Relations search progress and the planned upcoming search for the Satellite Campus Principal/CIO position due to a recent retirement. Lastly, the District Superintendent reviewed a recommended Memorandum of Agreement (MOA) and provided an update on upcoming negotiations with several CVES labor associations. Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board come out of Executive Session at 7:53 p.m. All Board Members present voted yes—motion carried.

RECOGNITION OF SERVICE

Dr. Davey shared CVES' congratulations to Mrs. Michele Friedman, Director of Career and Technical Education (CTE), who was recognized for being awarded the 2021 Women of Distinction for Education by Assemblyman Billy Jones. A Proclamation from the NYS Assembly was presented to Mrs. Friedman as an extraordinary woman who has made a difference in the North Country, been a strong partner with the business community, and as a testament to her leadership and dedication to CV-TEC's students and programs. Mrs. Friedman was nominated for this prestigious award by CVES' principals. Dr. Davey also recognized Mr. Larry Barcomb, Board member, who was recently nominated and will be awarded the Rural Schools Association (RSA) 2021 Appreciation Award at its 2021 RSA Annual Summer Conference. The nomination letter to RSA was read by Mrs. Linda Gonyo-Horne, CVES and RSA Board Member which indicated that the 2021 Appreciation Award warrants recognition for special contributions to New York State's rural schools. Mr. Barcomb has served a combined 35 years as a Board Member for the Chazy Central Rural School Board of Education for 16 years (1986-2001), 4 of those as its President, and the CVES BOCES Board for 29 years (1992-2021), with 23 of those years as the CVES Board President. He has also served in local government as the Town of Champlain Town Supervisor for 16 years and Councilman for 2 years. The nomination was submitted by Dr. Davey, Board President Michael St. Pierre, the entire CVES Board including Mrs. Linda Gonyo-Horne in her dual role as a CVES and RSA Board member. The Board then shared a round of applause for both Mrs. Friedman and Mr. Barcomb.

STRATEGIC PLAN SURVEY RESULTS

Dr. Davey thanked Mr. Richard Harriman Sr. and Mrs. Lori Saunders, Board members, and the entire DPT Committee for their collective work with this year's Strategic Plan's continuing implementation including the 2020-21 Strategic Plan survey. The survey had strong participation again this year with 223 surveys completed, its third highest in 8 years. Dr. Davey then introduced CVES' Assistant Superintendent for Instruction & 21st Century Learning, Ms. Teri Calabrese-Gray, who collaborated with Ms. Angie Waldron, Curriculum Coordinator in the Special Education Division to compile this evening's presentation. Ms. Calabrese-Gray then shared the PowerPoint presentation (PPT) on the 2021 Strategic Plan Survey results. The PPT highlighted the annual employee survey results of organizational climate feedback which will help to provide input on our ongoing Strategic Plan

improvement efforts. Ms. Calabrese-Gray indicated that this year's results were aligned with the priority areas identified by the District Planning Team (DPT) in the Fall of 2020. These priority areas included: (1) Provide Dynamic Leadership (2) Educate through Innovative, High-quality Programs and Services (3) Ensure a Quality Learning Environment, and (4) Build and Enhance Partnerships. Numerous survey questions were reviewed by Ms. Calabrese-Gray including the response trend highlights over the past years as well as the areas of continued recommended focus were noted. The survey data will be used as part of the end-of-year summary, will support next year's 2021-2022 Strategic Plan updates throughout CVES. The Board was then provided an opportunity for questions and answers and further discussion ensued.

CAPITAL PROJECT
UPDATE

Mr. Eric Bell provided a Capital Project Update to the Board with numerous construction photos of the Satellite South Campus. The primary focus is to finish construction at the Satellite Campus and ensure CVES' Administrative and Management Services office moves will be completed by the end of summer as the lease for the Instructional Services Center will be coming to an end. Mr. Bell shared that NYSEG was recently onsite to begin underground trenching, install a new pole and remove underground wire that would allow necessary site work to be completed. Mr. Bell provided several progress photos of interior office classroom and conference space, the recent second-floor concrete pour, the lobby/entrance, and lastly he noted that water mitigation has been completed in the South Building so flooring can begin.

AUDIT
COMMITTEE
UPDATE

Mr. Eric Bell provided the Board an update from the recent Audit Committee meeting with internal auditors from West & Company. The auditors did a pre-visit audit at the end of April and shared with the Committee what to expect and asked the committee to share areas of concern or focus moving forward. The auditors will return at the end of August to commence the complete audit for the 2020-21 school year. The Committee also reviewed unemployment fraudulent claims and how CVES is working through that process. Mr. Bell shared that the Committee also reviewed the Teachers Retirement System (TRS) Reserve Plan and the Employee Benefit Accrued Liability Reserve (EBALR) Reserve Plan regarding funding which allows to set aside resources to satisfy CVES' liability for future payments. Lastly, Dr. Davey informed the Board that the State Comptrollers Audit is now on hold until September due to construction.

PREVIOUS
MINUTES

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board approve the minutes of the April 14, 2021 Annual Board meeting as presented. All Board Members present voted yes—motion carried.

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board approve the minutes of the April 14, 2021 monthly Board meeting as presented. All Board Members present voted yes—motion carried.

CONSENT
AGENDA
FINANCIAL

Mr. Harriman Sr. 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 March 30, 2021 to May 3, 2021, as presented.

TREASURER'S
REPORT

Approve the Treasurer's Report from March 31, 2021 as presented.

DONATIONS

Approve the following Donation(s):

1. For the student stipend fund:

United Way (February 2021)	198.12
Pepsi-Cola (March 2021)	102.99
United Way (April 2021)	<u>171.74</u>
TOTAL	- \$ 472.85

BUDGETS

Approve the following Budgets:

1. Summer School Age Non-Specified Programs Budget in the amount of \$426,025 for the 2021-2022 school year (Co-Ser 940 – Special Education)
2. Summer School Age 6:1:1 Autism Budget in the amount of \$197,091 for the 2021-2022 school year (Co-Ser 941 – Special Education)
3. Summer School Age Intensive Therapeutic Support Program (ITSP) Budget in the amount of \$66,959 for the 2021-2022 school year (Co-Ser 943 – Special Education)
4. Summer School Age Related Service Only Budget in the amount of \$3,293 for the 2021-2022 school year (Co-Ser 962 – Special Education)
5. Summer School Age 1:1 T/A Budget in the amount of \$35,691 for the 2021-2022 school year (Co-Ser 964 – Special Education)
6. Summer School Age 1:1 Nurse Budget in the amount of \$7,701 for the 2021-2022 school year (Co-Ser 965 – Special Education)
7. Summer School Age 1:1 Aide Budget in the amount of \$275,257 for the 2021-2022 school year (Co-Ser 966 – Special Education)
8. Yandon-Dillon Cafeteria Fund Regular School Year Budget in the amount of \$112,237 for the 2021 - 2022 school year. (Co-Ser C791 – School Lunch Fund)
9. William A Fritz Cafeteria Fund Regular School Year Budget in the amount of

\$157,595 for the 2021 - 2022 school year. (Co-Ser C791 – School Lunch Fund)

10. William A Fritz Cafeteria Fund Extended School Year Budget in the amount of \$17,461 for the 2021 - 2022 school year. (Co-Ser C791 – School Lunch Fund)

11. Yandon-Dillon Cafeteria Fund Extended School Year Budget in the amount of \$6,538 for the 2021 - 2022 school year. (Co-Ser C791 – School Lunch Fund)

**BUDGET
INCREASES**

Approve the following Budget Increases:

1. Instructional Technology Service budget from \$329,400 to \$337,400 for the 2020-2021 school year due to increased participation (Saranac CSD). (ISC)
2. High School Equivalency (HSE) Test Administration special aid fund project budget from \$7,247 to \$8,387, for the period of January 1, 2020 through December 31, 2020, due to rollover funding in the amount of \$1,140. (CV-TEC)

**SPECIAL AID
FUND PROJECTS**

Approve the following Special Aid Fund Projects:

1. Helping North Country Students Bee All They Can Bee special aid fund project, in the amount of \$3,000, for the period of September 2020 to September 2021. This grant is funded by the 2021 Generous Acts through the Adirondack Foundation in support of the annual Spelling Bee. (ISC)
2. North Country Region Career Pathways III Program (NCRCP3P), in the amount of \$100,000 for the period of April 1, 2021 through March 31, 2022 (Pending fully executed contract with North Country Workforce Partnership, Inc.) (CV-TEC)

**FIRE ALARM
IMPROVEMENT
CAPITAL PROJECT
COST INCREASE**

Approve the following project cost increase to the Fire Alarm Improvement Capital Project:

1. Increase the “Fire Alarm Improvement Capital Project at the Plattsburgh Main Campus and Yandon-Dillon Facility” total project cost from \$360,000 to \$400,000 due to additional construction costs. The original project cost of \$295,000 was approved at the December 13, 2017 Board Meeting and additional approvals to increase the total project cost to \$360,000 occurred at the June 12, 2019 Board Meeting and the May 13, 2020 Board Meeting. (Administration)

PROPOSAL

Approve the following Proposal:

1. Proposal from Schoolhouse Construction Services, LLC of Delhi, New York in the amount of \$14,250 for Construction Management Services to close out the “Fire Alarm Improvement Project at the Plattsburgh Main Campus and Yandon-Dillon Facility”. (Administration)

BID AWARD
WELDING &
IRONWORKER
EQUIPMENT

Award the following Bid:

Award the “Welding and Ironworker Equipment” bid for the CV-TEC Welding Program in the amount of \$70,809.24 to Airgas USA LLC of Plattsburgh, NY.

Note: One additional vendor submitted a bid:

1. Haun Welding Supply, Inc. Syracuse, NY with a bid of \$76,045

CONSENT
AGENDA
PERSONNEL

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

RESIGNATION
FOR THE PURPOSE
OF RETIREMENT
O’CONNELL

Approve the following letter(s) of resignation for the purpose of retirement:

1. Louise O’Connell, Teaching Assistant, Effective November 24, 2021

RESIGNATIONS
LUCAS, INMAN

Approve the following letter(s) of resignation:

1. Sarah Lucas, Teacher Aide/Student Aide, Effective April 28, 2021
2. Kaila Inman, Publication Specialist, Effective May 28, 2021

LEAVES OF
ABSENCE
PAYNTER,
MERRITT

Approve the following leave(s) of absence:

1. Melody Paynter, Teacher Aide/Student Aide, unpaid leave, May 3, 2021 through June 6, 2021
2. Julie Merritt, Teaching Assistant, unpaid leave, May 12, 2021 through June 30, 2021

TENURE
APPOINTMENTS
MITCHELL,
WALENTUK

Grant Tenure to the following person(s):

1. Tina Mitchell, Speech & Hearing Teacher, Effective October 11, 2021
2. Matthew Walentuk, Interscholastic Athletics Administrator, Effective October 23, 2021

TEMPORARY
APPOINTMENTS
BORDEAU,
HANLEY

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

1. Cristina Bordeaux, Teaching Assistant (uncertified), Effective April 20, 2021 through June 30, 2021, Annual Base Salary of \$23,751, Prorated Salary of \$6,293.98.

Approve the following person(s) to a Temporary Appointment for the 2021-22 school year:

1. Ryan Hanley, Special Education Teacher (uncertified), Effective September 1,

2021 through June 30, 2022, Annual Base Salary of \$45,365.

PART-TIME
HOURLY
APPOINTMENT

Appoint the following person(s) to a Part-Time Hourly Appointment for the 2021-22 school year:

TASC Examiner, \$28.00/hour
Patricia Goodell not to exceed 50 hours

SPECIAL
EDUCATION
SUMMER SCHOOL
STAFFING
ADDITIONS

Approve the following 2021-22 Special Education Summer School Staffing Additions:

Registered Nurse, hourly rate of pay per contract
Maria Hurteau WAF

2021 SUMMER
WORK

Approve the following 2021 Summer Work:

LPN CVPH Mandatory Orientation, hourly rate of pay
Emily LeFevre not to exceed 6 hours
Erin Spoor not to exceed 6 hours
Maria Hurteau not to exceed 6 hours

Classroom Move/Setup, hourly rate of pay
Ryan Hanley not to exceed 12 hours
Todd Menia not to exceed 12 hours
Ellen Supinski not to exceed 12 hours

CV-TEC PD/Curriculum Development, hourly rate of pay per contract
Shelly Bouyea not to exceed 6 hours
Mark Brown not to exceed 6 hours
Lisa Fisher not to exceed 6 hours
Lucy Marbut not to exceed 6 hours
Jennifer Parker not to exceed 6 hours
Nicole Santaniello not to exceed 6 hours
Lance Sayward not to exceed 6 hours
Dawn Waters not to exceed 6 hours

Curriculum Development, hourly rate per contract
Abram Benko not to exceed 18 hours
Mark Brown not to exceed 18 hours
Kelly Gowett not to exceed 18 hours
Maria Hurteau not to exceed 18 hours
Emily Lefevre not to exceed 18 hours
Erin Spoor not to exceed 18 hours

CTE Program Reapproval Curriculum, hourly rate per contract

Stephen Bassett	not to exceed 12 hours
Mark Brown	not to exceed 12 hours
Erin Meyer	not to exceed 12 hours
Susan J Richards	not to exceed 12 hours
Thomas Tedford	not to exceed 12 hours

Provide Continued Instruction for Adult Literacy, HSE, GRASP and Job Skills Training Program, hourly rate of pay

Dalton Castine	not to exceed 150 hours
Katie LaBonte	not to exceed 150 hours
Alexis Dirolf	not to exceed 150 hours
Bridget Snow	not to exceed 180 hours
Laura Johnson	not to exceed 150 hours
Karen Manning	not to exceed 150 hours
Tiffany Snow	not to exceed 120 hours

Continuation of Normal Workday Duties, hourly rate of pay

Susanne Ford-Croghan	not to exceed 140 hours
Lucy Marbut	not to exceed 35 hours
Kevin Donoghue	not to exceed 175 hours
Nicole Santaniello	not to exceed 100 hours
Donna Wyant	not to exceed 18 hours

ADULT
EDUCATION
COURSE
INSTRUCTORS

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

Adult Education Health Careers, hourly rate per contract

Kelly Gowett
Lauren Heath
Maria Hurteau

Approve the following Adult Education Course Instructors for the 2021-22 school year:

Adult Education, hourly rate per contract

Thomas Aubin
Lisa Banker
Chad Blair
Shelley Bouyea
Mark Brown
Amy Burdo
Dalton Castine
Fay Cheney
Stephen Couture
Alexis Dirolf

Michael Drew
Lori Ducharme
Jennifer Gero
Laura Johnson
Katie Labonte
Karen Manning
Lucy Marbut
Todd Menia
Frank Mercier
Erin Meyer
Dana Poirier
Susan J Richards
Lance Sayward
Tanner Senecal
Kevin Shaw
Bridget Snow
Tiffany Snow
Dawn Waters

Adult Education Health Careers, hourly rate per contract

Shelley Bouyea
Kelly Gowett
Maria Hurteau
Emily LeFevre
Jaimie Plumadore
Maria Spadafora
Erin Spoor
Dena Tedford

Adult Education, \$28.00/hour

Christina Beck
Scott Fairchild
Patricia Goodell
Brad Kiroy
Kieran Kivlehan
Susan Levaque
Dylan Limlaw
Ann Schmitt

FACILITATOR

Approve the following Facilitator for the 2020-21 school year:

Facilitator, \$30.00/hour
Melissa LaVallee

SUBSTITUTES

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

<u>Name</u>	<u>Position</u>
Christopher Huchro	Permanent Building Sub
Karlea Luxon	Food Service Helper
Michele Patnode	Bus Driver

Dr. Davey recognized and congratulated the retirement of Teaching Assistant Louise O'Connell, and acknowledged her 20 years of service with CVES.

CVES TOTAL
BUDGET

Mr. Harriman Sr. moved, seconded by Mr. Spilling that the Board approve the total CVES Budget for the 2021-22 school year in the amount of \$40,799,609.00. All Board Members present voted yes—motion carried.

2021-22 CVES
BOARD MEETING
DATES

Mr. Spilling moved, seconded by Mr. Murdock, that the Board approve the following CVES Board Meeting dates for the 2021-22 school year:

July 14, 2021 – Plattsburgh
August 18, 2021 – Plattsburgh
September 8, 2021 – Plattsburgh
October 13, 2021 – Plattsburgh
November 10, 2021 – Mineville
December 8, 2021 – Plattsburgh
January 12, 2022 – Mineville
February 9, 2022 – Plattsburgh
March 9, 2022 – Mineville
April 13, 2022 – Plattsburgh
May 11, 2022 – Mineville
June 8, 2022 – Plattsburgh

All Board Members present voted yes—motion carried.

REQUEST FOR
APPROVAL TO
ATTEND
CONFERENCE/
WORKSHOP

Mr. Murdock moved, seconded by Mr. Spilling that the Board approve the following request for approval of attendance to conference/workshop for the following Board member(s):

Linda Gonyo-Horne & Richard Harriman, Sr.
Rural Schools Association Summer Conference
July 11-13, 2021 Cooperstown, NY (overnight accommodations needed) All Board Members present voted yes—motion carried.

ADJUSTED LEASE
RENEWAL
AGREEMENT

Mr. Harriman Sr. moved, seconded by Mr. Murdock that the Board approve the following Adjusted Lease Renewal Agreement:

Letter of Agreement between Clinton-Essex-Warren-Washington Board of

Cooperative Educational Services (BOCES) and The Development Corporation “TDC” for the purpose of allowing the BOCES to renew an existing lease for 12,597 square feet of space at 14 Area Development Drive in Plattsburgh, NY on a month-to-month basis effective October 1, 2021. The monthly rent shall be \$7,873.13. All other conditions of the original lease agreement dated October 1, 2019 through September 30, 2021 remain in effect. The month-to-month lease may continue as needed or may be cancelled by either party on thirty (30) days written notice. (Management Services) All Board Members present voted yes—motion carried.

FOUR-YEAR
PROBATIONARY
APPOINTMENT
PAQUETTE

Mr. Murdock moved, seconded by Mr. Harriman Sr., appoint the following person(s) to a Four-Year Probationary Appointment as follows:

1. Sarah Paquette, Administrator for Instructional Services, Effective July 1, 2021 Annual Base Salary of \$95,000. All Board Members present voted yes—motion carried.

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

MEMORANDUM
OF AGREEMENT
CEWW BOCES
AND CVES
ADMINISTRATIVE
UNIT

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board approve the Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services Administrative Unit that acknowledges the addition of the Administrator of Instructional Services position. All Board Members present voted yes—motion carried.

REQUEST FOR
APPROVAL TO
ATTEND
CONFERENCE/
WORKSHOP

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board approve the following request for approval of attendance to conference/workshop for the following Board member(s):

Michael St. Pierre, Board President
Rural Schools Association Summer Conference
July 11-13, 2021 Cooperstown, NY (overnight accommodations needed) All Board Members present voted yes—motion carried.

DISTRICT SUPT.
UPDATE

Dr. Davey began by providing an update on CVES’ end-of-year planning for graduations & other celebrations. Due to COVID-19 guidance on capacity restrictions to these events, our administrative teams have worked hard to schedule events. Several draft dates were recently shared with the Board. Both CV-TEC and Special Education divisions will be holding events with limited capacity and once final details have been decided, they will be shared with the Board. Second, the

Board was updated on the continued CVES & component district check-in meetings with Clinton and Essex County Departments of Health, vaccination eligibility and clinics that are being offered to the districts if interested. Dr. Davey noted that CVES' 2021-22 School Re-opening Planning Committee will reconvene to begin preparations this summer, and a notice to the Committee will be forth coming. Next, Dr. Davey reminded the Board about the upcoming component school district budgets and Board of Education (BOE) elections that will be held on May 18th. Fourth, Dr. Davey shared that the next CVES Board meeting will be on June 9th in Plattsburgh at ISC and that the Board meetings planned for this summer will remain in Plattsburgh due to construction in Mineville. He looks forward to alternating locations once CVES' new conference center is open and construction is completed on both campuses. Lastly, the Board was updated on the recent Board of Regents action on measures to support the Diversity, Equity and Inclusion (DEI) Policy and to promote Civics education opportunities in New York's schools. Dr. Davey shared a brief overview of CVES' planned review steps under discussion within our BOCES to support and implement meaningful DEI policies, practices and improvements as needed moving forward.

OTHER

Mr. St. Pierre, Board Member asked about the format for the National Technical Honor Society (NTHS) ceremonies this year. Mrs. Friedman responded that they will be held on May 20th at 7:00pm at the Moriah CSD High School Auditorium for Mineville Campus students and on May 24th at the West Side Ballroom at 5:30 & 7:30 pm for Plattsburgh Campus students. There is very limited capacity due to COVID-19 guidance and CVES is asking all attendees to RSVP for occupancy purposes. The events will be livestreamed for viewing from home for those that cannot attend. Mrs. Teri Calabrese-Gray reminded the Board of the upcoming Spelling Bee on May 17th and noted that a link for remote viewing can be found on the CVES website. Lastly, Mrs. Gonyo-Horne, Board member recognized Alex St. Pierre CVES' Network and Systems Coordinator for his outstanding work and excelling at his continued professional development and education.

NEXT BOARD MEETING

The next Board meeting will be held on Wednesday, June 9, 2021 at the Instructional Services Center in Plattsburgh, NY. An anticipated Executive Session will begin at 6:30 p.m., with the monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mr. Harriman Sr. to adjourn the meeting at 9:29 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: May 27, 2021
Re: Report for Board Agenda for June 9, 2021 Meeting

The following warrant claims were reviewed from May 4, 2021 to May 27, 2021:

<u>Warrant No. & Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
-------------------------------	--------------------------	---------------------------

**

W #46 - 05/06/2021	*Check Nos: 234719-234756** *ACH Payments: ACH001117-ACH001124	\$ 310,795.09
W #47 - 05/13/2021	*Check Nos: 234772-234846** *ACH Payments: ACH001125-ACH001143	\$ 1,054,070.67
W #48 - 05/20/2021	*Check Nos: 234860-234942 *ACH Payments: ACH001144-ACH001166	\$ 869,268.97
W #49 - 05/27/2021	*Check Nos: No checks-Wires Only	\$ 20,379.79

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

IRS-EFTPS:

PR #22- Wire #941-043021- Warrant #46;

PR #23- Wire #941-051421- Warrant #48;

Health Ins. Monthly:

Wire #HNS-052021- Warrant #47;

NYS Promptax:

PR #22- Wire #NYS-043021- Warrant #46;

PR #23- Wire #NYS-051421- Warrant #48;

Omni Financial Group:

PR #23- Wire #OMN-051421- Warrant #47;

PR #24- Wire #OMN-052821 Warrant #49;

NYS Office of Comptroller ERS Retirement & Loans:

PR #21&22-Wire #APR21-Warrant # 46;

PR #23&24-Wire #ERS-MAY21-Warrant # 49;

Health Insurance Consortium Payments:

5/10/21 \$ 1,427,370.94

5/17/21 \$ 707,669.87

5/24/21 \$ 1,455,942.31

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

Internal Claims Auditor

(Signature)



CC: Eric Bell
Christine Myers

Date	Warrant	Vendor #	Claim Audit Findings:	Summary Business Office Response:	Resolution/Options:
05/05/21	Pending W#46	15332	Purchase Order requested 7/20/2020, issued 2/12/2021 after services started on 10/2020.	Purchase Order was held until funding from NYS was authorized due to initial concerns of COVID reduction of grants. Service was not supposed to occur until grant funding was obtained, or, alternate source of funding was identified to temporarily cover the cost. Grant Accountant will review situation with Grant Coordinator to ensure appropriate steps are taken on future events and appropriate purchasing approval and contracts are in place before events occur.	Approved for final warrant.
05/06/21	Final W#46				\$310,795.09
05/12/21	Pending W#47	7987	Purchase without Purchase Order requested.	Intent to use open purchase order for purchase, however, limited to \$500 per occurrence. Separate Purchase Order required.	Approved for final warrant.
05/12/21	Pending W#47	13460	Per Wellness Policy items not allowed.- Candy, no Director justification.	Confirmed with director for behavior initiative.	Approved for final warrant.
05/12/21	Pending #47	6107	Invoice over 3 months.	Invoice not received by Accounts Payable. Upon annual review, sought out invoice and paid timely upon receipt.	Approved for final warrant.
05/13/21	Final W#47				\$1,054,070.67
05/19/21	Pending W#48	4486	Missing Accountants initials for coding.	Not needed for this purchase, only food and supply purchases. Coding is in accordance with Purchase Order and location.	Approved for final warrant.
05/19/21	Pending W#48	3967	We have a charge on statement from 8/7/19.	Following up with teacher on charge. Just discovered upon receipt of statement that was requested.	Approved for final warrant.
05/20/21	Final W#48				\$869,268.97
05/26/21	Pending W#49		No findings.- EOM		Approved for final warrant.
05/27/21	Final W#49				\$20,379.79

**CLINTON-ESSEX-WARREN-WASHINGTON BOCES
TREASURER'S REPORT - APRIL 30, 2021**

I. CHECKING ACCOUNTS

	Cash Balance March 31, 2021	Cash Receipts April	Cash Disbursements April	Cash Balance April 30, 2021	Cash Receipts Year To Date	Cash Disbursements Year To Date	Cash Balance April 30, 2021
TD Bank - Depository							
General Fund	\$ 4,469,119.88	\$ 3,788,768.12	\$ 2,724,072.18	\$ 5,533,815.82	\$ 45,907,291.23	\$ 43,876,033.68	\$ 5,533,815.82
Special Aid Fund	\$ (224,891.71)	\$ 287,912.37	\$ 171,987.49	\$ (108,966.83)	\$ 2,123,089.79	\$ 2,128,562.83	\$ (108,966.83)
Trust & Agency Fund	\$ 575,404.40	\$ 63,710.99	\$ -	\$ 639,115.39	\$ 701,724.32	\$ 157,435.83	\$ 639,115.39
School Lunch Fund	\$ 2,772.79	\$ 35,450.84	\$ 21,406.98	\$ 16,816.67	\$ 267,909.00	\$ 212,309.75	\$ 16,816.67
Capital Fund	\$ 14,197,578.96	\$ 2,150.00	\$ 712,352.00	\$ 13,487,376.96	\$ 15,283,890.36	\$ 2,244,430.80	\$ 13,487,376.96
Private Purpose Trust Fund	\$ -			\$ -	\$ -	\$ -	\$ -
TD Bank - Operating							
General	\$ 336,166.13	\$ 3,580,652.82	\$ 3,583,773.37	\$ 333,045.58	\$ 56,912,696.76	\$ 56,859,335.05	\$ 333,045.58
SAVINGS ACCOUNTS							
NYCLASS							
BOCES-Wide Capital Project	\$ 655.30	\$ -	\$ -	\$ 655.30	\$ 12,094.06	\$ 24,255,551.00	\$ 655.30
Trust Fund Non-Expendable	\$ 11,978.87	\$ 0.36	\$ -	\$ 11,979.23	\$ 7.57	\$ -	\$ 11,979.23
Private Purpose Trust Fund	\$ 10,583.60	\$ 0.31	\$ -	\$ 10,583.91	\$ 6.17	\$ -	\$ 10,583.91
TOTAL CASH ON HAND	\$ 19,379,368.22			\$ 19,924,422.03	\$ 121,208,709.26	\$ 129,734,658.94	\$ 19,924,422.03

II. RECONCILIATION TO BANK STATEMENTS

	April 30, 2021 Bank Balance	Add: Deposits In Transit	Less: Outstanding Checks	April 30, 2021 Cash Balance
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 439,567.93	\$ 617.22	\$ (107,139.57)	\$ 333,045.58
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 4,671,486.41	\$ 892,031.41	\$ -	\$ 5,563,517.82
TD BANK - MUNICIPAL CHECKING - CAPITAL PROJECT DEPOSITORY	\$ 14,004,640.19	\$ -	\$ -	\$ 14,004,640.19
NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT	\$ 655.30	\$ -	\$ -	\$ 655.30
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 699.98	\$ -	\$ -	\$ 699.98
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 700.80	\$ -	\$ -	\$ 700.80
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,979.23	\$ -	\$ -	\$ 11,979.23
NYCLASS - SAVINGS, DONALD W. COGSWELL SCHOLARSHIP	\$ 1,169.71	\$ -	\$ -	\$ 1,169.71
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 2.10	\$ -	\$ -	\$ 2.10
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 8,011.32	\$ -	\$ -	\$ 8,011.32
TOTAL CASH ON HAND	\$ 19,924,422.03			\$ 19,924,422.03

GENERAL FUND INTEREST RECEIVED 7/01/20 - 4/30/2021 \$ 7,437.72
CAPITAL FUND INTEREST RECEIVED 7/01/20 - 4/30/2021 \$ 12,801.35

PREPARED BY:

Christine Myers, District Treasurer


DATED:

5/26/21

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

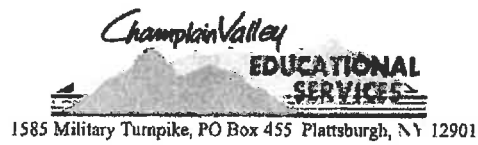
FOR THE PERIOD 04/01/2021 TO 04/30/2021

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	8,702.14	0.00	8,702.14	0.00	8,702.14
SKILLS USA - MINEVILLE	1,870.43	1,559.98	0.00	1,559.98	0.00	1,559.98
NO. COUNTRY LOGGERS	616.98	1,253.61	0.00	1,253.61	0.00	1,253.61
REFLECTIONS	503.14	503.14	0.00	503.14	0.00	503.14
LPN CLASS	688.80	1,940.80	1,004.90	2,945.70	0.00	2,945.70
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	15,139.64	1,004.90	16,144.54	0.00	16,144.54


 COLBY SISKAVICH, EXTRACLASROOM TREASURER
 5/5/21 DATE

4/30/2021 Bank Balance \$ 16,144.54
 Add: Deposits in Transit \$ -
 Less: Outstanding Checks \$ -
 4/30/2021 Balance on Hand \$ 16,144.54

ENC. 4



Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 6/2/2021

Special Aid Project Name: School Library System Basic Operating Aid

Special Aid Project Coder #: 947

Special Aid Project Term: From: 7/1/2021 To: 6/30/2022

Anticipated Award Amount: 97040

Period Requesting Continuation (90 Days Max)

From: 7/1/2021 To: 9/30/2020

Approvals Received:

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

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	27475		2997
16x (support salaries)	28772		7820
200 (equipment)			
3xx (supplies)			
305 (supplies greater than \$500.00)			
4xx (contractual)	1700		
46x (travel)	493		
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	37090		10554
95x (O & M)			
9xx (Indirect Costs)	1528		
Total	<u>97,040</u>		<u>21,371</u>

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

Description of Anticipated Expenses

15X (Certified Salaries)	Salary for 90 days to continue project.
16X (Support Salaries)	Salary for 90 days to continue project.
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe rates for 90 days to continue project. Health 6,876; TRS 1,082; ERS 1,677; FICA 828; COMP 92

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

Project Coordinator Signature: Susanne Ford/Lighe Date 6/3/21 Print Form

Approval Signatures:

Division Supervisor: <u>Jessa Calabrese-Hay</u>	Date: _____
Division Director: _____	Date: <u>6/3/21</u>
Project Accountant: <u>VW</u>	Date: <u>6/3/21</u>
Asst. Supt. of Mgmt Services: _____	Date: _____
District Superintendent: _____	Date: _____

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 6/2/2021

Special Aid Project Name: School Library System Categorical Aid for Automation

Special Aid Project Coder #: 949

Special Aid Project Term: From: 7/1/2021 To: 6/30/2022

Anticipated Award Amount: 704

Period Requesting Continuation (90 Days Max)

From: 7/1/2021 To: 9/30/2020

Approvals Received:

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

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	5372		587
16x (support salaries)			
200 (equipment)			
3xx (supplies)	1128		
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)			
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	3204		582
95x (O & M)			
9xx (Indirect Costs)			
Total	<u>\$ 9,704</u>		<u>\$ 1,169</u>

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

Description of Anticipated Expenses

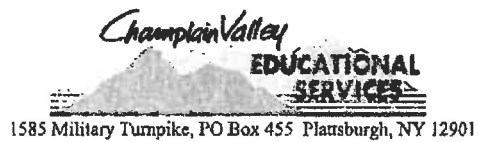
15X (Certified Salaries)	Salary for 90 days to continue project.
16X (Support Salaries)	Salary for 90 days to continue project.
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	
490 (ROCES/ School Districts)	
8XX (Fringe Benefits)	Fringe rates for 90 days to continue project.

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

Project Coordinator Signature: *Suzanne D. Caplan* Date: 6/3/21 Print Form

Approval Signatures:

Division Supervisor:		Date:	
Division Director:	<u><i>Jessie Calabrese</i></u>	Date:	<u>6/3/21</u>
Project Accountant:	<u><i>V. Wilkins</i></u>	Date:	<u>6/3/21</u>
Asst. Supt. of Mgmt Services:		Date:	
District Superintendent:		Date:	



Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 6/2/2021

Special Aid Project Name: School Library System Supplemental Operating Aid

Special Aid Project Coder #: 956

Special Aid Project Term: From: 7/1/2021 To: 6/30/2022

Anticipated Award Amount: \$7385

Period Requesting Continuation (90 Days Max)

From: 7/1/2021 To: 9/30/2020

Approvals Received:

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

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	13152		5668
16x (support salaries)	8582		2334
200 (equipment)			
3xx (supplies)	7902		
305 (supplies greater than \$500.00)			
4xx (contractual)	3000		
46x (travel)	3200		100
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	11549		1939
95x (O & M)			
9xx (Indirect Costs)			
Total	<u>\$ 47,385</u>		<u>\$ 10,041</u>

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

Description of Anticipated Expenses

15X (Certified Salaries)	Salary for 90 days to continue project.
16X (Support Salaries)	Salary for 90 days to continue project.
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe rates for 90 days to continue project.

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

Project Coordinator Signature: *Susan J. Ryan* Date 6/3/21 Print Form

Approval Signatures:

Division Supervisor: <u><i>Lisa Calabrese</i></u>	Date: _____
Division Director: _____	Date: <u>6/3/21</u>
Project Accountant: <u><i>V. Wilkins</i></u>	Date: <u>6/3/21</u>
Asst. Supt. of Mgmt Services: _____	Date: _____
District Superintendent: _____	Date: _____

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 6/2/21

Special Aid Project Name: Perkins V

Special Aid Project Coser #: 954

Special Aid Project Term: From: July 1, 2021 To: June 30, 2022

Anticipated Award Amount: \$128,371.00

Period Requesting Continuation (90 Days Max)

From: 07/01/21 To: 09/30/21

Approvals Received:

- ☐ Award Notification
☒ Contract Signed by CVES Sent to Grantor
☐ Additional Correspondence on Approval Status
 Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$64,643.00	\$0.00	\$11,305.00
16x (support salaries)	\$0.00	\$0.00	\$0.00
200 (equipment)	\$0.00	\$0.00	\$0.00
3xx (supplies)	\$1,700.00	\$0.00	\$1,700.00
305 (supplies greater than \$500.00)	\$0.00	\$0.00	\$0.00
4xx (contractual)	\$28,280.00	\$0.00	\$0.00
46x (travel)	\$4,525.00	\$0.00	\$200.00
490 (BOCES/School Districts)	\$0.00	\$0.00	\$0.00
8xx (Fringe Benefits)	\$27,326.00	\$0.00	\$6,501.00
95x (O & M)	\$0.00	\$0.00	\$0.00
9xx (Indirect Costs)	\$1,897.00	\$0.00	\$296.00
Total	\$128,371.00	\$0.00	\$20,002.00

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

Description of Anticipated Expenses

15X (Certified Salaries)	The grant includes: three (3) months of salary for the 0.10 FTE Academic Coordinator and 0.25 Work-Based Learning Coordinator; one (1) month of salaries for 0.10 FTE Math teacher, a second Math teacher, a Special Education Teacher, and a 0.25 FTE Special Education teacher
16X (Support Salaries)	N/A
200 (Equipment)	N/A
3XX (Supplies)	This grant includes funds for cameras that are pertinent for students' Work-Based Learning/ Portfolio requirements which are needed at the beginning of the school year.
305 (Supplies greater than \$500)	This grant includes funds for cameras that are pertinent for students' Work-Based Learning/ Portfolio requirements which are needed at the beginning of the school year and some of these cameras cost more than \$500 each.
4XX (Contractual)	N/A
46X (travel)	This grant includes funds for travel so a minimal amount (\$200) has been requested to cover the cost of any necessary travel for the two (2) Coordinators over the three (3) months at the beginning of the fiscal year.
490 (BOCES/ School Districts)	N/A
8XX (Fringe Benefits)	The three (3) months of Health benefits are being requested for all salaries: \$4376. Three (3) months of fringe benefits for the two (2) Coordinators: FICA=\$618; TRS=\$808; WC=\$70; UI=\$17. And one (1) month of fringe benefits for the 10-month employees: FICA=\$249; TRS=\$325; WC=\$29; UI=\$9.

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

Project Coordinator Signature: *William Kefauver* Date: 6/02/2021

Print Form

Approval Signatures:

Division Supervisor: <u><i>Adrienne</i></u>	Date: <u>6.2.2021</u>
Division Director: <u><i>Michele Friedman</i></u>	Date: <u>6.2.2021</u>
Project Accountant: <u><i>V. Wilkins</i></u>	Date: <u>6/2/2021</u>
Asst. Supt. of Mgmt Services: _____	Date: _____
District Superintendent: _____	Date: _____

ENC. 8

CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2021 through June 30, 2022.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2021.

Date: _____

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

By: _____
(Michael St. Pierre/Board President)
(Mark C. Davey/District Superintendent)

Date: May 11, 2021

Joseph Lavorando
Attorney At Law

By: Joseph Lavorando
(Joseph Lavorando/Attorney at Law)

CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2021 through June 30, 2022.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this
11th day of May 2021.

Date: _____

Date: 5/11/2021

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

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

By: _____
(Michael St. Pierre/Board President)
(Dr. Mark C. Davey/District Superintendent)

By: _____
James A. Gregory (Consultant/ Independent Contractor)

22 NYCRR 1400.2.
Statement of Client's Rights and Responsibilities

An attorney shall provide a prospective client with a statement of client's rights and responsibilities in a form prescribed by the Appellate Divisions, at the initial conference and prior to the signing of a written retainer agreement. . . . The attorney shall obtain a signed acknowledgment of receipt from the client. The statement shall contain the following:

STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES

An attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and the attorney please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled once you retain the attorney, you are responsible to ask your attorney. Your attorney should be readily available to represent your best interests and to keep you informed about your case.

An attorney may not refuse to represent you on the basis of race, creed, color, sex, sexual orientation, age, national origin or disability.

You are entitled to an attorney who will be capable of handling your case: show you courtesy and consideration at all times; represent you zealously; and preserve your confidences and secrets that you reveal in the course of the relationship to the extent permitted by law. You are responsible to communicate honestly, civilly and respectfully with your attorney.

If you are hiring an attorney you and your attorney are required to sign a written retainer agreement which must set forth, in plain language, the nature of the relationship and the details of the fee arrangement. Before you sign the retainer agreement, you are responsible to read it and ask the attorney any questions you have before you sign it. At your request, and before you sign the agreement, you are entitled to have your attorney clarify in writing any of its terms, or include additional provisions.

You are entitled to fully understand the proposed rates and retainer fee before you sign a retainer agreement, as in any other contract. The retainer fee you pay to the attorney, as is written in the retainer agreement, may not be enough money to pay for all the time that the attorney works on your case.

You may refuse to enter into any fee arrangement that you find unsatisfactory.

An attorney may not request a fee that is contingent on the securing of a divorce or on the amount of money or property that may be obtained.

An attorney may not request a retainer fee that is non-refundable. That is, should you discharge the attorney, or should the attorney withdraw from the case with Court permission before the retainer has been used up, the attorney is entitled to be paid commensurate with the work performed on your case and any expenses. The attorney must return to you any balance of the retainer that has not been used. However, the attorney may enter into a minimum fee arrangement with you that provides for the payment of a specific amount below which the fee will not fall based upon the attorney's handling of the case to its conclusion.

You are entitled to know the approximate number of attorneys and other legal staff members who will be working on your case at any given time and what you will be charged for the services of each.

You are entitled to know in advance how you will be asked to pay legal fees and expenses, and how the retainer, if any, will be spent.

You may be responsible at the beginning of the case or before or after the trial to contribute to or pay the other party's attorney's fees and other costs if the Court has ordered you to do so.

The other party may be responsible to contribute to or to pay your attorney's fees, if the Court orders the other party to do so. However, if the other party fails to pay the Court ordered fee, you are still responsible for the fees owed to your attorney and experts in your case.

You are required to pay for court filing fees, process servers as well as fees for expert reports, testimony, depositions and/or trial testimony and you may seek reimbursement from the other party.

If you engage in conduct which is found to be frivolous or meant to intentionally delay the case you could be fined or sanctioned and/or responsible for additional fees.

At your request, and after your attorney has had a reasonable opportunity to investigate your case, you are entitled to be given an estimate of approximate future costs of your case.

That estimate shall be made in good faith but may be subject to change due to facts and circumstances that develop during your case. There are no guarantees that the cost of your case will be as originally estimated.

You are entitled to receive a written, itemized bill on a regular basis, at least every 60 days.

You are expected to review the itemized bills sent to you by your attorney, and to raise any objections or errors in a timely manner in writing. Time spent in discussion or explanation of bills will not be charged to you.

You are responsible to be honest and truthful in all discussions with your attorney, and to provide all relevant information and documentation to enable her or him to competently prepare your case. Attorneys and clients must make reasonable efforts to maintain open communication during business hours throughout the representation. An attorney may seek to be relieved as your attorney if you are not honest and truthful with her or him.

You are entitled to be kept informed of the status of your case, and to be provided with copies of correspondence and documents prepared on your behalf or received from the court or your adversary.

Your attorney is required to discuss the following with you: a) the automatic orders that are in effect once either party files a summons with notice; b) the law that provides for the financial support of the children, the Child Support Standards Act, if you and the other party have children under the age of twenty-one, and c) the law that provides for the financial support of the parties, the Maintenance Guidelines Statute.

You are responsible to be present and on time in court at the time that conferences, oral arguments, hearings and trials are conducted unless excused by the Judge or the part rules of the assigned Judge.

You are entitled to make the ultimate decision on the objectives to be pursued in your case, and to make the final decision regarding the settlement of your case. Your attorney has the right to send you written communications if your attorney disagrees with how you want your case handled.

Your attorney's written retainer agreement must specify under what circumstances he or she might seek to withdraw as your attorney for nonpayment of legal fees. If an action or proceeding is pending, the court may give your attorney a "charging lien," which entitles your attorney to payment for services already rendered at the end of the case out of the proceeds of the final order or judgment. In some cases your attorney may exercise a "retaining lien" which, subject to Court proceedings, may allow them to keep your file as security.

You are under no legal obligation to sign a confession of judgment or promissory note, or to agree to a lien or mortgage on your home to pay for legal fees. Your attorney's written retainer agreement must specify whether, and under what circumstances, such security may be requested. In no event may such security interest be obtained by your attorney without prior court approval and notice to your adversary. An attorney's security interest in the marital residence cannot be foreclosed against you.

You are entitled to have your attorney's best efforts exerted on your behalf, but no particular results can be guaranteed.

If you entrust money with an attorney for an escrow deposit in your case, the attorney must safeguard the escrow in a special bank account. You are entitled to a written escrow agreement, a written receipt, and a complete record concerning the escrow. When the terms of the escrow agreement have been performed, the attorney must promptly make payment of the escrow to all persons who are entitled to it.

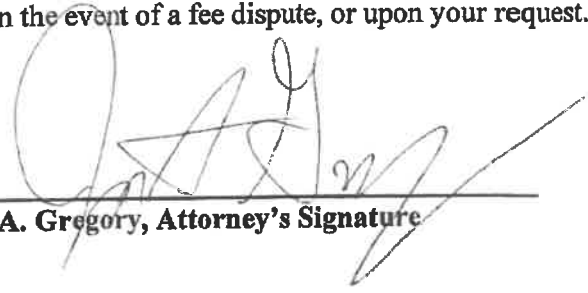
Once your Judgment of Divorce is signed, if you are re-retaining an attorney you must sign a new retainer agreement.

If you are expecting your attorney to prepare and file documents related to the transfer of a house, co-op, or lease, it must be specified in the retainer agreement. The signing of an agreement, or Court order that transfers title does not transfer a co-op apartment or a house. A separate document must be prepared and filed.

In the event of a fee dispute, you may have the right to seek arbitration pursuant to Part 137 of the Rules of the Chief Administrative Judge where the dispute involves a sum of more than \$1,000.00 or less than \$50,000.00 unless you agree otherwise. Your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.

Receipt Acknowledged:

Dated: 5/11/2021



James A. Gregory, Attorney's Signature

Dated: _____

Client's Signature

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2021 through June 30, 2022.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2021.

Date: _____

Date: 5/11/21

Clinton-Essex-Warren-Washington

Harris Beach, PLLC

By: _____
(Michael St. Pierre/Board President)
(Mark C. Davey/District Superintendent)

By: DOUGLAS GERHARDT
(Consultant/ Independent Contractor)

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

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2021 through June 30, 2022.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this
_____ day of _____ 2021.

Date: _____

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

By: _____

(Michael St. Pierre/Board President)
(Dr. Mark C. Davey/District Superintendent)

Date: May 5, 2021

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

By: 

(Consultant/ Independent Contractor)

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

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

BOCES desires to have certain services and activities described as follows: legal services and advice to assist in the administration of School business, hereinafter "SERVICES" during the period of July 1, 2021 - June 30, 2022.

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

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

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

5. School Attorney agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references.
6. School Attorney shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. INSURANCE: The School Attorney agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. BOCES agrees to pay the School Attorney \$205.00 per hour for attorney services and \$90.00 per hour for paralegal services performed for the period July 1, 2021 through June 30, 2022, unless this Agreement is terminated earlier as provided herein. The School Attorney shall submit an itemized bill for services performed on a quarterly basis. In addition, the School agrees to reimburse the School Attorney for the School's proportion of the annual registration fee for the NYS School Boards Legal Partners program, which permits the School Attorney cost-effective access to school law and related information for the School which is not available from any other source. School Attorney's fee shall be all inclusive, and shall be paid as follows: BOCES will render payment within 30 days after receipt of School Attorney's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. In addition to the payments to the School Attorney for services rendered, the School will pay or reimburse the School Attorney for the following expenses incurred in the performance of the School Attorney's duties.
 - (a) Photocopying, postage, and long distance phone charges incurred by the School Attorney on behalf of the School.
 - (b) Mileage for travel outside Clinton County at the rate of \$.51 per mile.
 - (c) Reasonable expenses for overnight lodging and meals while performing services for the School.
 - (d) Fees for services of legal process, court filing fees, witness fees, and other such costs and charges as are reasonably necessary in the pursuit of School Attorney's duties, or as may be incurred upon lawful direction of the Board of Education or its Superintendent.
10. INDEPENDENT CONTRACTOR: School Attorney is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
11. PUBLIC RETIREES: School Attorney agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
12. RESPONSIBILITY FOR TAXES: BOCES will provide School Attorney with Internal Revenue Service Form 1099. School Attorney is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
13. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an

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

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2021.

Date: _____

Date: _____

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

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

By: _____
Larry Barcomb, President

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

By: _____
Mark Davey, District Superintendent

ENC. 10

AGREEMENT BETWEEN “THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF CLINTON, ESSEX, WARREN AND WASHINGTON COUNTIES, a/k/a CHAMPLAIN VALLEY EDUCATIONAL SERVICES” AND THE “CLINTON COUNTY SHERIFF’S OFFICE” TO PROVIDE A SCHOOL RESOURCE OFFICER

This agreement, made this ____ day of _____, 2021 is by and between the Clinton County Sheriff’s Office, “County” herein, and Champlain Valley Educational Services, “CVES” herein, with principal offices at located 1585 Military Turnpike, Plattsburgh, NY 12901.

The Clinton County Sheriff’s Office shall provide CVES with a deputy sheriff, who shall be and remain an employee of the County at all times during the period of this Agreement, for the position of School Resource Officer. CVES shall reimburse the County for said services in accordance with the current Collective Bargaining Agreement, currently \$22 per hour plus FICA. The County will bill CVES monthly with backup showing the total hours worked by the deputy. CVES will reimburse Clinton County for job-related training of the SRO, including the cost of the training and hourly wage & FICA paid to the SRO for the training, not to exceed \$2,500. This contract shall commence July 01, 2021 and shall remain in effect through December 31, 2021.

The County agrees to provide CVES satisfactory evidence of Law Enforcement Liability Insurance naming CVES as additional insured.

The County agrees to defend, indemnify and save harmless CVES from any and all claim(s) arising out of services performed by the County hereunder, including those specifically arising out of negligent acts or omissions of the County’s officers, employees and agents, (if applicable) including any costs for legal services and the defense of any said claim(s).

This agreement may be terminated by either party, giving 30 (thirty) days written notice of its intention to terminate to the other party.

Clinton County does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or the provision of services.

CVES warrants that it complies with the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this contract; comply in all respects with the provisions of the Act and its implementing regulations.

The School Resource Officer can carry a firearm while on duty at CVES. For a School Resource Officer permitted to carry a firearm on school property, the School Resource officer may only engage in the use of force with such firearm where the defense of justification pursuant to New York Penal Law Article 35 applies to the use of such force. The defense of justification is defined in Section 35.05 et al of Article 35 of the New York Penal Law and shall govern the conduct of any School Resource Officer's carrying and/or use of a firearm on school property.

When practical, the School Resource Officer shall report all violations of law, school rules, regulations or policies to school administration and, where appropriate, to local law enforcement agencies. Notwithstanding the responsibility to report, the responsibility to discipline for violations of school rules, regulations or policies rests solely with the school administration.

Definition of a School Resource Officer (SRO):

1. Is a uniformed officer of the Clinton County Sheriff's Office, who will be operating a marked police vehicle, and who is responsible for safety and security on the school property.
2. The SRO will be responsible for providing a law enforcement role that will consist of enforcing state or local laws and ordinances. This may include making referrals to other county or state agencies that may be beneficial.
3. They will form a relationship with the student body that creates a positive role between the two to prevent the numbers of students needing juvenile delinquency referrals.

4. SROs are responsible for creating and maintaining a close partnership with open lines of communication between school officials, staff, students and parents/guardians.
5. School officers will be responsible for handling calls for service, complaints, investigations and arrests within their assigned schools.
6. SROs may also be required to give presentations on a variety of topics or teach the D.A.R.E. curriculum in their assigned building.
7. The role of school discipline is the responsibility of CVES Administration.

SIGNATURE OF THE PARTIES:

Champlain Valley Educational Services

By: _____ Date: _____
Dr. Mark C. Davey, District Superintendent

APPROVED BY:

By: _____ Date: _____
David N. Favro, Clinton County Sheriff

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____ Date: _____
Deputy County Administrator

APPROVED AS TO LEGAL FORM:

By: _____ Date: _____
County Attorney

COUNTY OF CLINTON

By: _____ Date: _____
Chairperson
Clinton County Legislature

ENC. 12

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

<u>Invoice#</u>	<u>Date of Invoice</u>	<u>Amount</u>	<u>Program</u>
053-20A	09/27/2019	\$1,132.16	CV-TEC: LPN Tuition
068-20A	09/27/2019	\$2,235.50	CV-TEC: LPN Tuition
Various	11/2019 - 06/2020	\$1,151.27 \$4,518.93	Health Insurance Co-Pay

ENC. 13

Committees

February 10, 2021 Audit Committee Meeting Highlights (informational) (attached)

ENC. 14

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

1. Name: Gretchen Gilbert
Position: Teacher Aide/Student Aide
Effective Date: June 1, 2021
Tentative Permanent Date: June 1, 2022
Annual Base Salary: \$17,844
Prorated Salary: \$1,703.70

ENC. 15

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

1. Name: Lori Jamil (*pending fingerprint clearance*)
Position: Employment & Training Counselor
Effective Date: June 14, 2021
Annual Base Salary: \$42,040
Prorated Amount: \$2,102
2. Name: Randy Lozier
Position: Interscholastic Athletics Coordinator (Assignor) 40%
Effective Date: July 1, 2021
Prorated Salary: \$19,818

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

ENC. 13

Champlain Valley Educational Services Audit Committee - Meeting Minutes February 10, 2021 - 5:00 p.m., Virtual Meeting via WebEx

Present: Richard Harriman, Sr., Audit Committee Member
Linda Gonyo-Horne, Audit Committee Member
Thomas McCabe, Audit Committee Member (arrived 5:10 p.m.)
Eric Bell, Assistant Superintendent for Management Services
Dr. Mark Davey, District Superintendent (Remote)
Christine Myers, BOCES Treasurer (Remote)

Meeting began at 5:04 p.m.

1. Welcome

Dr. Davey thanked the Board members for their presence and their participation with the Audit Committee.

2. Approved the minutes from December 9, 2020 Audit Committee Meeting

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

3. External Audit Year-End June 30, 2021

Mr. Bell discussed the external audit. CVES is in year two of the three-year External Audit RFP with an option to continue an additional two years. Because of the level of CVES' organization for the audit and their relationship with CVES over many years, West and Company was able to hold their rate flat for the span of the RFP. They will be attending the Pre-Audit Meeting during the next Audit Committee Meeting.

4. Internal Audit for 2021-2022 – Exemption or Not

Mr. Bell discussed the option to again claim the annual exemption for an internal audit. It is the recommendation of the CVES team to take the exemption due to cost savings and the concurrent audit being performed by the Office of the New York State Comptroller. They feel it would be wise to take advantage of the savings while going through this full scale OSC audit.

Last year, the Audit Committee outlined a plan for CVES to perform an internal audit in the spring of 2020. Due to the shutdown caused by COVID-19, the audit was not performed. This year the OSC audit will look at CVES' financial records in depth. In future years, Mr. Bell suggested performing an in-house internal audit of clubs and reporting the findings to the Audit Committee.

With a recommendation from the Audit Committee, the Board will be asked to accept the exemption.

Motion to recommend the exemption from an internal audit (Linda Gonyo-Horne, 1st, Richard Harriman, Sr., 2nd). Motion carried.

5. 2020-2021 Reserve Plan

Mr. Bell reviewed the handout, 'Report on Reserve Fund Balances as of 6/30/20'.

Unemployment Reserve:

Due to a number of employees filing for unemployment while receiving their full pay, unemployment claims are in excess of \$50,000. CVES is fighting these claims as they do not meet qualifications. CVES' labor associations do not condone this practice and after a memorandum was issued to employees, many

claims ceased. Unfortunately, The Department of Labor has continued to pay employees for months following the notification of the invalidity of the claims.

On a positive note, Dr. Davey received notification that per New York State Department of Labor's Divisional Budget, unemployment costs would be fully covered by New York State. Mrs. Gonyo-Horne asked if CVES would continue to fight the invalid unemployment claims even after reimbursement from the State. Mr. Bell assured her that CVES would continue to take all steps necessary to dispute the charges. CVES is not anticipating having to absorb the additional \$53,000 unemployment cost but should it become necessary, it would be pulled from the Unemployment Reserve.

Dr. Davey shared that CVES was notified to be alert for fraudulent unemployment claims. Mr. Bell and team have been looking very closely at claims and contacting individuals to verify their claim's authenticity. This practice has caught a small number of fraudulent claims.

Employee Benefit Accrued Liability Reserve:

During negotiations with several of CVES' labor units, a sick leave payout at retirement was established. This was provided as an incentive for establishing insurance contributions in retirement and the removal of Medicare fee reimbursement in retirement. Sick leave payouts in lieu of retirement insurance costs are beneficial as payouts are disbursed from a reserve versus retirement insurance costs, which are disbursed from the Administrative budget. CVES would like to build the Employee Benefit Accrued Liability Reserve to the level of liability. At the end of June 2020, the actuarial analysis of CVES' contracts put the liability at over \$1.6 million. Current reserves are at \$600,000 so this would be a prime target to fund at the end of the year if funds are available.

TRS Sub-Fund Reserve:

Funding for this reserve is limited to 2% of the annual TRS salaries for 5 years, for a maximum of 10%. CVES has two years of funding in the reserve. Because funding is capped at 2% each year, annual funding is recommended. The reserve could be quickly depleted and rebuilt by only 2% annually.

CTE Reserve –

This reserve will be increased by approximately \$750,000 to \$800,000 due to the sale of CVES' Plattsburgh Aeronautical Institution equipment. \$800,000-\$850,000 is the maximum increase per year to this reserve.

6. OSC Audit Update

The OSC Audit began in December. The auditors have been working on the risk assessment process to develop a plan for their audit. In January, the Comptroller's office began a statewide audit of COVID related expenses, and the auditors have been temporarily reassigned. CVES' audit has been put on hold until the auditors complete the new statewide audits they have been assigned.

7. Next meeting is May 12, 2021 at 5:00 p.m., ISC, Plattsburgh

8. Meeting adjourned at 5:30 p.m.

ENC. 16

Recommend that the Board appoint the following person(s) to a Temporary Appointment for the 2021-22 school year:

1. Name: Anika Craig
Position: Animal Science Teacher
Effective Date: September 1, 2021 through June 30, 2022
Certification Status: Biology 7-12, Initial Certificate
Annual Base Salary: \$48,365
2. Name: Alyssa Restrepo
Position: Special Education Teacher
Effective Date: September 1, 2021 through June 30, 2022
Certification Status: Teaching Assistant Level 1 (*teaching certification pending*)
Annual Base Salary: \$45,365
3. Name: Christina Lashway (*pending fingerprint clearance*)
Position: Special Education Teacher
Effective Date: September 1, 2021 through June 30, 2022
Certification Status: Uncertified
Annual Base Salary: \$45,365
4. Name: Jenna Broeker (*pending fingerprint clearance*)
Position: Teacher of the Deaf
Effective Date: September 1, 2021 through June 30, 2022
Certification Status: Uncertified
Annual Base Salary: \$45,365

ENC. 17

Recommend that the Board appoint the following person(s) to a Part-Time Hourly Appointment for the 2021-2022 school year:

Teaching Assistant \$16.50/hour
Amanda Crafts

ENC. 18

Recommend that the Board approve the following Temporary Grant Appointment(s) from June 10, 2021- June 30, 2021 as follows:

1. Nathan Billups, Work Study Student, not to exceed 40 hours, at \$12.50/hour
2. Alexa Lovely, Work Study Student, not to exceed 40 hours, at \$12.50/hour

Recommend that the Board approve the following Temporary Grant Appointment(s) from July 1, 2021- December 30, 2021:

1. Nathan Billups, Work Study Student, not to exceed 160 hours, at \$12.50/hour
2. Alexa Lovely, Work Study Student, not to exceed 160 hours, at \$12.50/hour

ENC. 19

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

Stipend Positions, Compensation per collective bargaining agreement

Lance Sayward	Maple Sugar Stipend – YD
Roxanna Palmer	Yearbook – YD

Continuation of normal work day duties, Hourly rate of pay

Cristina Bordeau	not to exceed 50 hours
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ENC. 20

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

Registered Nurse, hourly rate of pay per contract

Stacey Smart	WAF
Dawn Abar	WAF
Kelly Gowett	WAF

Registered Nurse, \$34/hour

Laurel Colvin	WAF (<i>pending fingerprint clearance</i>)
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Teacher Aide/Student Aide, hourly rate of pay per contract

Gretchen Gilbert	WAF
Jessica Willette	WAF

Teacher Aide/Student Aide, \$15/hour

Jacob Cummings	WAF
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Certified Occupational Therapist Assistant, hourly rate of pay per contract

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

Joan Hubbard	WAF
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Teaching Assistant, hourly rate of pay per contract

Melissa Smith	WAF
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Teaching Assistant, \$27/hour

Andrea Earley	WAF
---------------	-----

Teacher, hourly rate of pay per contract

Chelsea Benway	WAF
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ENC. 21

Recommend that the Board approve the following 2021 Summer Work:

Summer Auto-Body Technician \$50/hour

Thomas Tedford	not to exceed 50 hours
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Summer Electrician, \$50/hour

Fredric Johnson	not to exceed 80 hours
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TCI Trainer Curriculum, hourly rate per contract

Crystal Rhino	not to exceed 18 hours
Joanne Beaudry	not to exceed 18 hours
Kim Denton	not to exceed 18 hours
Heidi Wells	not to exceed 18 hours

CALM Trainer-Curriculum (ABA), hourly rate per contract

Chris Falvey	not to exceed 6 hours
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Curriculum Development, hourly rate per contract

William Fish	not to exceed 2 hours
Jennifer Haley	not to exceed 14 hours
Tina Leduc	not to exceed 14 hours
Alix Geoffroy	not to exceed 2 hours
Sara Spring	not to exceed 2 hours
Madeline Seller	not to exceed 2 hours
Christina Lashway	not to exceed 2 hours
Robin Douglass	not to exceed 20 hours
Cherie Passno	not to exceed 32 hours
Joanne Beaudry	not to exceed 20 hours
Melissa Gough	not to exceed 12 hours
Sheilah Boyea	not to exceed 12 hours
Tom Daly	not to exceed 18 hours
Kim Mayer	not to exceed 18 hours

PBIS Committee Work, hourly rate per contract

Allison Bola	not to exceed 6 hours
Sheilah Boyea	not to exceed 6 hours
Roxanna Palmer	not to exceed 6 hours
Emily Norwood	not to exceed 6 hours
Tina Leduc	not to exceed 6 hours
Heather Agoney	not to exceed 6 hours
Kara Velie	not to exceed 6 hours
Amanda Keefe	not to exceed 6 hours

Transition Services, hourly rate per contract

Christina Bordeau	not to exceed 240 hours
Jordan Doherty	not to exceed 240 hours
Amanda Cole	not to exceed 240 hours
Elizabeth Lennon	not to exceed 240 hours

ENC. 21 CONTINUED

Andrew Brousseau	not to exceed 240 hours
Penny Bowers	not to exceed 240 hours
Sam Sanders	not to exceed 240 hours
Julie Merritt	not to exceed 240 hours
Maiya Giroux	not to exceed 240 hours
Kristin Forttrell	not to exceed 240 hours
Amy Ladue	not to exceed 240 hours

Transition Services, \$16.50/hour

Amanda Crafts	not to exceed 240 hours
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Special Education Job Fair, hourly rate per contract

Chris Falvey	not to exceed 6 hours
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Special Education Job Fair, hourly rate of pay

Jessica Willette	not to exceed 6 hours
Stacey Yelle	not to exceed 6 hours

Continuation of normal work day duties, Hourly rate of pay

James Anderson	not to exceed 60 hours
Brigitte Phillips	not to exceed 120 hours
Kim Denton	not to exceed 20 hours
Toni Perez	not to exceed 20 hours

Classroom Move/Setup, hourly rate of pay

Anika Craig	not to exceed 12 hours
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ENC. 22

Recommend that the Board approve the following Facilitator(s) & Scorer(s):

Facilitators for the period of June 10, 2021 – June 30, 2021:

Facilitators, \$30/hour

Maura Trombley
Nicholas Hebert
Tonya Robinson
Amy Dermody
Lori Jamil

Facilitators for the 2021-22 school year:

Facilitators, \$30/hour

Melissa Adams
Athena Angelos
Joanne Beaudry
Bonnie Berry
John Bill
Mark Blower

ENC. 22 CONTINUED

Mark Brown
Gregory Camelo
Pete Castine
Holley Christiansen
Teresa Cioppa
Mary Clackler
Sanford Coakley
Brad Countermine
Deborah Daly
Carol Dandrow
Jennifer Daniels
Heather Deans
Joy Demarse
Kim Denton
Cheryl Dodds
Brenda Drummond
Penny Favreau
Kaitlin Fielder
Theresa Figoni
Sarah Fink
Scott Fairchild
Susanne Ford-Croghan
Jacquelyn Germain
Bonnie Gregware
Andrya Heller
Kathleen Howard
Tracey Howard
Karen Irwin
Paul Jebb
Tammy LaBombard
Jackie LaPoint
Melissa LaVallee
Dean Lincoln
Laurie Martin
Kim Mayer
Ann Mazzella
Christopher Mazzella
Donald Olcott
Kim Oleary
Joanna Orr
Sonal Patel-Dame
Brigitte Phillips
Cheryl Phillips
Rachel Ribis
Mary Elaine Rice
Joyce Rovers
Charlene Rydgren
Ann Schmitt

ENC. 22 CONTINUED

A. Paul Scott
Rebecca Shuman
Dave Slater
JoAnne Slater
Susan Stafford-Gough
Rhona Stoffel
Theresa Tregan
Angie Waldron
Elaine Whitcomb
Sandra Wilkins
Michael Zent

Scorers for the 2021-22 school year:

Scorers, \$20/hour:

Bonnie Berry
Elizabeth Bosworth
Pete Castine
Holley Christiansen
Terri Cioppa
Mary Clackler
Deborah Daly
Carol Dandrow
Heather Deans
Joy Demarse
Cheryl Dodds
Brenda Drummond
Jennifer Dyer
Kaitlin Fielder
Theresa Figoni
Mona Goldenberg
Bonnie Gregware
Tracey Howard
Cheryl Hutchins
Karen Irwin
Paul Jebb
Anne King
Leslie LaBarge
Samantha Lavigne
Laurie Martin
Cheryl Phillips
Mary Elaine Rice
Joyce Rovers
Joanne Slater
Susan Stafford-Gough
Theresa Tregan
Angie Waldron
Elaine Whitcomb

ENC. 23

Recommend that the Board approve the following list of Substitute and Temporary-On-Call appointments for the 2021-22 school year:

<u>Name</u>	<u>Title</u>
Sanford Coakley	Principal
Christopher Mazzella	Principal
Thomas Ryan	Principal

ENC. 24

Recommend that the Board re-certify the following program for Career & Technical Education, which may lead to a technical endorsement on a student's Regents diploma, and will permit the awarding of academic credit for these programs, contingent upon the State Education Department approval.

	<u>Original Approval</u>	<u>Re-Approval</u>
1. Natural Resource Management	2006	2011, 2016

ENC. 25

The following Revised Policy was provided to the CVES Board for a First Reading:

#5300 Code of Conduct (attached)

ENC. 26

The 2020-21 Reserve Plan Summary, updated May 12, 2021 (attached), was shared with the Board for informational purposes only.

ENC. 27

Recommend that the Board approve the following resolution:

WHEREAS, the Board has an Employee Benefit Accrued Liability Reserve Fund ("EBALR Fund") to hold monies to pay to costs of Employee Benefits as permitted in General Municipal Law Section 6-p for future payments, and

WHEREAS, on June 12, 2019 the BOCES approved continued use of and new deposits into its EBALR Fund to pay the cost of future retiree benefits payable through the EBALR Fund, and

WHEREAS, the EBALR Fund still has a balance of \$601,637.48 and

WHEREAS, recent contract settlements have included sick leave buyouts,

RESOLVED, that out of the surplus monies of said BOCES on hand for the year 2020-2021 and not otherwise appropriated, a sum not to exceed \$400,000 be appropriated for the EBALR Fund of CVES and that the District Treasurer, with the approval of the District Superintendent is authorized, empowered and directed to transfer from surplus funds of CVES a sum not to exceed \$400,000, to the fund and it is further

RESOLVED, that such additional sums as there may thereafter be appropriated shall become part of the EBALR Fund, and it is further

ENC. 27 CONTINUEUD

RESOLVED, that this reserve shall be accounted for in the General Fund of the BOCES and it is further
RESOLVED, that within sixty (60) days after the end of any fiscal year, excess amounts may either be transferred to another reserve or the excess applied to the appropriation of the next succeeding fiscal year's budget, and it is further

RESOLVED, that the expenditures from the EBALR Fund may be made for the purposes specified in General Municipal Law Section 6-p and related statutes and regulations.

ENC. 28

Recommend that the Board approve the following resolution:

WHEREAS, the BOCES has a Retirement Contribution Reserve Fund (RCR) as permitted in General Municipal Law Section 6-r to fund employer retirement contributions to the State and Local Employees' Retirement System (ERS); and

WHEREAS, the BOCES has approved the establishment of the Retirement Contribution Reserve – TRS Sub-Fund as permitted in the General Municipal Law Section 6-r to fund employer retirement contributions to the NYS Teachers' Retirement System (TRS); and

WHEREAS, the BOCES wishes to fund the TRS Sub-Fund Reserve,

BE IT THEREFORE RESOLVED that the BOARD authorizes and directs the Treasurer to use surplus funds in the amount of \$190,943.00, equivalent to 2% of the 2019-2020 TRS Billable Earnings, to the Retirement Contribution Reserve – TRS Sub-Fund.

Recommend Revised Policy
– 1st Reading

Champlain Valley Educational Services

CODE OF CONDUCT

Adopted:

CVES CODE OF CONDUCT

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CODE OF CONDUCT

CVES Mission Statement

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

CVES Vision Statement

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

Core Beliefs

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

Public Non-Discrimination Notice:

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

Civil Rights Compliance Officer

Mr. James McCartney III

518 Rugar Street

Plattsburgh, NY 12901

(518) 561-0100 Ext. 243

McCartney_James@cves.org

[Appointed through July 31, 2021](#)

Civil Rights Compliance Officer

Dr. Grace Stay

3092 Plank Road

Mineville, NY 12956

(518) 942-6691 Ext. 100

Stay_grace@cves.org

504 Compliance Officer

Mr. Matthew Slattery

1585 Military Turnpike

Plattsburgh, NY 12901

(518) 561-0100 Ext. 291

Slattery_matt@cves.org

Civil Rights Compliance Officer

TBD

Plattsburgh, NY 12901

(518) 561-0100 Ext. 243

@cves.org

[Effective August 1, 2021](#)

I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Firearm: as defined by Gun-Free Schools Act (18 USC Section 921) means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of such weapon, any firearm muffler or silencer, or any "destructive device" (i.e., any explosive, incendiary, or poison gas, including bombs, grenades, rockets or other similar devices).

Functional Behavioral Assessment (FBA): the process of determining why a student engages in behaviors that impede learning and how the student's behavior relates to the environment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Loitering: wandering or standing without purpose.

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

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

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

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

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

Removal :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Violent Student: an individual who:

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

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

III. INDIVIDUAL RIGHTS AND RESPONSIBILITIES

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

CVES STUDENT RIGHTS AND RESPONSIBILITIES

RIGHTS

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

RESPONSIBILITIES

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

IV. ESSENTIAL PARTNERS IN CREATING A POSITIVE SCHOOL CLIMATE

All parents and Persons in Parental Relation are expected to:

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

All teachers are expected to:

1. Establish and sustain a safe, orderly, and productive classroom environment by establishing and sustaining reasonable expectations for student conduct within their classroom and program;
2. Enforce the Code of Conduct with their students and engage with appropriate others to ensure that student conduct matters are resolved promptly and fairly;
3. Refrain from creating or enabling a hostile learning/work environment;
4. Maintain a climate of mutual respect and dignity, which will strengthen student's self-concept and promote confidence to learn;
5. Be prepared to teach;
6. Demonstrate interest in teaching, concern for student well-being, achievement and educational progress, and respond appropriately to the individual needs of each student;
7. Be knowledgeable of, and be able to, apply effective classroom/building behavior management techniques, Therapeutic Crisis Intervention for Schools (TCIS) philosophy and techniques, as well as CALM philosophy and techniques for the ABA program;
8. Fulfill those duties which are important to each student's emotional, social, behavioral and academic progress, including but not limited to:
 - a. course objectives, lesson plans, draft IEPs, and other related documents

- b. marking/grading procedures
 - c. assignment deadlines
 - d. expectations for students
 - e. classroom discipline plan
 - f. behavior management system.
9. Communicate regularly with students, parents, person(s) in parental relation and other teachers concerning growth and achievement.
 10. Adhere to and enforce the Code of Conduct for CVES or district-based school.
 11. Maintain a professional atmosphere and appearance and use language appropriate for their professional position that does not detract from the educational environment.

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

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

All school administrators are expected to:

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

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

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

All other CVES staff is expected to:

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

The DASA Coordinator is expected to:

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

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

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

V. INDIVIDUAL CIVILITY

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

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

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

ACCEPTABLE USE POLICY (AUP)

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

ELECTRONIC DEVICES

Students are prohibited from using any device which electronically communicates, sends, receives, stores, reproduces or displays voice or text communication or data (inclusive of media transmissions) during the school day, except as expressly permitted in connection with authorized use. While students are permitted to possess such devices during the school day, they are prohibited from using them in any manner which disrupts the educational environment/process. If a student violates this policy, then he/she is subject to discipline under this provision or any other provision in the CVES Code of Conduct that may be applicable to the circumstances involved. Any electronic device that is permitted on school property is encouraged to be kept on the person and used in a responsible, non-disruptive manner.

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

STUDENT DRESS CODE

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

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

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

While the CVES administration may require students participating in physical education classes to wear certain types of clothing such as sneakers, socks, shorts and tee shirts, they may not prescribe a specific brand which students must buy.

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

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

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

VI. PROHIBITED CONDUCT

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

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

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

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

A. Engaging in Disorderly Conduct

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

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

B. Engaging in Conduct that is Insubordinate or Disruptive

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

1. Failing to comply with the reasonable directions of teachers, school administrators or other CVES employees or otherwise demonstrating disrespect;
2. Missing or leaving school or class without permission;
3. Endangering the health and safety of other individuals or interfering with the educational process or CVES activities by means of inappropriate appearance or behavior as per CVES Code of Conduct;
4. Interfering with the authority of the teacher or other CVES personnel;

5. Participating in public displays of affection on school property, including school sponsored events.

C. Engaging in Conduct that is Violent

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

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

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

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

1. Lying, deceiving or giving false information to school personnel;
2. Stealing CVES property or the property of other students, school personnel or any other individual lawfully on school property or while attending a school function;
3. Discrimination, which includes the use of race, gender (identity and expression), ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, appearance, socio-economic status or disability as a basis for treating another in a negative manner;
4. Harassment or bullying, as defined in this code of conduct or violation of the Dignity for All Students Act (DASA).
5. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm and/or emotional discomfort; for example, "play" fighting, extortion of money, overt teasing, etc.;
6. "Cyberbullying, as defined by this code of conduct or the Dignity for All Students Act (DASA). Such acts include for example use of texts, emails, or social media to harass or bully students.
7. Sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, taking, sending or receiving sexually explicit videos, pictures or auditory recordings and other verbal or physical conduct or communication of a sexual nature;
8. Displaying signs of gang affiliation or engaging in gang-related behaviors that are observed;
9. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any CVES or school sponsored activity, organization, club or team;
10. Possessing, using, viewing, selling or distributing obscene material;
11. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging alcoholic beverages, tobacco, tobacco products, electronic cigarettes, vaping devices, vaping components, vaping fluids, illegal substances, or being under the influence of any of these. "Illegal substances" include, but are not limited to: inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, lookalike drugs, and any substances commonly referred to as "designer drugs";

12. Possessing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging drug paraphernalia;
13. Use of products in a manner other than intended by the manufacturer;
14. Inappropriately possessing, using, sharing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging prescription and over-the-counter drugs;
15. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing, or exchanging "look-alike drugs"; or, possessing or consuming (without medical authorization), selling, attempting to sell, distributing or exchanging other substances such as dietary supplements, weight loss pills, etc.;
16. Gambling and gaming, including online activities;
17. Inappropriate touching and/or indecent exposure;
18. Initiating or reporting warning of fire or other catastrophe without valid cause, misusing 911, or tampering with emergency devices;
19. Violating privacy when using school restroom facilities.
20. Creating or enabling a hostile learning/work environment.
21. Violating the Student Driver or Passenger Procedures.
22. Throwing or causing to be airborne, any object, tool, or material that could distract or cause injury to others.

E. Engaging in Misconduct While Utilizing School-Provided Transportation

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

F. Engaging in any Form of Academic Misconduct

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

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

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

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

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

VII. STUDENT DISCIPLINE: CONSEQUENCES AND PROCEDURES

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

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

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

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

Disciplinary Consequences

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

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

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

CONSEQUENCE	AUTHORIZED PERSONNEL
1. Verbal Warning	Any member of CVES staff
2. Written Warning/Referral	Educational program staff

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

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

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

VIII. STUDENTS' DUE PROCESS RIGHTS

Procedures

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

Suspension from Extracurricular Activities and/or Transportation Related Thereto

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

In-School Detention

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

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

Formal Removal of Disruptive Students by a Teacher

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

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

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

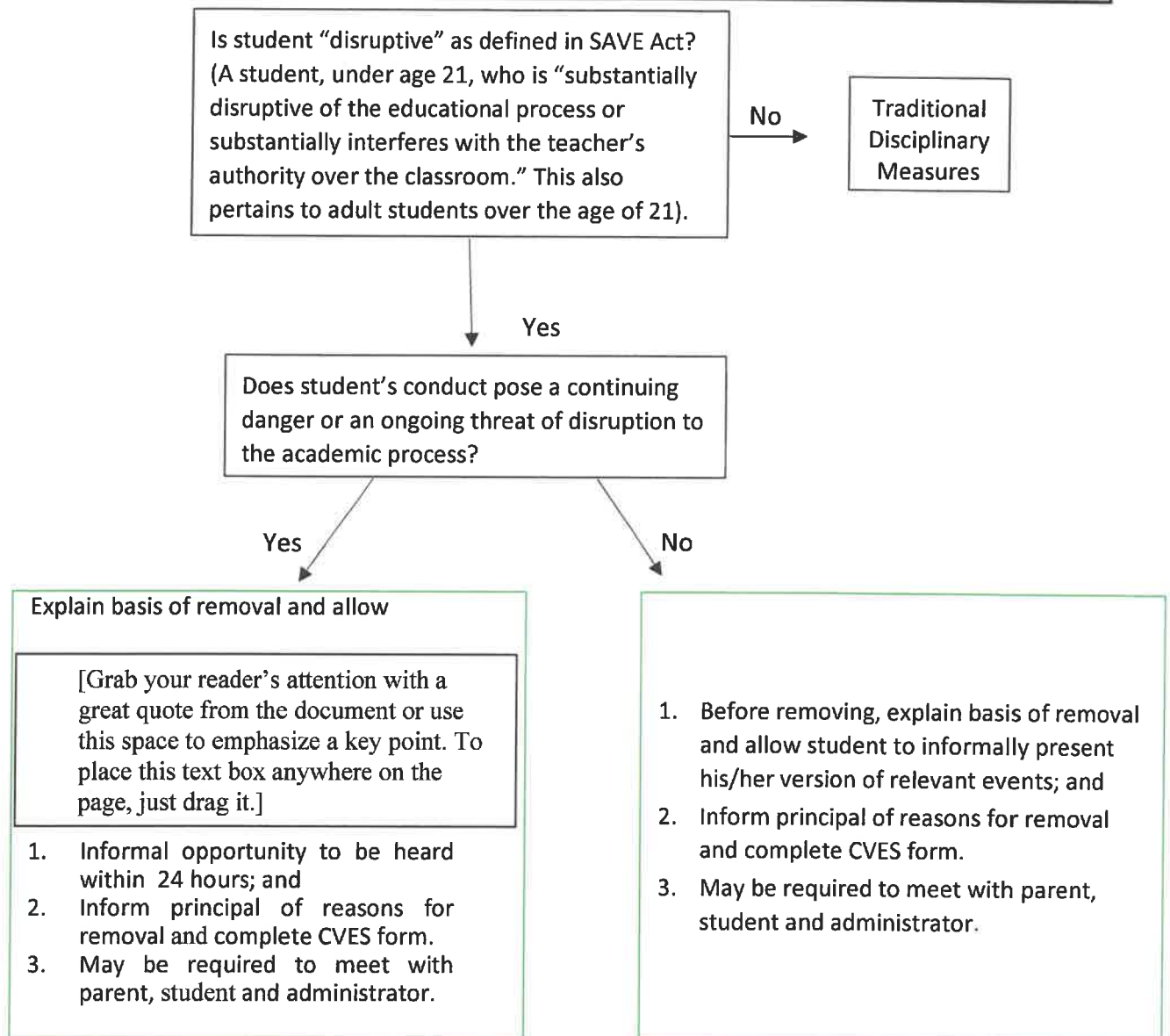
The procedural requirements for a formal removal by a teacher of a student are:

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

present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's formal removal by a teacher. If such 48-hour period does not end on a school day, it shall be extended to the corresponding time on the second school day next following the pupil's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal;

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

FORMAL REMOVAL OF DISRUPTIVE STUDENT BY TEACHER



PRINCIPAL/SUPERVISOR RESPONSIBILITIES

TRIGGERED BY TEACHER REMOVAL

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

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

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

- a. The charges against the student are not supported by substantial evidence.

- b. The student's formal removal is otherwise in violation of law or the provisions of this Code of Conduct.
- c. The conduct warrants suspension and a suspension will be imposed.

Suspension from School

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

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

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

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

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

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

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

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

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

IX. MINIMUM PERIODS OF SUSPENSION

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

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

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

B. *Committing violent acts*

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

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

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

X. REFERRALS

A. Supportive Services

CVES may make recommendations for supportive services.

B. PINS Petitions

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

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

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

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

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

XI. DISCIPLINING STUDENTS WITH DISABILITIES

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

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

Authorized Suspensions or Removals of Students with Disabilities

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

- (a) *Behavioral intervention plan* means a plan that is based on the results of the functional behavioral assessment and, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs and intervention strategies that include positive behavioral supports and services to address the behavior.
- (b) *Committee on special education or CSE* means a committee on special education, subcommittee on special education, or other multidisciplinary team established in accordance with Education Law section 4402 or, in the case of a preschool student with a disability, the committee on preschool special education.
- (c) *substance* means a drug or other substance identified under schedule I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. section 812) (United States Code, 2006 edition, volume 13; Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-9328; 2008 - available at the Office of Counsel, New York State Education Department, State Education Building Room 148, 89 Washington Avenue, Albany, NY 12234).

- (d) *Day* shall mean a calendar day, except where a school day or business day is specified.
 - (1) *School day* means any day, including a partial day that students are in attendance at school for instructional purposes. The term *school day* has the same meaning for all students in school, including students with and without disabilities.
 - (2) *Business day* means Monday through Friday, except for Federal and State holidays (unless holidays are specifically included in the designation of business day).
- (e) *Disciplinary change in placement* means a suspension or removal from a student's current educational placement that is either:
 - (1) for more than 10 consecutive school days; or
 - (2) for a period of 10 consecutive days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year; because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and because of such additional factors as the length of each suspension or removal, the total amount of time the student has been removed and the proximity of the suspensions or removals to one another. The school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.
- (f) *Expedited due process hearing* means an impartial hearing conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.11 of this Part.
- (g) *Expedited evaluation* means an individual evaluation conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.6 of this Part.
- (h) *Functional behavioral assessment* means a functional behavioral assessment as defined in section 200.1(r) of this Title.
- (i) *Illegal drug* means a controlled substance, but does not include a controlled substance legally possessed or used under the supervision of a licensed health-care professional or a substance that is otherwise legally possessed or used under the authority of the Controlled Substances Act or under any other provision of Federal law.
- (j) *Impartial hearing officer* means an impartial hearing officer as defined in section 200.1(x) of this Title who is appointed to conduct an impartial hearing or expedited due process hearing pursuant to Education Law section 4404(1). Such term shall not include a hearing officer designated by a superintendent of schools to conduct a superintendent's hearing pursuant to Education Law section 3214(3)(c).
- (k) *Interim alternative educational setting or IAES* a temporary educational placement, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. A student who is placed in an IAES shall:
 - (3) continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and
 - (4) receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.
- (l) *Removal means:*
 - (3) a removal of a student with a disability for disciplinary reasons from that student's current educational placement, other than a suspension as defined in subdivision (r) of this section; and
 - (4) the change in placement of a student with a disability to an IAES by an impartial hearing officer pursuant to section 201.8 of this Part. Such term shall also include the change of placement of a student with a disability to an IAES pursuant to section 201.7(e) of this Part made in conjunction with a suspension.
- (m) *Serious bodily injury* means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.
- (n) *Student presumed to have a disability for discipline purposes* means a student who the school district is deemed to have knowledge was a student with a disability before the behavior that precipitated disciplinary action under the criteria in section 201.5(b) of this Part.

- (o) *Student with a disability* means a student with a disability as defined in section 200.1(zz) of this Part or a preschool student with a disability as defined in section 200.1(mm) of this Part.
- (p) *Superintendent or superintendent of schools* means a superintendent of schools of a school district, including a community superintendent, or the chief school officer of an approved private school. Such term does not include a district superintendent of schools.
- (q) *Superintendent's hearing* means a disciplinary hearing conducted pursuant to Education Law section 3214(3)(c) and (g) by a superintendent of schools, or a hearing officer designated by a superintendent of schools, to determine whether a student should be suspended from instruction for more than five consecutive school days.
- (r) *Suspension* means suspension pursuant to Education Law section 3214(3)(a) through (d).
- (s) *Weapon* means a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half inches in length.

201.7 General procedures for suspensions and removals of students with disabilities

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

to 45 school days, but not to exceed the period of suspension ordered by the superintendent in accordance with Education Law, section 3214(3), where the student:

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

Referral to law enforcement and judicial authorities

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

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

XII. CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS

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

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

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

Emergency Interventions

CVES holds the belief that the classroom teacher is the key person responsible for the maintenance of acceptable discipline among students. A well-planned program that keeps students occupied with work that is meaningful, interesting and challenging is the best means of preventing disruptive behavior by students. The Board recognizes, however, that under certain circumstances, a classroom teacher, teacher aide, student support service personnel, supervisor or administrator may find it necessary to resort to reasonable and prudent physical restraint in maintaining order in or on school premises.

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

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

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

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

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

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

XIII. STUDENT SEARCHES AND INTERROGATIONS

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

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

Lockers

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

Questioning of Students by School Officials

School officials or designees have the right to question students regarding any violations of school rules or illegal activity. In general, administration may conduct investigations concerning reports of misconduct which may include, but are not limited to, questioning students, staff, parents/person(s) in parental relation, or other individuals as may be appropriate and, when necessary, determining disciplinary action in accordance with applicable due process rights.

Should the questioning of students by school officials focus on the actions of one particular student, the student

will be questioned, if possible, in private by the appropriate school administrator. The student's parent/guardian may be contacted.

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

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

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

Law Enforcement Officials

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

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

Interrogation of Students by Law Enforcement Officials

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

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

Child Protective Services' Investigations

From time to time, Child Protective Services (CPS) may desire to conduct interviews with students on school property. Such interviews generally pertain to allegations of suspected child abuse and/or neglect. CPS will have access to students at school only when there is a court order, parental consent has been obtained or where there is a documented reasonable basis to show that abuse and imminent danger exist.

XIV. VISITORS TO THE SCHOOLS

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

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

XV. PUBLIC CONDUCT ON CVES PROPERTY

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

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

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

Prohibited Conduct

No individual, either alone or with others, shall:

1. intentionally injure any person or threaten to do so;
2. intentionally damage, destroy or remove without authorization CVES property or the personal property of a student, teacher, administrator, other CVES employee or any person lawfully on CVES property;
3. disrupt the orderly conduct of classes, CVES programs, other CVES activities, or other CVES work sites/internships;
4. distribute or wear materials on CVES grounds or at CVES functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program or CVES workplace;

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

Penalties

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

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

Enforcement

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

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

If the person's conduct poses an immediate threat of injury to persons or property, the School

Administrator/designee may have the individual removed immediately from CVES property or the CVES function. If necessary, local law enforcement authorities may be contacted to assist in removing the person.

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

XVI. DISSEMINATION AND REVIEW

Dissemination of Code of Conduct

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

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

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

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

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

The administration shall develop guidelines in regard to:

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

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

Adopted September 9, 2020

ENC. 26



CENTRAL ADMINISTRATION

518-561-0100

District Office
Management Services
Business Office
Employee Services

FAX 518-562-1471

FAX 518-561-9382

FAX 518-324-6612

CVES MISSION

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

2020-2021 RESERVE PLAN SUMMARY

Updated (May 12, 2021)

Reserve funds in a BOCES are mechanisms for accumulating cash for the specific purpose of offsetting unanticipated financial impacts and certain retirement costs that could have an adverse effect on BOCES budgets and the education of our component district students. The practice of planning and systematically saving for these unplanned or larger financial occurrences is considered prudent management.

Most reserve funds are established to provide resources for an intended future use. An important concept to remember is that a reserve fund should be established with clear intent or plan in mind regarding the future purpose, use, and when appropriate, replenishment of funds from the reserve. Reserve funds should not be merely a “parking lot” for excess cash or fund balance. Local governments and school districts should balance the desirability of accumulating reserves for future needs with the obligation to make sure tax payers are not overburdened by these practices. A clear purpose or intent should exist for reserve funds that aligns with statutory authorizations.

A BOCES is limited in the types of reserves that can be maintained per General Municipal Law (GML). Each statute that authorizes a BOCES reserve fund sets forth a particular purpose for the fund. For example, provisions of the General Municipal Law (the GML) allows BOCES to establish a retirement contribution reserve for paying retirement contributions payable to NYS Employees’ Retirement System. The GML also authorizes the establishment of an employee benefit accrued liability reserve for the payment of the monetary value of accumulated, unused leave time to employees upon separation from service. Planning today and saving incrementally for expected future events can help mitigate the financial impact of major, nonrecurring or unforeseen expenditures on the annual operating budget. Establishing and funding allowable reserve funds for a clear purpose can help smooth out spokes in the annual budget.

Source: Office of the New York State Comptroller-Local Management Guide for Reserves

<http://www.osc.state.ny.us/localgov/pubs/lmgg/reservefunds.pdf>

UNEMPLOYMENT INSURANCE RESERVE

Creation: This long-standing reserve was established prior to 1997 with a formal reserve methodology adopted through board resolution on August 26, 2009 and subsequently modified in May 2012.

Purpose: To pay the cost of reimbursement to the State Unemployment Insurance Fund for payments made to claimants where the school district uses the benefit reimbursement method.
(General Municipal Law (GML), §6-m).

Funding Methodology & Levels: The reserve was funded from unexpended budget appropriations and will be maintained at an amount not to exceed \$295,000. Interest must be allocated to the reserve in accordance with GML and will be credited first to the reserve. If interest results in a balance above the maximum approved level, as approved by the Board, the interest will be used to offset current year unemployment claims. Should interest exceed the current year claims, the interest will default to increase the reserve balance and offset the next year claims prior to utilization of budget appropriations.

The maximum balance is representative of the amount paid in one year based on historical claims data during a time-period when unemployment claims exceeded budget appropriations. Future contributions to replenish the reserve will be made from current year unexpended unemployment budget appropriations. The reserve balance was established as the “safety net” for unanticipated reoccurrence of similar factors.

Use of Reserve: The reserve will only be utilized for the payment of current year unemployment claims in the event the claims exceed the current year budget appropriation for such costs.

Monitoring of the Reserve: The Assistant Superintendent for Management Services and the BOCES Treasurer will monitor this reserve.

2020-2021 Recommended Utilization/Funding: Utilization of the reserve in 2020-2021 is not expected based upon the anticipated funding of 2020-2021 paid unemployment claims by NYS and the federal government. If this position changes, the reserve may need to be used. Annual interest accrued on the reserve will be used to offset current year unemployment claims. No additional contributions are anticipated to be made to the reserve.

Balances:

June 30, 2020 - \$295,000

Estimated balance June 30, 2021 - \$295,000

**CAREER AND TECHNICAL EDUCATION
INSTRUCTIONAL EQUIPMENT RESERVE (CTE RESERVE)**

Creation: The reserve was established through approval of the majority of component districts on April 28, 2011 and CVES Board approval on May 11, 2011.

Purpose: This reserve is only available to a BOCES for the replacement and purchase of advanced technology equipment used in instructional programs conducted by the BOCES. (Education Law, §1950(4)(ee); 8NYCRR §170.3(k)). A key component to the success of a Career and Technical Education (CTE) program is the purchase of industry standard technology and equipment for the instruction of students. As yearly budget appropriations for equipment are often affected by fluctuating enrollment, this reserve assists the CTE programs obtain more expensive equipment replacements when annual appropriations are not sufficient or the cost of such equipment would cause an extraordinary spike in budget costs.

Funding Methodology & Levels: CVES Policy #6227 was adopted on February 9, 2011 to set forth the funding methodology for this reserve. The policy limits contributions to the proceeds from the sale of surplus CTE instructional equipment. The amount of funds that can be contributed each year and maintained in the reserve is also subject to certain limitations set forth by the Commissioner of Education. (8 NYCRR §170.3(k)(5)). Per Education Law, an amount not exceeding the greater of 20 percent of the BOCES current year career education services budget or \$500,000 may be retained in the reserve fund at the end of a school year for future expenditures, provided that the total amount retained shall not exceed \$2,000,000. Interest must be allocated to the reserve in accordance with GML.

Use of Reserve: Purchases from the reserve are subject to approval of the commissioner and will be identified annually by the Director of CTE.

Monitoring of the Reserve: The Director of CTE, Assistant Superintendent for Management Services (ASMS), and BOCES Treasurer will collaborate to monitor this reserve.

2020-2021 Recommended Utilization/Funding: No utilization of the reserve is planned for 2020-2021. With the closing of the Plattsburgh Aeronautical Institute and subsequent sale of the equipment in September 2020, CVES received over \$1.5 million in equipment sales proceeds, of which a maximum of approximately \$840,000 can be credited to the CTE Reserve in accordance with CVES policy and GML regulations. At this time, an estimated contribution of \$777,500 is expected to be made to the reserve for 2020-2021.

Balances:

June 30, 2020 - \$30,028

Estimated balance June 30, 2021 – \$807,571

Future Considerations: Discussions with the School Superintendents and CVES Board are still ongoing for consideration to modify the CVES CTE Equipment Reserve policy to allow additional means to contribute to the reserve in accordance with the NYS regulations associated therein.

RETIREMENT CONTRIBUTION RESERVE (RCR) & TRS SUB-FUND

Creation: The reserve was established by board approval on January 14, 2009. The reserve had been active since 2004 but did not have official board approval until 2009. On June 10, 2019, the board approved the establishment of the Teachers' Retirement Sub-Fund Reserve within the RCR.

Purpose: Prior to April 1, 2019, the RCR could only be used for the sole purpose of financing retirement contributions made to the NY State and Local Employees' Retirement System (ERS). Effective April 1, 2019, the Teachers Retirement System (TRS) Sub-Fund reserve was authorized by NYS under the Retirement Contribution Reserve umbrella to finance contributions payable to TRS (General Municipal Law, §6-r). Expenditures from these reserves can only be made pursuant to a board resolution and must be used to finance retirement contributions (General Municipal Law, §6-1).

Funding Methodology & Levels: The current Board approved methodology allows the RCR to pay the costs of employer contributions to ERS and TRS and shall be maintained at an amount to be determined annually by the Board. For 2019-2020, ERS equaled \$1,311,687, or 26% of applicable salaries; TRS equaled \$391,723, or 4% of 2019-2020 salaries. Interest must be allocated to the reserve in accordance with GML and will be credited first to the reserve. If interest results in a balance above the maximum approved funding level, the interest will be used to offset current year retirement obligations.

Retirement Contribution Reserve – ERS

The amount maintained in this reserve is to be recommended and derived from current budget analyses and long-term forecasting. Currently, the level maintained in the reserve would cover an 8-9% increase across multiple years without completely draining the reserve balance and allow for a moderate increase to budgets to reach the required level. This amount represents a historical representation of past occurrences for utilization of the reserve when rates fluctuated beyond current budget appropriations for multiple consecutive years.

Retirement Contribution Reserve – TRS Sub-Fund

The moneys contributed annually and the balance maintained therein for the reserve sub-fund shall not exceed 2% in annual contributions and 10% in total, respectively, of the total compensation or salaries of all teachers (as defined in Education Law §501[4]) employed by the BOCES who are members of TRS paid during the immediately preceding fiscal year. The current reserve balance would only cover a one-time 4% unanticipated increase, however, future anticipated contributions to the new reserve could extend the beneficial impact for multiple years.

Use of Reserve: Use of the reserve for authorized purposes will be established in the annual report on reserves to the board and all uses of the reserve must be board approved.

Monitoring of the Reserve: The Assistant Superintendent for Management Services and the BOCES Treasurer will monitor this reserve.

RETIREMENT CONTRIBUTION RESERVE (RCR) & TRS SUB-FUND, CONT'D

2020-2021 Recommended Utilization/Funding:

RCR for ERS: No utilization or contributions to the RCR for ERS obligations are necessary for 2020-2021, except annual interest to be credited.

RCR for TRS: For the TRS Sub-Fund, the recommendation is to contribute up to 2% of total teachers' compensation equal to \$190,943, as defined above, based upon estimated available funds from budget appropriations.

Balances:

June 30, 2020:

RCR for ERS - \$1,311,687

RCR for TRS - \$391,723

Estimated balances, June 30, 2021:

RCR for ERS - \$1,313,549

RCR for TRS - \$583,222

EMPLOYEE BENEFIT ACCRUED LIABILITY RESERVE

Creation: The reserve was established by board approval June 21, 2001 for the purpose noted below. On August 26, 2009, the board terminated the reserve based on the determination the fund was overfunded and efforts were in progress to reduce the obligation for which the reserve could be utilized. Therefore, excess funds were transferred to other reserve funds by board action and no further contributions could be made to the reserve fund. On June 10, 2019, the board approved the re-activation of this reserve for purposes of allowing contributions to fund future liabilities.

Purpose: This reserve may be established and utilized for the purpose of funding the monetary value of accrued but unused sick leave, personal leave, vacation time, and any other forms of payment of accrued but unliquidated time earned by employees payable upon an employee's termination of employment, i.e. retirement. Establishing or expending the reserve does not require voter approval. (General Municipal Law, §6-p).

Funding Methodology & Levels: The reserve is currently underfunded by \$1,056,212 in comparison to the calculated liability as of June 30, 2020. The board will authorize annual contributions to the reserve. The balance maintained in the reserve may not exceed the estimated current liability as determined at the end of each fiscal year. Interest must be allocated to the reserve in accordance with GML and will be credited first to the reserve. If interest results in a balance above the maximum approved level or estimated EBALR liability, whichever is less, the interest will be used to offset current year payment of EBALR expenses. Should interest exceed the current year expenses, the interest will default to increase the reserve balance and offset the next year EBALR costs prior to utilization of budget appropriations.

Use of Reserve: Use of the reserve for authorized purposes is only anticipated at such time the reserve level meets the estimated liability or in such event that the actual cost exceeds current available budget appropriations.

Monitoring of the Reserve: The Assistant Superintendent for Management Services and the BOCES Treasurer will monitor this reserve.

2020-2021 Recommended Utilization/Funding: Utilization from the reserve may be necessary for 2020-2021 based on the high number of retirees eligible for this benefit as of June 30, 2021. If a circumstance occurs that meets the criteria as an allowed "Use of the Reserve" and current budget appropriations cannot support the obligation, the reserve funds may be used for this purpose. For 2020-2021, a contribution not to exceed the estimated year-end liability and the available funds from budget appropriations will be recommended for Board approval. The liability as of June 30, 2020 was approximately \$1,000,000 more than the reserve balance, therefore, it is recommended that we continue to build this reserve toward the liability amount. Consequently, the estimated contribution for 2020-2021 is estimated not to exceed \$400,000.

Balances:

June 30, 2020 - \$601,637.48 (Estimated liability \$1,657,849)

Estimated balance June 30, 2021: \$1,002,491 (With estimated contribution to reserve of \$400,000. Cannot exceed estimated liability)

Reserve Fund Strategy

2020-2021 Reserve Fund Use Priorities

- Analyzing the impact of the COVID-19 pandemic on unemployment, district services, and CVES financials.
- Dependent upon various factors use of the Unemployment Reserve, Retirement Reserve, and EBALR may be needed in 2020-21.

2020-2021 Reserve Fund funding Priorities

- Career Education Instructional Equipment Reserve funding with sale of PAI equipment to the maximum extent allowable.
- Employee Benefit Accrued Liability Reserve – Continue to fund annually to match current liability based on available budget appropriations at year end. The reserve is currently underfunded by about \$1,000,000.
- Contribute annual maximum to the Retirement Contribution Reserve – TRS Sub-Fund for future stability. Reserve funding is limited annually and takes 5 years to be fully fund.



ENC. 29

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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: May 26, 2021
RE: June 2021 Board Report

REGIONAL SPELLING BEE A SUCCESS – 20 CONSECUTIVE YEARS!

The CVES Regional Spelling Bee was successfully held at Stafford Middle School on Monday, May 17, 2021. We had 26 spellers from seven school districts compete in the bee. Due to the pandemic, each speller was allowed two guests at the event and others were able to livestream the event from the comfort of their own homes. The students completed the first three oral rounds, along with the written round, in five classrooms, separated by grade level. Those who successfully scored 80 or higher, advanced to the auditorium for the remaining rounds. During the written round a slideshow ran recognizing all the alternates for the bee. The Spelling Bee Committee did an outstanding job organizing the event based on all the planning that needed to take place in advance of the event.

Daniel Alexis from Stafford Middle School was the CVES Regional Spelling Bee Grand Champion. Daniel spelled the winning word “incoherent” to reclaim his title. He won the contest for the first time in 2020, succeeding his older sister, Stacy, as the region’s top speller. Moriah Central School eighth-grader Zoey St. Gelais was this year’s runner-up.

A special thanks to Elaine Rice for serving her 20th and final year as the pronouncer of the bee. Cheryl Dodds will take the reigns next year. Jeff Sisson did a fantastic job serving as the host of the event. Lastly this would not have been possible without the expertise of our Technology and Communications Department who were able to coordinate the early rounds and then livestreaming live from the auditorium for the remainder of the bee. Thanks to all!



Individual grade level winners from the 2021 CVES Regional Spelling Bee held May 17 at Stafford Middle School. From left to right are Moriah Central School eighth-grader and runner-up Zoey St. Gelais; Returning champion and 2021 Grand Champion Daniel Alexis, seventh-grade at Stafford Middle School; Grade 6 honoree Jacob MacDougal from Boquet Valley Central School District; Grade 5 winner Emma Sheldrake from Peru Central School and Grade 4 honoree Elsa Isecke from Peru Central School District.

ANNUAL PROFESSIONAL PERFORMANCE REVIEW LEGISLATIVE UPDATE

Legislation to suspend requirements to complete Annual Professional Performance reviews for teachers and principals during the current school year has now passed both the Assembly and Senate. It has not yet been sent to the Governor; once that occurs, the Governor will have 10 days (not including Sundays or holidays) to sign or veto the bill. The bill would provide that no district or BOCES “shall complete an annual teacher and principal evaluation for any classroom teacher or building principal and state funding shall not be withheld from any school district for not complying with this section” for this school year.

NYSCOSS has interpreted this to mean an Annual Professional Performance Review score would not be given but observations and evaluation pursuant to collective bargained agreements and/or district 3012-d plans could still move forward. The legislation would also make technical amendments relating to eligibility for tenure. Since teachers and principals must earn three of four effective APPR ratings prior to tenure eligibility, amendments are needed to adjust for the fact that an APPR score was not provided last year and, if this bill is enacted, no score would be provided for this year either.

NYSED ANNOUNCES EXPANDED PROFESSIONAL LEARNING OPPORTUNITIES TO EFFECTIVELY IMPLEMENT REMOTE AND HYBRID LEARNING

Expanded professional learning opportunities to support remote and hybrid learning are available for New York's educators. The expanded opportunities are being facilitated by the Department's Teaching in Remote/Hybrid Learning Environments (TRLE) program and through a partnership with the New York State Association for Computers and Technologies in Education (NYSCATE).

Technology is an integral part of New York State students' learning experience, and should be utilized in everyday instruction, across all subjects, to facilitate and enhance teaching and learning. Throughout the state, administrators, teachers, and school personnel have demonstrated extraordinary dedication, support, and commitment to students amidst the pandemic. The Department is committed to examining lessons learned from remote and hybrid instruction that can be used to improve in-class teaching and learning as it continues to work with schools and Districts to achieve the Regents' goal, as stated in the [2010 Statewide Technology Plan](#), that "Multiple environments will exist for teaching and learning, unbound by place [or] time."

New York was one of 11 states to be awarded Education Stabilization Fund-Rethink K12 Education Models Grant funds by the USDOE. The nearly \$20 million awarded through this initiative have launched NYSED's TRLE program. The purpose of the program is to build the capacity of teachers and educational leaders to effectively implement remote/hybrid learning for all students. This will provide more than 190,000 teachers and educational leaders across the State with a combined 450,000 hours of professional support to implement effective practices in remote/hybrid teaching and learning which, in turn, will reach an estimated two million students.

The first phase of the TRLE program focuses on rapid deployment of professional learning to the field in six core competencies:

- Shifting to Teaching Online
- Engaging Families as Partners in Remote/Hybrid Learning
- Meeting the needs of SWDs through Remote/Hybrid Learning
- Meeting the needs of ELLs/MLLs through Remote-Hybrid Learning
- Integrating Culturally-Responsive Sustaining Education (CRSE) in Remote Learning Environments
- Integrating Social Emotional Learning (SEL) in Remote Learning Environments.

To date, SED partners at the Level 1 Centers throughout the state have delivered over 50 synchronous and asynchronous TRLE trainings, impacting at least 1000 educators. Each center has also developed their own website with a host of resources for educators to improve their capacity for high-quality and equitable remote/hybrid instruction.

Over the next two years, TRLE will also identify best practices in remote/hybrid environments that will continue to be relevant in the years to come across teaching modalities. Providing training and resources, and utilizing partnerships to ensure these practices influence this and future generations of educators will be at the heart of this work.

SED is partnering with NYSCATE thanks to funding made available through the federal CARES Act 1, to offer professional development courses developed and facilitated by New York educators, aligned to New York State standards and expectations of quality, that reflect an understanding of New York's regional variations and needs. NYSCATE will also provide two webinar series, one for teachers and one for parents, on topics related to technology and remote learning.

NYSCATE, an organization for educational technology with a membership of more than 25,000 educators and administrators in New York State, is an affiliate of the International Society for Technology in Education (ISTE), the Consortium of School Networking (CoSN), and the State Educational Technology Directors Association (SETDA), three national leading organizations in educational technology.

A calendar of TRLE learning opportunities can be found on the [Department's TRLE website](#).

More information on professional development courses offered by NYSCATE can be found on [the Department's website](#) or on the [NYSCATE website](#).

Champlain Valley

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CV-TEC DIVISION

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CVES MISSION

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

TO: Dr. Mark C Davey
FROM: Michele M. Friedman
DATE: May 28, 2021
RE: June 2021 Board Report



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

Plattsburgh & Mineville Chapters

CV-TEC Mineville, Plattsburgh Main & Satellite Campus students were inducted into the National Technical Honor Society in multiple ceremonies on Thursday, May 20th and Monday, May 24th, 2021 respectively. The program celebrated the accomplishments of this year's inductees and included several special messages from CVES administration and teachers, as well as the candle lighting ceremony and the oath of membership. In addition, Principal James R. McCartney III of the Plattsburgh Satellite Campus & Daniel G. Newell (Clinton County Sheriff's Department) were inducted as honorary members for their outstanding contributions to CV-TEC, Career & Technical Education and to our community. To be considered for membership, CV-TEC students must maintain a minimum of a 90% grade point average at CV-TEC and demonstrate excellent attendance, as well as additional requirements of the Plattsburgh & Mineville Chapters. NTHS honors the achievements of top CTE students nationwide, provides scholarships to encourage the pursuit of higher education, and cultivates excellence in today's highly competitive, skilled workforce. *Complete list of inductees is enclosed.*

CV-TEC TO HOST SEVERAL GRADUATION CEREMONIES FOR 2021 GRADUATES

CV-TEC is proud to announce the hosting of six graduation ceremonies to honor the graduating class of 2021. The CV-TEC Mineville graduates will be celebrated in two ceremonies (by CTE Program) on Thursday, June 24th at 4PM and 7PM at the Moriah Central School Auditorium. The CV-TEC Plattsburgh graduates will be celebrated in four ceremonies (by CTE Program) on June 21st and 22nd at 4PM and 7PM at the West Side Ballroom. All students and guests will be required to RSVP and pre-register for their ceremony in advance. All events will be live-streamed and available on our YouTube channel for viewing.

ENVIRONMENTAL CONSERVATION & FORESTRY TRUCK IS HIGHLIGHTED IN WORK BASED LEARNING OPPORTUNITY

The CV-TEC Automotive Collision Repair Technology and Automotive Services students participated in an amazing Work Based Learning (WBL) opportunity with our Business & Industry partner, Taylor Rental. The students and industry expert technician, Mr. Bill West from Taylor Rental successfully wrapped the new Environmental Conservation & Forestry truck. The custom wrap highlights our CV-TEC logo and business & industry cluster icons, and the North Country Timberman logo.





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CV-TEC DIVISION HIGHLIGHTS

New Program Offerings/Updates/Initiatives

New Visions Applied Engineering Program

New Visions Applied Engineering is a competitive one-year exploratory program for select high school seniors expressing an interest in a post-secondary educational experience in the Field of Engineering and/or related fields. The rigorous academic curriculum is combined with practical, applied work experience as students engage in STEM concepts, project-based learning activities and clinical observations with business and industry partners in the field. The program incorporates dual enrollment with both Clinton Community College and North Country Community College as well as career exploration and Work-Based Learning (WBL) experiences in Applied Engineering. The program is currently running in both Clinton and Essex Counties.

Due to pandemic-related visitation restrictions, NVAE Teacher, Steven Couture, in cooperation with CV-TEC's WBL Coordinator, Sherry Snow, facilitated several virtual industry tours during the school year. North and South NVAE students met (or are scheduled to meet) virtually with representatives from Schluter, NORSK Titanium, AES Northeast, Barrett Industries, Upstone Materials, Moldrite Plastics, Camso, and General Composites.

During the school year, NVAE students had the opportunity to learn a variety of software applications, including AutoCad, Inventor, AutoCad Architecture, and 3-D Printing. They also had the opportunity to apply advanced mathematics and physics concepts to a variety of projects, including (by title): Pipe Cleaner Tower (Winner: 58" high); Trebuchet; Balloon Car; Zip Line; Popsicle Bridge (Winner: 48" Long Held 100 LBS); Roller Coaster; Trusses; Concrete Foundations; Model House; Roadway estimating with Barrette; Rocket Launcher for Bottle Rockets; Bottle water rocket; Air Pressure Rockets; Co2 Cars, both plastic (3D printed) and wooden (band saw); Hydraulics; Solid Fuel Rockets; Ozobots; and, 3D Printed Chess pieces.

CV-TEC NVAE North and South programs had a total enrollment of 16 students during the 2020-2021 academic year. Students were enrolled from the following school districts: AVCS, BCS, BVCSD, Crown Point, Keene, NAC, Peru, Saranac, and Willsboro.

Redesign of Graphic Design & Communications and Digital Art & Design

A full curriculum review of both the Graphic Design & Communications Program and Digital Art & Design program has been conducted with the intent to redesign the two programs into one Digital Multimedia Program. The CV-TEC Team is in the process of realigning job target competencies and researching other secondary and post-secondary programs. The target start date for the new program is September 2022.



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Carl D. Perkins V Grant & Academic Services

The Perkins Grant initiative funds Career and Technical Education (CTE) initiatives at CV-TEC. The amount of the 2020-2021 one-year extension grant was \$121,263. The 2021-2022 grant application has been posted (due: June 1, 2021) with an amount of \$128,371.

The Perkins grant required a Comprehensive Local Needs Assessment (CLNA) to be conducted during the 2019-2020 school year. In addition to the regularly scheduled annual review processes that we already have in place (ex. Advisory Council/ Advisory Committee/ Superintendent meetings), a three-day visit was led by a national organization, the Southern Regional Education Board (SREB), and included members from our community (business, industry, secondary partners, etc.). The results of this important review determined the direction of the Perkins grant for the next one (1) to three (3) years.

NYSED CTE Program Re-Approval Process:

The Natural Resource Management program will be applying for NYSED Re-Approval during the 2020-2021 school year. The Self-Study meeting was conducted on March 11, 2021. The Report is attached for discussion and the Advisory Council's Recommendations will be reported to NYSED.

NYSED Re-Approval for the following programs is due during the 2021-2022 school year: Animal Science: Veterinary Assistant, Automotive Collision Repair, Automotive Technology, Business & Health Management, Digital Art & Design, and Graphic Design & Communications.

Components of this approval process include self-study, curriculum review, post-secondary partnerships (articulation agreements), work-based learning opportunities, national technical assessments, and an external review. CTE programs completing this rigorous approval process provide high school students with integrated academic credit meeting graduation requirements, work-based learning opportunities, post-secondary articulated and/or dual-enrollment credit, and the opportunity to earn the CTE Endorsement Seal on their diploma. CV-TEC partners with business, industry, post-secondary, and secondary school districts for continuous improvement for the CTE programs.

NWRC:

During the Spring 2021 semester, the NWRC administration was conducted with all CV-TEC students. The results of this administration include: As of May 11, 2021, of the 550 students that completed the NWRC, 424 were successful in earning their credential, which is a 77% success rate. Of those: 219 out of 307 juniors were successful (71%) and 205 out of 243 seniors were successful (84%). We are still in process of completing make-ups for students that were absent and re-teaching/ re-testing for students that were unsuccessful with one portion of the 4-part assessment.

In addition to earning the nationally recognized employment credential, high school students earning the NWRC credential qualify for the NYSED CDOS Pathway approved 4+1 assessment option.



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OneWorkSource Campus Highlights, Grant Status & High School Equivalency and Job Skills Training Programs

Funding Status

WIOA Corrections:	\$405,147
WIOA Literacy Zones:	250,000
WIOA Adult Basic Education	60,182
EPE (Employment Preparation Education)	421,312
Supplemental Nutrition Assistance Program (SNAP)	370,279
Career Pathways:	190,192
TASC Testing:	9,924

<u>Total Grant Funds</u>	<u>\$1,707,036</u>
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Re-opening

NYSED has mandated that all programs resume the intake and testing procedures from Pre-COVID time. Re-opening plan was submitted to NYSED on 4/28/2021. Adult Education notified of back to normal operations with an expansion into the community with more HSE programs.

Outreach Sites

- OWS Plattsburgh
- OWS Elizabethtown
- St. Joseph's Community Center (New)
- Clinton County Jail
- Essex County Jail
- Behavioral Health Service North
- Champlain Memorial Library (New)
- MHAB (New)
- Twin Oaks (New)
- Keeseville Town Hall (New)

Job Skills Training

- Welding 200 A- Completed 1 session. Projected Fall 2021.
- CNA- Projected September 2021
- AIME-COVID Restricted
- Phlebotomy- Projected Fall 2021
- Women in Manufacturing- not open for enrollment-capital project restrictions
- Computers/Customer Service-Projected September 2021



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Standards & Conditions

- Educators and students throughout our nation and across the globe have been affected by the COVID-19 virus. As a result, there have been numerous academic, social-emotional, and scheduling adjustments that have been made to accommodate our new learning environment. Some adjustments, it should be noted, have been positive, including an improvement in faculty/staff communication between campus locations, increased meeting efficiency- especially when distance is a factor, and the widespread introduction of a new (supplemental) learning modality for students and teachers alike.
- Initiatives identified by the Standards and Conditions Committee, in collaboration with the Schoolwide Decision-Making Team (SDM), have focused on CV-TEC's response to the COVID-19 virus, on CTE best practice, and multi-year improvements related to curriculum and instruction.
- **Standards & Conditions Progress During the 2020-2021 Academic Year:**
 - Divisional Familiarity and Success with TEAMS platform
 - Statewide Curriculum Blueprint Confirmation
 - Development of Syllabi
 - Selection of Performance Assessment Provider and Performance Assessments (NOCTI; Precision Exams; Skills USA)
 - Identification of National Assessment Administration Windows
 - Administration of Formative and Summative Performance Assessments
 - Development of Summative CTE Performance Assessment, Rubric, Grading Standards
- **Standards/Conditions Initiative for the 2021-2022 School Year**
 - Review and Update the CV-TEC Standards & Conditions Checklist

Work-Based Learning

2019-2020 CV-TEC GRADUATE FOLLOW-UP DATA

Secondary CTE High School Approved Programs: 237 Graduates

- 94% Placement Rate
- 22% Employed in Related Field; 28% Employed Unrelated Field; 3% Military; 41% Post-secondary Unemployed Available 5%; Unavailable for Employment 1%

Post-Secondary Daytime CTE Programs: 40 Graduates

- 86% Placement Rate
- 50% Employed in Related Field; 13% Employed Unrelated Field; 23% Post-secondary
- 6 students or 16% were either unemployed and looking for work or unavailable for employment

INCREASED WBL OPPORTUNITIES FOR ALL CTE STUDENTS

This year, we added several new business partnerships to increase the Work-based Learning opportunities offered in our CTE programs. These experiences included virtual speakers and industry tours, as well as simulations, onsite projects, shadowing, and paid and unpaid CO-OP experiences. 100% of our graduates have exceeded the 54-hour NYSED WBL requirement needed to obtain the CDOS Credential.



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BLUE COLLAR CONNECTION

To meet the growing need to develop a skilled workforce in our community, CV-TEC has collaborated with the Northern Home & Lifestyle Association (NHLA) to offer local businesses the opportunity to mentor our CTE students interested in pursuing a career in the technical trades. While rotating through various industries in the construction trades and mechanical fields, our students have gained valuable experience working alongside these leading professionals in the field.



Business Partners: PM Leary Plumbing, PM Leary Builders, Fuller Excavating/Mechanics, Cedar Knoll, Lake Champlain Pools, Rene's Repair, Taylor Rental, Whiteface Real Estate Development and Construction

Ed Garrow-Rene's Repair "The students who came to work with us were excellent young men, from their attitudes, enthusiasm, and how they presented themselves. They both were eager and had fun riding along with our Technicians. I would welcome them here anytime, as well as

for employment opportunities. Our experience this spring was enjoyable, and it is our pleasure for sure. I am excited to see more students in the future and to encourage them to work in the HVAC, electrical, and plumbing trades."



Thank you for your interest in the "Blue Collar Connection Project". The Northern Home & Lifestyle Association (NHLA) in conjunction with Champlain Valley Technical Education Center (CV-TEC) are excited to offer local businesses the opportunity to work with graduating seniors who are seeking for experience and a future in the technical trades. In the past decade we have seen a decline in applicants throughout the workforce affecting many of us from business performance down to potential recruitment. Your support in this program allows us to provide quality field training to these students to help them decide their future. It gives them the chance to see how successful they can be, what skills they need to work on and how to be the best employees upon graduation.

Students will have the opportunity to work on your job site or offer to see firsthand the many aspects of a blue-collar business. They will have the chance to work side by side with a member of your team. This will give them the opportunity to see what a career is really like outside of the classroom. Students will spend time over the course of their mentorship at multiple businesses during their first semester at CV-TEC. This rotation will allow them to get hands on experience in many facets of our industry. They could have the chance to see lighting, install plumbing, hang sheetrock, work on blueprints, or try out retail sales in our industry. This will give them a great advantage when selecting a trade and entering the workforce after graduation.

As part of the program, we do require a few things from you to help make this mentorship a success for all parties involved. Below is a quick checklist for you to refer to throughout the work-based learning experience.

- Develop a training plan to include specific objectives/tasks that will be the focus of the mentorship and are also aligned to student's CTE program. All students will have completed the OSHA 10-hour safety training prior to beginning the internship.
- Review and sign CV-TEC WBL Memorandum of Agreement documenting employer and student contact information, start and end dates, days of the week, and hours for the work-based learning experience. The employer will also acknowledge the provision for safety instruction where applicable, follow all Federal and State Labor Laws and Regulations, provide Worker's Compensation Coverage for student intern, and comply with C.V.T.E. Non-Discrimination Policy.
- The employer/mentor will verify, sign, and provide student feedback on CV-TEC weekly Work-based Learning Activity Logs.
- Employer/mentor will evaluate the work and progress of student intern and submit evaluation at the end of work-based learning rotation.
- Provide 6 photographs of the internship.



mentee
 great opportunity for your business and

- Began development of pre-recorded and live local business and industry presentations that focus on company overviews, career and entrepreneurship opportunities, and demonstrations. These presentations allowed our Cosmetology students to obtain specific technical training in the field, in addition to gaining NYSED approved clinical hours needed towards licensure.
 - Custom Facial by licensed esthetician Alicia Darling Yu. **The Art of Yu/Polished Head to Toe**
 - Eye Lash Extension demonstration by licensed cosmetologist Mimi Juneau. **Sassy Images Salon**

- Development of CV-TEC New Visions Applied Engineering (NVAE) WBL Program

Business and Industry Partners:

NVAE students participated in onsite projects that focused on engineering concepts, virtual business and industry presentations and industry tours. Continued development in securing job shadow sites for 2021-2022 incoming seniors.

- NVAE Business and Industry Partners

AES Northeast, PLC

AEDA

Barrett Industries/Upstone

Materials

Schluter Systems

Norsk Titanium

Pre-Tech Plastics

Nova Bus/Prevost

Moldrite Plastics

RMS

KAS

General Composite

ESTABLISHED EMPLOYABILITY SKILLS WORKSHOPS

Adopted the SkillsUSA Employability Skills Framework that has been utilized to drive professional development for our CTE teachers and essential workplace skills training for our students. An Employability Skills Channel was created in the CV-TEC Work-based Learning Team that houses resources for activities and lessons that can be utilized to further develop these skills in our students.

This year's targeted Employability Skills Workshops focused on Career Planning, Digital Journaling, Creating Your Sway, and Simulated Interviews.

October-November 2020 Career Planning Seminars

- All CTE first-year students participated in session 1 of this seminar, allowing them the opportunity to identify their skills and interests. They used that information to conduct targeted research. The second session will include employer informational meetings, allowing our students to network with professionals in the field and ask relevant questions from their research. Job shadows and additional employer interviews will be part of this career planning continuum.

- **2020 North Country Manufacturing Day-VIRTUAL EVENT November 19-20, 2020**

The 2020 North Country Manufacturing Day included a virtual field trip of Norsk Titanium, Moldrite Plastics, and Camso. These events allowed our students the opportunity to ask questions of our local professionals and gain insight into these companies, the products they produce, and the career opportunities available to them in the field of manufacturing.

January-February 2021 Sway Portfolio Workshop

This year we reviewed and updated the existing CV-TEC portfolio requirements to produce NEW CV-TEC E-Portfolio Guidelines utilizing Sway.

- Developed and implemented Sway Workshops for all staff and students utilizing the new guidelines and the Sway tutorial.
 - CV-TEC E-Portfolio Guidelines
 - Sway Portfolio Setup Procedures

March 2021 Digital Journaling Workshop

Collaborated with Marty Surgerik, Instructional Coach TCTW, and the Southern Regional Education Board (SREB), to develop a tool to train staff and students on digital journaling. This training will highlight the CV-TEC Employability Skills Framework and discuss methods for students to document their skills evidence in their e-portfolio and in an interview.

RAMP Presentation March 16th and March 18th

The RAMP team presented to our CV-TEC seniors, providing an overview of the program and application process. Six of our graduating seniors have been accepted into the program!



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

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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.

Meet the Employer Recruitment Presentations will provide our students an overview of the company and the products they produce. They will also discuss current job openings, requirements for these positions, benefits, pay, and how to apply.

- May 25 @ 1:00 pm *Live Tour Norsk Titanium NVAE*
- May 27 @ 9:30 am *Virtual Camso*
- June 3 @ 9:30 am *Virtual Schluter Systems*
- June 4 @ 9:30 am *Virtual Selerno*

Health Careers

LPN:

- 24 students currently seated (started with 25)
- Meadowbrook Healthcare sponsoring 4 of their employees (full tuition and salary)
- One new Full-time faculty replaced a departure
- Clinical site adjustments due to COVID
- Return to live clinical recently

Adult CNA: On hold due to lack of access to skilled nursing facilities for clinical

Adult Phlebotomy: On hold due to COVID Building restrictions

Allied Health: Total Enrollment: Approx. 90 students/ 2 campuses

- C.N.A. testing completed in November (close to 100% pass rate)
- Curricula flip due to clinical restrictions
- EKG Certification exam: June 2021
- One new Full-time faculty replaced a departure

New Visions: 30 Students/ 2 campuses. Classes to remain at CV-TEC Campuses until return to hospital clinical is imminent.

CPR/First Aid: Training per industry need continues.



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2021 NTHS Inductees

District	Inductee Name	CTE program
AuSable Valley	Faith Mudd	Cosmetology
	Damien Murphy	Electrical Design, Installation, and Alternative Energy
	Felicia Parks	Graphic Design and Communication
	Keegan Suber	Construction Trades
	Abigail Sawyer	Animal Science – Veterinary Assistant
	Madison Tromblee	Early Childhood Education
Beekmantown	Cade Berry	New Visions – Applied Engineering
	Gabriela Caron-Clemons	Business & Health Management
	Angelina Lyons	Animal Science – Veterinary Assistant
	Tyler Van Weort	Allied Health
Boquet Valley	Preston Salinas	Construction Trades
	Spenser Jensen	New Visions – Applied Engineering
	Lauren Gough	Cosmetology
	Faith Sawitski	Allied Health
Chazy	Macy Hosler	Allied Health
	Devin Therrian	Automotive Collision Repair
Crown Point	Lexa Tuthill	Allied Health
	Brennan Mazzotte	New Visions – Applied Engineering
Keene	Joy Fraser Cooper	Cosmetology
Moriah	Kenzee Cutting	Allied Health
	Desiree Demar	Allied Health
Northeastern Clinton	Kendra Bushey	Cosmetology
	Autumn Cayea	Allied Health
	Alonna Darrah	Early Childhood Education
	Jakob King	Allied Health



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Northern Adirondack	Caden Bruce	Welding
	Matthew Jarvis	Environmental Conservation and Forestry
	Ethan Forkey	Automotive Technology
	Cody Lambert	Construction Trades
	Dustin Lashway	Automotive Technology
	Brady Magoon	Construction Trades
	Brandon Manor	Environmental Conservation and Forestry
	Taylor Mick	Security and Law Enforcement
	Ethan Perry	Digital Art and Design
	Isaac Pratt	Automotive Technology
	Wyatt Warren	Environmental Conservation and Forestry
Peru	Jacob Burgette	New Visions - Medical Careers
	Madison Mason	Allied Health
Plattsburgh	Andie Abdallah	Early Childhood Education
	Angel Bechore	Animal Science – Veterinary Assistant
	Noah Gilbert	Graphic Design and Communication
Saranac	Kris Doherty	Automotive Technology
	Ian Zurlo	New Visions – Medical Careers
Ticonderoga	Ruby Bennett	Allied Health
Willsboro	Regan Arnold	New Visions – Applied Engineering
	Hunter King	Security and Law Enforcement
	Brady Sweatt	Security and Law Enforcement
Honorary Recipients	Principal James R. McCartney III	
	Daniel G. Newell (Clinton County)	





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SPECIAL EDUCATION DIVISION

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CVES MISSION

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

To: Dr. Mark Davey, District Superintendent
From: Matt Slattery, Director of Special Education
Date: June 2021
Re: Board of Cooperative Educational Services Report

Life Skills Program Develops Skill Map

The K-12 life skills team took curriculum planning and revising one step further with the development of a Skill Map for the Life Skills Program to ensure continuity and progression as we prepare our students to be as independent as possible. This collaborative effort was the first time in over two decades that the K-12 teachers at both the Mineville and Plattsburgh campuses worked together to create a comprehensive skill map that will follow students through their time at CVES. The areas of focus include those topics that are not generally taught in our traditional curriculum delivery such as hygiene, self-care, money management, money concepts, social skills, personal information, daily living, safety, community, advocacy and problem solving. This tool will allow teachers to identify not only the acquisition of skills but also the level of support needed by the student. During IEP development this will serve as a guide for the establishment of pertinent life skill goals that are personalized to each student.



Life Skills Checklist											
Key: I - Independent G - Gesture V - Verbal VP - Verbal with Pictures PP - Physical Prompts F - Full Supports											
Reporting Period (Quarter-year example: Q1-21)											
Hygiene/Self Care											
Uses bathroom											
Washes hands											
Washes face											
Can brush teeth											
Combs/brushes hair											
Can take clothes off											
Can put clothes on											
Buttons items											
Buckles items											
Zipper item											
Ties Shoes											
Keeps nails clean and trimmed											
Applies deodorant											
Chooses clothes appropriate for weather											
Understands the purpose of medication											
Concepts											
Identifies seasons											
Identifies days of the week											
Identifies month of the year											
Can identify today, tomorrow, and yesterday											
Can identify family relationship titles (mom, dad, brother, sister)											
Can write the date											
Identifies positional words											
Uses classroom technology tools for a designated learning purpose											
Money Management / Money Concepts											

Board of Cooperative Educational Services for Clinton – Essex – Warren – Washington (CEWW) Counties

CVES / CEWW BOCES is a proud member of the statewide BOCES Network since 1949.

Professional Development Half Day a Great Success

On May 12, staff within the Special Education Division participated in a half day of professional development and training activities. This dedicated time is essential and allows us to continue to provide high quality and highly specialized programming to students with disabilities across the region.

This past month featured a new training session on Break Spaces, which will become an annual requirement for all staff. This training was designed to review the procedures and protocols in place for use of our Break Spaces by students. Staff were able to get clarification, ask questions and have a little fun with a Kahoot game. There was an abundance of positive feedback from staff following the training and the information was well received.

To the right is our agenda for the day, and below are pictures from the Break Space training and our counselors competing in a team challenge.

SPECIAL EDUCATION DIVISION

EARLY RELEASE DAY PROFESSIONAL DEVELOPMENT AGENDA
MAY 12, 2021



	8 AM – 3 PM
Counselors	Comprehensive Counseling Plan Development Planning <ul style="list-style-type: none"> - Slattery and Stay in the Conference Room <ul style="list-style-type: none"> o Needs <ul style="list-style-type: none"> ▪ Tier Descriptions ▪ Define: Case Management, School Counseling, Psychological Counseling and Group Counseling, ▪ Student Support Team: process, referrals, and electronic tracking o Informal Needs Assessment Survey: What does the data tell us? o Lunch o Effective Group Counseling o Break Space Training o Wrap-Up <ul style="list-style-type: none"> ▪ Paper Tower Challenge ▪ Book Club

	12:30-1:30	1:30-2:00	2:00-3:00
HS Academic Teachers/TA	Break Space Training <ul style="list-style-type: none">- Martino on TEAMS- Click here to join the meeting	Time to complete any unfinished items or work in classroom/offices	Academic HS Curricula Needs <ul style="list-style-type: none">- Valenzuela in Waldron's Office- Click here to join the meeting
All Teachers/TA (except HS Academic)			Leveling Training <ul style="list-style-type: none">- O'Connell and Waldron in the Cafeteria
Aides	Reflective Feedback Session <ul style="list-style-type: none">- Robinson in the Gym- MV Aides will remote in: Click here to join the meeting		Break Space Training <ul style="list-style-type: none">- Martino on TEAMS- Click here to join the meeting
Speech	Break Space Training <ul style="list-style-type: none">- Martino on TEAMS- Click here to join the meeting		Reflective Feedback Session <ul style="list-style-type: none">- Robinsan in the Gym- Click here to join the meeting- Itinerant Service Providers are welcome to join
OT/PT			
Nurses			
Counselors			
Return to conference room to complete counseling plan.			

Break Space Training

Presented By: Andrea Martino, BCBA-L
5.12.21

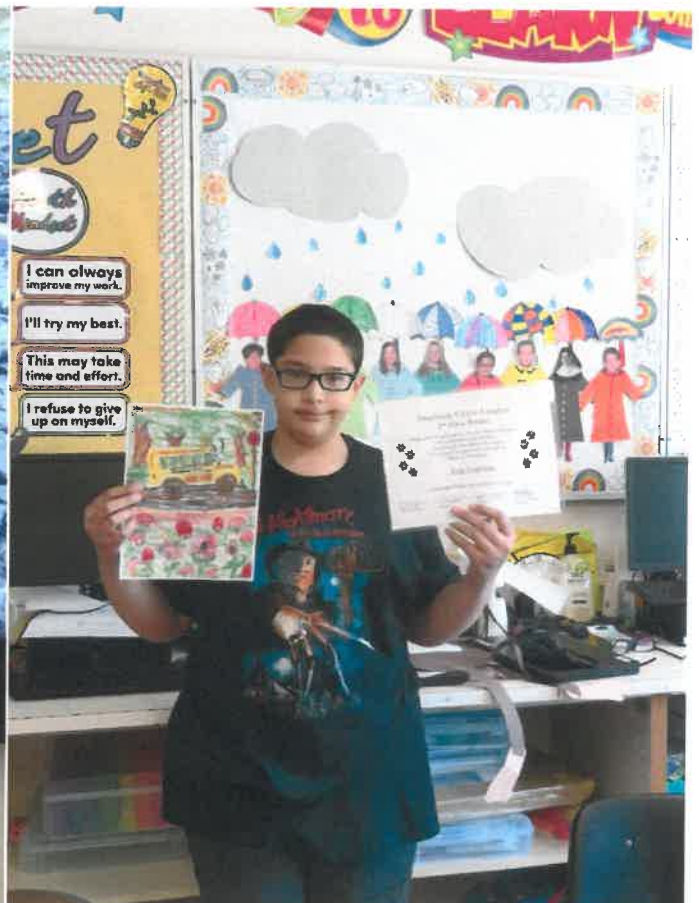
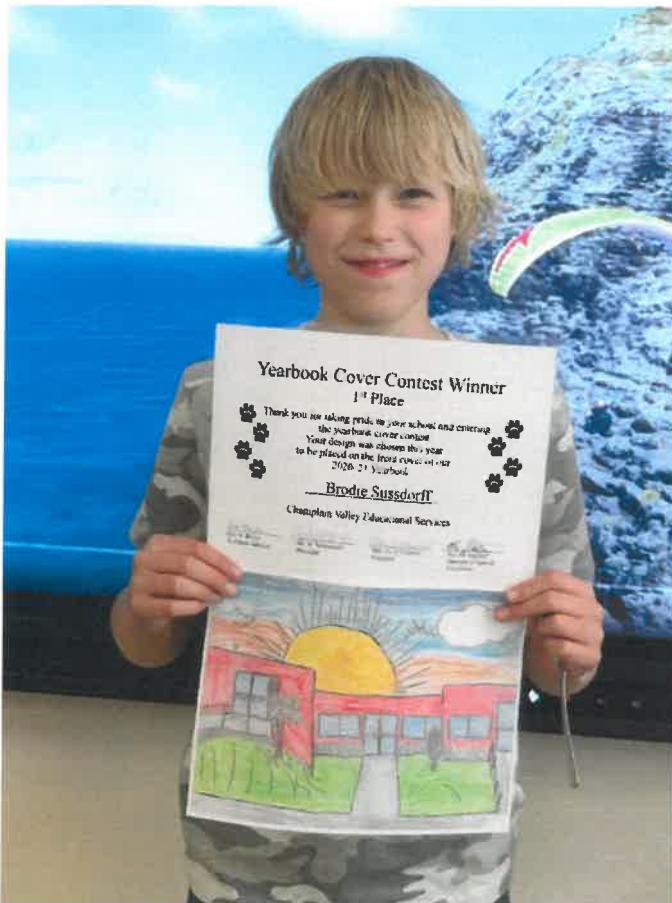


A break space is...

- A safe, quiet place for students to use when they are becoming agitated or experiencing stressors.
- A place students can go to in order to:
 - Calm down and return to baseline.
 - Get support from an adult.
 - Create an alternate plan for managing stressors.
 - Use coping skills and prepare to return to their educational setting.
- A therapeutic approach to behavior management
 - Rather than a disciplinary strategy or a consequence.
- A place to teach and practice effective skills to prevent a crisis occurring again in the future.

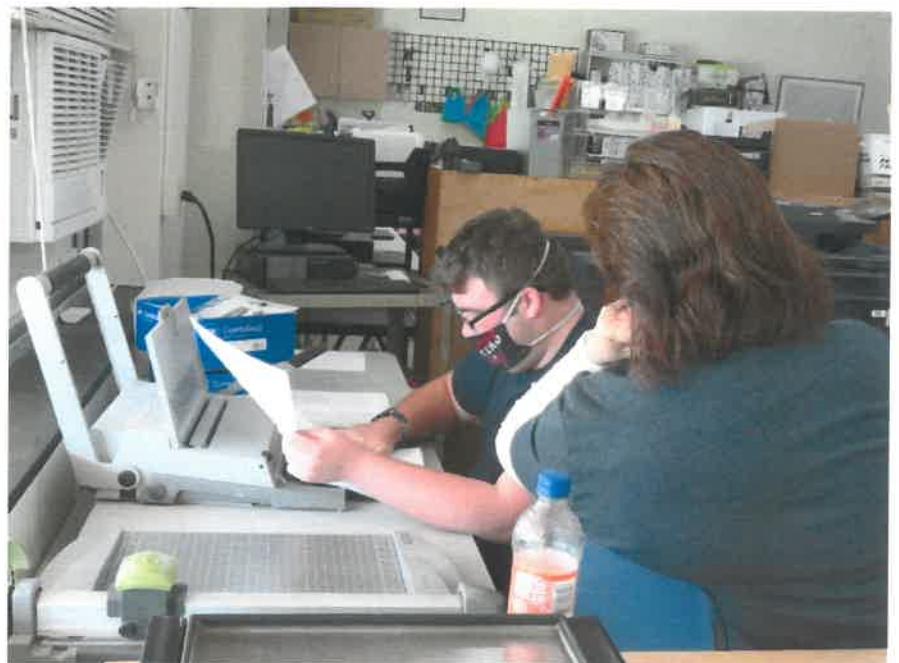
WAF Selects Covers for the 2020-2021 Yearbook Cover Contest

Many thanks to all our students that submitted amazing artwork for this year's Yearbook Cover Contest. Congratulations to Brodie, selected for the front cover the yearbook, and Erik, selected for the back cover.



May Was a Fun and Busy Month Across the Division

Students within our Work Experience Lab in action!



Faculty and Staff Appreciation!



Ice Cream Sundae with Deputy Hilliker!



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

EFFECTIVE 6/3/21

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
	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
Program Description												
Approved Budget	\$ 8,000	\$ 50,000	\$ 640,000	\$ 542,954	\$ 300,000	\$ 300,000	\$ 150,000	\$ 108,060	\$ 10,647	\$ 421,312	\$ 8,387	\$ 7,397
Revenue Available/Earned	\$ 8,000	\$ 50,000	\$ 431,117	\$ 107,522	\$ 18,000	\$ -	\$ 150,000	\$ 94,539	\$ 9,454	\$ 325,832	\$ 7,692	\$ -
Prior Year Rollover	\$ -	\$ -	\$ 208,820	\$ 234,312	\$ -	\$ -	\$ -	\$ 13,521	\$ 1,193	\$ -	\$ 2,433	\$ 1,748
Expenditures to-date	\$ (4,614)	\$ -	\$ (639,937)	\$ (277,885)	\$ (18,000)	\$ -	\$ (53,949)	\$ (73,862)	\$ (6,059)	\$ (282,643)	\$ (8,377)	\$ (2,970)
Est.Encumbrances to-date (including indirect cost)*	\$ (3,386)	\$ -	\$ -	\$ (25,294)	\$ -	\$ -	\$ (93,263)	\$ (14,081)	\$ (836)	\$ (36,866)	\$ -	\$ (362)
Unexpended Balance	\$ -	\$ 50,000	\$ -	\$ 38,655	\$ -	\$ -	\$ 2,788	\$ 20,117	\$ 3,752	\$ 6,523	\$ 1,748	\$ (1,584)
Percentage Utilized	100%	0%	100%	56%	6%	0%	98%	81%	65%	76%	100%	45%
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	956-2021	959-2020	959-2021	963-2021	963-2022	971-2021	987-2021	995-2021	996-2021	997-2021
	WIOA, Title II, Adult Basic Ed	Perkins IV/CTE/IA- Basic Grant	SLS Supplemental Operating Aid	SNAP Employment & Training Venture IV	SNAP Employment & Training Venture IV	North Country Region Career Pathways III	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
Program Description												
Approved Budget	\$ 60,182	\$ 121,263	\$ 57,639	\$ 370,279	\$ 300,000	\$ 190,129	\$ 100,000	\$ 35,000	\$ 5,000	\$ 405,147	\$ 125,000	\$ 125,000
Revenue Available/Earned	\$ 60,182	\$ 121,263	\$ 46,166	\$ 141,125	\$ 24,625	\$ 23,750	\$ -	\$ 35,000	\$ 4,500	\$ 405,147	\$ 125,000	\$ 125,000
Prior Year Rollover	\$ -	\$ -	\$ 11,473	\$ 70,279	\$ 33,204	\$ 90,129	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures to-date	\$ (46,434)	\$ (83,781)	\$ (40,318)	\$ (178,200)	\$ (111,449)	\$ (58,368)	\$ -	\$ (5,308)	\$ -	\$ (275,349)	\$ (103,410)	\$ (101,967)
Est.Encumbrances to-date (including indirect cost)*	\$ (10,987)	\$ (28,196)	\$ (5,863)	\$ -	\$ (13,123)	\$ -	\$ -	\$ (17,797)	\$ -	\$ (55,689)	\$ (18,781)	\$ (18,749)
Unexpended Balance	\$ 2,762	\$ 9,286	\$ 11,458	\$ 33,204	\$ (66,743)	\$ 55,511	\$ -	\$ 11,895	\$ 4,500	\$ 74,109	\$ 2,809	\$ 4,284
Percentage Utilized	95%	92%	80%	48%	42%	31%	0%	66%	0%	82%	98%	97%
Grant Program Ending:	6/30/2021	6/30/2021	6/30/2021	9/30/2020	9/30/2021	3/31/2021	3/31/2022	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	Contract Pending	10/14/2020	10/9/2021	12/8/2020	1/7/2021	1/7/2021
Director:	Friedman	Friedman	Gray	Friedman	Friedman	Friedman	Friedman	Friedman	Gray	Friedman	Friedman	Friedman

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