

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 AUGUST 18, 2021  
PROPOSED EXECUTIVE SESSION AT 6:30 P.M. – MEETING TO FOLLOW**

- 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. MOMENT OF SILENCE IN MEMORY OF CVES BOARD MEMBER (Enc. 1)
- No Action 4. INTRODUCTION OF ALL PRESENT
- No Action 5. OPINIONS AND CONCERNS FROM THE AUDIENCE
- No Action 6. CAPITAL PROJECT UPDATE  
    --Dr. Mark Davey, Mr. Eric Bell & SchoolHouse Construction Services, LLC
- Action 7. MINUTES OF PREVIOUS MEETING  
    a. July 14, 2021 Meeting Minutes (Enc. 2)
8. CONSENT AGENDA FINANCIAL
- Action a. Certification of Warrant (Enc. 3)
- Action b. Cross Contracts (Enc. 4)
- Action c. Contractor/Consultant Agreements (Enc. 5)
- Action d. Adult Ed Sponsorship Agreements (Enc. 6)
- Action e. Motorola Bid (Enc. 7)
- Action f. Cafeteria Meals Services Agreement (Enc. 8)
- Action g. National School Lunch Program (Enc. 9)
- Action h. Officers for Free and Reduced Lunch Appeals (Enc. 10)
- Action i. School Breakfast/Lunch Rate Increases (Enc. 11)
- Action j. Special Education School-Age Summer School Resolution (Enc. 12)
9. OLD BUSINESS - Committees
- Action a. Audit Committee Member (Enc. 13)
10. CONSENT AGENDA PERSONNEL
- Action a. Amendment (Enc. 14)
- Action b. Resignation for the Purpose of Retirement (Enc. 15)
- Action c. Resignations (Enc. 16)
- Action d. Leaves of Absence (Enc. 17)
- Action e. Four-Year Probationary Appointment (Enc. 18)
- Action f. Civil Service Probationary Appointments (Enc. 19)
- Action g. Civil Service Provisional Appointments (Enc. 20)
- Action h. Permanent Appointments (Enc. 21)

- Action i. Temporary Appointments (Enc. 22)
- Action j. Special Education Summer School Additions (Enc. 23)
- Action k. Additional Work (Enc. 24)
- Action l. 2021 Summer Work (Enc. 25)
- Action m. 2021-22 Annual Renewal Substitute List (Enc. 26)
- Action n. Extraclassroom Activity Fund (Enc. 27)
- Action o. Dignity Act Coordinator (Enc. 28)

11. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- Action a. Appoint CVES Title IX Coordinators & Decisionmaker (Enc. 29)
- Action b. Appoint Board Rep to Serve on Clinton County School Board (Enc. 30)
- Action c. Appoint NYSSBA Legislative Liaison (Enc. 31)
- Action d. Adopt Revised Policies (Enc. 32)
- No Action e. Revised Policy – First Reading (Enc. 33)
- No Action f. New Policy – First Reading (Enc. 34)
- Action g. Memorandum of Agreement with CVES 12-Month Support Unit (Enc. 35)
- Action h. Memorandum of Agreement with CVES Administrative Unit (Enc. 36)

12. NEW BUSINESS

- No Action a. None this Month

No Action 13. STRATEGIC PLAN UPDATE – Dr. Mark Davey

No Action 14. DISTRICT SUPERINTENDENT’S UPDATE

No Action 15. OTHER

No Action 16. NEXT BOARD MEETING

Wednesday, September 8, 2021, at the Instructional Services Center in Plattsburgh – Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.

No Action 17. REPORTS FROM DIRECTORS (Enc. 37)

Action 18. ADJOURNMENT

# **CHAMPLAIN VALLEY EDUCATIONAL SERVICES**

## **VISION**

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

## **MISSION**

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

## **IMPORTANT DATES**

September 8, 2021	Board Meeting – Instructional Services Center, Mineville – 6:30 p.m.
September 30, 2021	CV-TEC HSED Graduation Ceremony – West Side Ballroom - 6:30 p.m.
October 13, 2021	Audit Committee Meeting – Instructional Services Center, Plattsburgh – 5:00 p.m.
October 13, 2021	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
October 14, 2021	Special Education Open House/Community Resources Fair - WAF – 4:00 p.m.
October 20, 2021	CV-TEC Family Night – Mineville – 6:00 p.m.
October 21, 2021	CV-TEC Family Night – Plattsburgh – 6:00 p.m.
October 24-26, 2021	NYSSBA Convention – New York City
November 2, 2021	Board Budget Committee Meeting – Discuss Budget Development & Review 2021-22 Reconciliations – Conference Center, Plattsburgh 7:00 p.m.
November 10, 2021	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
November 30, 2021	Board Budget Committee Meeting – Review Reconciliations & Set Parameters for 2022-23 Budgets – Conference Center, Plattsburgh 7:00 p.m.
December 8, 2021	Audit Committee Meeting – John Harold Center, Plattsburgh 5:00 p.m.
December 8, 2021	Board Meeting – John Harrold Center, Plattsburgh – 7:30 p.m.
January 12, 2022	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
January 25, 2022	Board Budget Committee Meeting – Analyze/Discuss Preliminary 2022-23 Budgets – Finalize Draft Budgets – Conference Center, Plattsburgh - 7:00 p.m.
February 9, 2022	Audit Committee Meeting – Conference Center, Plattsburgh 5:00 p.m.
February 9, 2022	Board Meeting/Budget Presentations – Conference Center, Plattsburgh – 6:30 p.m.
February 17-19, 2022	AASA Convention – Nashville, TN
March 7, 2022	Spelling Bee – Plattsburgh City School High School Auditorium 5:00 p.m. (Snow date: March 8, 2022)
March 9, 2022	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
March 9, 2022	ISAB Awards – Giltz Auditorium SUNY Plattsburgh – TBD
March 24, 2022	CV-TEC Open House – Plattsburgh – 6:00 p.m.
March 29, 2022	CV-TEC Open House – Mineville – 6:00 p.m.
April 2-4, 2022	NSBA Convention – San Diego, CA
April 13, 2022	Annual Meeting – Conference Center, Plattsburgh – 6:30 p.m.
April 28, 2022	Election of CVES Board Members and Vote on Administrative Budget
May 11, 2022	Audit Committee Meeting – Yandon-Dillon Center, Mineville 5:00 p.m.
May 11, 2022	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
May 18, 2022	NTHS Ceremony (Mineville Campus) Moriah CSD – 7:00 p.m.
May 19, 2021	Career Connect – Location/Time TBD
May 26, 2022	NTHS Ceremony (Plattsburgh Campus) TBD – 7:00 p.m.
May TBD, 2022	SkillsUSA Awards Banquet – TBD – 6:00 p.m.
June 8, 2022	Board Meeting – Conference Center, Plattsburgh – 6:30 p.m.
June 9, 2022	No. Country Loggers Awards Banquet – TBD
June 10, 2022	WAF Graduation Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 17, 2022	Yandon-Dillon Special Education Graduation Ceremony – Mineville Campus – 11:00 a.m.
June TBD, 2022	HSED Graduation – TBD – 1:00 p.m.
June 21, 2022	CV-TEC Plattsburgh Graduation Ceremony – TBD – 7:00 p.m.
June 22, 2022	CV-TEC Mineville Graduation Ceremony – Moriah Central School – 7:00 p.m.,

## **MOTIONS TO ENTER INTO EXECUTIVE SESSION**

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

## **ENC. 1**

Moment of Silence in memory of CVES Board member Linda Gonyo-Horne

## **ENC. 2**

Recommend that the Board approve the Draft Minutes from the July 14, 2021 Reorganizational meeting. (attached)

## **ENC. 3**

Recommend that the Board approve the Certification of Warrant for July 1, 2021 to August 9, 2021. (attached)

## **ENC. 4**

Recommend the Board approve the following Cross Contracts:

1. 2020-21 Final- Otsego-Northern Catskills BOCES, \$25  
-School Improvement Workshops (CVES)
2. 2020-21 Final - Erie 2 BOCES, \$11,828.17  
-Video Conferencing (Boquet Valley, Moriah, Peru, Saranac)  
-Superintendent Evaluation (Beekmantown)
3. 2020-21 Final - Delaware-Chenango-Madison-Otsego BOCES, \$18,913  
-Staff Development Workshops (Peru CSD)
4. 2020-21 Final- Capital Region BOCES, \$4,963,875.59  
-Arts in Educations (CVES)  
-Distance Learning (AuSable Valley, Beekmantown, Moriah, Plattsburgh, Willsboro)  
-School Curriculum Improvement (Northern Adirondack, Peru)  
-Internet Services (AuSable Valley, Beekmantown, Boquet Valley, Chazy, Crown Point, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Putnam, Schroon Lake, Ticonderoga)  
-Model Schools (Boquet Valley, Chazy, Crown Point, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, Willsboro)  
-Computer Services (AuSable Valley, Beekmantown, Boquet Valley, CVES, Chazy, Crown Point, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Saranac, Schroon Lake, Ticonderoga, Willsboro)  
-VOIP Telephone Services (Boquet Valley, Chazy, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Putnam, Ticonderoga)  
-Labor Relations (Beekmantown, Boquet Valley, CVES, Chazy, Moriah, Northeastern Clinton, Northern Adirondack, Saranac, Ticonderoga, Willsboro)  
-Teacher Certification (AuSable Valley, Beekmantown, Boquet Valley, CVES, Chazy, Crown Point, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Putnam, Saranac, Schroon Lake, Ticonderoga, Willsboro)
5. 2020-21 Final- Tompkins-Seneca-Tioga BOCES, \$6,583  
-School Improvement Services (Peru)
6. 2020-2021 Final- Monroe 2-Orleans BOCES, \$2,883.35  
-Elementary Science Program (Keene)

## **ENC. 4 CONTINUED**

7. 2020-2021 Final – Oswego CITI BOCES, \$2,950

-School Improvement (Northern Adirondack)

-NYS CDOS-SACC Credit Management (CVES)

8. 2021-22 Initial - Questar III BOCES, \$56,923

-State Aid Planning (AuSable Valley, Beekmantown, Boquet Valley, Chazy, Crown Point, Keene, Moriah, Northeastern Clinton, Peru, Plattsburgh City, Saranac, Schroon Lake, Ticonderoga, and Willsboro)

-Asset Management and Planning (Peru).

9. 2021-22 Initial - Onondaga-Cortland-Madison BOCES, \$616

-Energy Coordination Services (Keene CSD)

## **ENC. 5**

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Prism Decision Systems, LLC under which Prism Decision Systems will provide planning and facilitation support to assist BOCES in accelerating and improving the BOCES-wide strategic plan for continuous academic improvement. Agreement services will take place during the 2021-2022 school year for an amount not anticipated to exceed \$17,580. (Administration) (attached)

2. Agreement between Clinton-Essex-Warren-Washington BOCES and A.P.L. Associates for the purpose of obtaining an Instructional Skills Level I Workshop for BOCES and BOCES component districts in an amount not anticipated to exceed \$19,200. The workshop dates are December 14, 15 & 16, 2021 and January 25 & 26, 2022. (ISC) (attached)

## **ENC. 6**

Recommend that the Board approve the following Adult Education Sponsorship Agreements:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and AuSable Valley, Beekmantown, Boquet Valley, Chazy Union Free, Crown Point, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh City, Saranac, Schroon Lake, Ticonderoga, and Willsboro Central School Districts for the purpose of providing Adult Education Instructional Activities for the 2021-2022 school year. (CV-TEC) (attached)

## **ENC. 7**

Recommend that the Board award the bid for F.M. Motorola Repeaters, Mobile, Portable Equipment, Related Software and Bus Mobile Video Systems to Bear Communications of Plattsburgh, NY for the following amounts. Bid pricing shall remain valid for the dates of August 19, 2021 through August 18, 2022.

1. FM Repeater/Receiver (UHF), Model SLR 8000 - \$9,356
2. FM Repeater/Receiver(UHF), Model SLR 5700 - \$5,660
3. FM Mobile Radio(UHF), Model XPR5550e - \$1,321
4. FM Mobile Radio (For Removal of Old Equipment and Installation Mobile Only) - \$400

## **ENC. 7 CONTINUED**

5. FM Control Station(UHF), Model XPR5550e - \$1,272
6. FM Portable Radio(UHF), Model XPR7550e - \$995
7. FM Portable Radio(UHF), Model BC300D - \$289
8. FM Portable Radio(UHF), Model XPR3500e - \$581
9. FM Portable Radio(UHF), Model SL 300 - \$349
10. FM Portable Radio(UHF), Model SL 3500e - \$615
11. FM Portable Radio(UHF), Model BRP 40/Analog (VHF) - \$195
12. FM Portable Radio(UHF), Model BPR 40 (UHF) - \$205
13. FM Restricted Access, Model HKVN4178 - \$210

Additional options available from the Manufacturers catalog are available at the listed price less the following discounts:

Motorola Equipment/Listed Price: 25%

Motorola Accessories/Listed Price: 10%

Bus Mobil Video Equipment & Accessories/Listed Price: 15%

Notes: Bear Communications Services was the sole bidder. Bid pricing will be open for use by bid participants including Clinton-Essex-Warren-Washington BOCES, St. Lawrence-Lewis BOCES, Franklin-Essex-Hamilton BOCES, Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES, and their respective component districts.

## **ENC. 8**

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Adirondack Community Action Programs, Inc. (ACAP) under which BOCES will provide breakfast and lunch meals to ACAP preschool students and staff at the Yandon-Dillon Center in Mineville during the 2021-22 school year. ACAP agrees to pay BOCES the following meal prices: \$2.46 for each student breakfast; \$3.81 for each student lunch; \$2.65 for each adult breakfast; \$4.45 for each adult lunch. ACAP will also pay BOCES \$30,000 as their share of the cost for a food service helper position at the Yandon-Dillon cafeteria for the 2021-22 service period. (Management Services) (attached)

## **ENC. 9**

Recommend that the Board approve the Policy Statement for Free and Reduced Priced Meals or Free Milk in accordance with NYSED program requirements for the federally assisted National School Lunch Program, School Breakfast Program, or Special Milk Program, for the 2021-22 school year. (attached)

## **ENC. 10**

1. Recommend that the Board appoint Jessica LaClair, Accountant (Schools), as the Reviewing and Verification Official for Free and Reduce Lunch Eligibility, effective August 18, 2021, through the July 2022 Reorganizational Meeting, with no additional compensation.

## **ENC. 10 CONTINUED**

2. Recommend that the Board appoint Eric Bell, Assistant Superintendent of Management Services, as the Hearing Official for Free and Reduced Lunch appeals, effective August 18, 2021 through the July 2022 Reorganizational Meeting, with no additional compensation.

## **ENC. 11**

Recommend that the Board adopt the following costs for second meals for students in our cafeterias. A cost of \$2.46 for a Second Breakfast and \$3.81 for a Second Lunch. First meals are free for students under the Community Eligibility Provision (CEP). (Yandon-Dillon and William A. Fritz Campuses)

## **ENC. 12**

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

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

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

WHEREAS, the CEWW BOCES has received written notification from the following school districts indicating their commitment to participate in the 2022 Special Education School-Age Summer School and to pay the actual costs of operating the 2022 summer program, notwithstanding State Education Department tuition rates:

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

IT IS THEREFORE RESOLVED, that after diligently analyzing written notices provided by component Districts via Board Resolution, committing to pay the actual costs of operating the 2022 summer program, notwithstanding State Education Department tuition rates, the CEWW Board of Cooperative Educational Services authorizes the CEWW BOCES Special Education Director to provide 2022 Special Education School-Age Summer School.

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

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

IT IS THEREFORE RESOLVED, that if component Districts commit by Board Resolution to pay the actual costs of operating the 2023 summer program, notwithstanding State Education Department tuition rates, as indicated by written notice from those Districts, no later than August 1, 2022; CEWW BOCES will diligently analyze its ability to provide services in summer 2023, based in part, on the number of component participants and students; and

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



**DRAFT**

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

DATE: July 14, 2021  
KIND OF MEETING: Reorganization Board Meeting  
PLACE: Instructional Services Center - Plattsburgh NY

Board Members Present:

Leisa Boise  
Patricia Gero  
Linda Gonyo-Horne  
Richard Harriman, Sr.  
Richard Malaney  
Bruce Murdock  
Michael St. Pierre  
Donna Wotton

Board Members Absent:

Donna LaRocque  
Ed Marin  
Thomas McCabe  
Lori Saunders  
Florence Sears  
Doug Spilling  
Scott Thurber

Others Present:

Amy Campbell  
Michele Friedman  
Matthew Slattery  
Eric Bell  
Michael Horne

Executive Officer:  
Dr. Mark C. Davey

Board Clerk:  
Meaghan Rabideau

MEETING TO ORDER District Clerk, Meaghan Rabideau called the meeting to order at 6:37 p.m.

OATH OF OFFICE Patricia Gero, Richard Harriman Sr. & Donna Wotton will sign and file the Oath of Office.

2021-22 BOARD PRESIDENT Mr. Murdock moved, seconded by Mrs. Boise, to nominate Michael St. Pierre as President of the CVES Board for 2021-22. There being no other nominations, Mr. Murdock moved, seconded by Mrs. Boise to close the nominations. All Board Members present voted yes—motion carried. Mr. St. Pierre was elected Board President for 2021-22 and will sign and file the Oath of Office.

2021-22 BOARD VICE PRESIDENT Mr. Murdock moved, seconded by Mrs. Boise, to nominate Ed Marin as Vice President of the CVES Board for 2021-22. There being no other nominations, Mr. Murdock moved, seconded by Mrs. Boise, to close the nominations. All Board Members present voted yes—motion carried. Mr. Marin was elected Board Vice President for 2021-22 and will sign and file the Oath of Office.

2021-22 BOARD DEPUTY VICE PRESIDENT Mr. St. Pierre moved, seconded by Mrs. Boise, to nominate Bruce Murdock as Deputy Vice President of the CVES Board for 2021-22. There being no other nominations, Mr. Harriman Sr. moved, seconded by Mrs. Boise, to close the nominations. All Board Members present voted yes—motion carried. Mr. Murdock was elected Board Deputy Vice President for 2021-22 and will sign and file the Oath of Office.

BOARD MEMBER  
APPOINTMENT

Mr. Harriman Sr. moved, seconded by Mrs. Gonyo-Horne, that the Board appoint Mrs. Florence Sears to the CVES vacant Board seat through April 28, 2022. Mrs. Sears 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 Mrs. Boise, that the Board go into Executive Session at 6:44 p.m., for the following reasons: A matter of discussion regarding potential, 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; and #9 - A matter related to a specific student of the district. All Board Members present voted yes—motion carried.

In Executive Session, the Board considered the District Superintendent's 1-Year contract amendment (7th) recommended by Board President Mr. Michael St. Pierre following his annual evaluation. Next, Dr. Davey discussed his hiring recommendation for filling the Satellite Campus principal/CIO position vacancy created by the retirement of Mr. James McCartney. Third, a Labor Relations Service update was provided by Dr. Davey on the recommended CVES Administrators Unit 4-year contract (7/1/21 – 6/30/25) which had been ratified by the Unit. Additionally, a Memorandum of Understanding (MOU) with the Confidential Unit to add a new position to their group was reviewed, and personnel updates were shared by Dr. Davey. Next, a Special Education update was provided on a recommended approval of the Disclosure of Joint Representation Agreement. The agreement allows CVES and a component district to be jointly represented in a legal matter involving a student. The Board was then briefed on a confidential student matter involving potential litigation. Sixth, the District Superintendent reviewed a legal recommendation involving a real estate matter involving the Town of Plattsburgh, Clinton County and CVES on a matter under consideration for Board action during the Business portion of the meeting. Lastly, the Board was briefed on a draft contract involving the ELC monies with the Clinton County Health Department and CVES to support COVID-19 testing in Clinton County schools and CVES.

Mr. Harriman Sr. moved, seconded by Mrs. Boise, that the Board come out of Executive Session at 7:36 p.m. All Board Members present voted yes—motion carried.

PUBLIC HEARING  
ON CODE OF  
CONDUCT

Dr. Davey opened the Public Hearing for the CVES draft Code of Conduct at 7:42 p.m. He introduced and thanked Mrs. Michele Friedman, Director of Career and Technical Education who helped Chair the Code of Conduct Committee with Mr. Slattery. Dr. Davey also thanked the entire Code of Conduct Committee for their time and hard work on the recommended updates. Next, Mrs. Friedman shared the

PowerPoint presentation that listed the members of the Code of Conduct Committee and highlighted a summary of the major updates/changes that the Committee made for 2021-22. The Summary of changes this year was very brief including a revision to a Civil Rights Compliance Officer, Mr. James McCartney who is retiring, to Mr. John Iorio. The remaining changes were only grammatical in nature. The Code of Conduct can be found on the CVES website. There were no concerns from the public. The Public Hearing ended at 7:47 p.m. The Regular Meeting resumed at 7:48 p.m.

CONSENT  
AGENDA RE-  
ORGANIZATIONAL

Mr. Harriman, Sr. moved, seconded by Mrs. Gonyo-Horne, to approve the following consent agenda Re-Organizational items as presented. All Board Members present voted yes—motion carried.

APPOINTMENT OF  
BOARD CLERK

Appoint Meaghan Rabideau to the position of Board Clerk, effective July 14, 2021 through the July 2022 Reorganization Meeting, per terms and conditions of Salary & Benefit Agreement. The Board Clerk will sign and file the Oath of Office.

APPOINTMENT OF  
DEPUTY BOARD  
CLERK

Appoint Julie Jolicoeur to the position of Deputy Board Clerk, as needed, effective July 14, 2021 through the July 2022 Reorganization Meeting, with an additional compensation of \$40.32/hour for hours worked beyond the contractual work day. The Deputy Board Clerk will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF  
TREASURER

Appoint Christine Myers to the position of Treasurer, effective July 14, 2021 through the July 2022 Reorganization Meeting, per terms and conditions of Employment Agreement. The Treasurer will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF  
DEPUTY  
TREASURER

Appoint Jessica LaClair to the position of Deputy Treasurer, as needed, effective July 14, 2021 through the July 2022 Reorganization Meeting, with an additional compensation of \$39.45/hour for hours worked beyond the contractual workday. The Deputy Treasurer will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF  
CLAIMS AUDITOR

Appoint Angela Jennette to the position of Claims Auditor, effective July 14, 2021 through the July 2022 Reorganization Meeting, with an additional compensation of \$35.00/hour for hours worked beyond the contractual workday. The Claims Auditor will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF  
PAYROLL  
AUDITOR

Appoint Jessie Moulton to the position of Payroll Auditor, effective July 14, 2021 through the July 2022 Reorganization Meeting, with an additional compensation of \$47.54/hour for hours worked beyond the contractual workday. The Payroll Auditor will sign the Oath of Office and file with the Board Clerk.

APPOINTMENT OF

Appoint Stephanie Trombly to the position of Purchasing Agent, effective July 14,

<u>PURCHASING AGENT</u>	2021 through the July 2022 Reorganization Meeting, with no additional compensation. All Board Members present voted yes—motion carried.
<u>APPOINTMENT OF CENTRAL TREASURER-EXTRACLASSROOM ACTIVITY FUND</u>	Appoint Colby Siskavich to the position of Central Treasurer-Extraclassroom Activity Fund, effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF RECORDS ACCESS OFFICER</u>	Appoint Meaghan Rabideau to the position of Records Access Officer, effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation
<u>APPOINTMENT OF RECORDS ACCESS APPEALS OFFICER</u>	Appoint Dr. Mark Davey to the position of Records Access Appeals Officer effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF RECORDS MANAGEMENT OFFICER</u>	Appoint Christine Myers to the position of Records Management Officer, effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF ASBESTOS DESIGNEE</u>	Appoint Jeffrey Sisson to the position of Asbestos Designee, effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF CIVIL RIGHTS OFFICER</u>	Appoint John Iorio and Dr. Grace Stay as the CVES Civil Rights Compliance Officers, effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF SECTION 504 OFFICER</u>	Appoint Matthew Slattery as the CVES Section 504 Compliance Officer, effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF MEDICAID COMPLIANCE OFFICER</u>	Appoint Matthew Slattery as the CVES Medicaid Compliance Officer, effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation.
<u>APPOINTMENT OF DATA PROTECTION OFFICER</u>	Appoint Alex St. Pierre, Network & Systems Coordinator, as Data Protection Officer, effective July 14, 2021 through the July 2022 Reorganization meeting, with no additional compensation.
<u>DESIGNATING</u>	Designate Jeffrey Sisson to supervise the keeping of the register of attendance in

PERSONNEL TO  
KEEP  
ATTENDANCE  
REGISTER

accordance with Attendance Policy #4890, effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation.

DESIGNATING  
OFFICIAL BANK  
DEPOSITORIES

1. Designate TD Bank, New York Cooperative Liquid Assets Security System (NYCLASS) and Glens Falls National as the official depositories for CVES operating accounts for the 2021-22 school year.

2. Designate the following banks as official depositories for temporary investments, as authorized by Board Policy, for the 2021-22 school year: TD Bank, New York Cooperative Liquid Assets Security System (NYCLASS), Community Bank, Glens Falls National Bank & Trust Co., National Bank and Trust (NBT), KeyBank, Champlain National Bank and Adirondack Bank.

AUTHORIZATION  
OF SIGNATURES  
ON CHECKS

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

AUTHORIZATION  
TO CERTIFY  
PAYROLLS

Authorize the Assistant Superintendent of Management Services as Certifier of Payroll at no additional compensation and appoint the Assistant Superintendent for Educational Services as Certifier of Payroll, as needed, effective July 14, 2021 through the July 2022 Reorganization Meeting, with no additional compensation.

AUTHORIZATION  
TO APPROVE  
ATTENDANCE AT  
CONFERENCES,  
CONVENTIONS,  
AND WORKSHOPS

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

AUTHORIZATION  
TO APPLY FOR  
GRANTS AND AID

Authorize the District Superintendent to apply for grants and aid.

EXTRACLASSROOM  
ACTIVITY FUND

Extraclassroom Activity Fund

This is the fund which accounts for the monies raised by students through their projects. There is a need to have staff involved with the management of this fund. It is recommended that the following people be appointed to monitor this fund, effective July 14, 2021 through July 2022 Reorganization Meeting, with no additional compensation:

Chief Faculty Advisors – Adam Facticeau for the Plattsburgh Campus, James McCartney for the Satellite Campus, and Grace Stay for the Mineville Campus.

EXTRACLASSROOM FACULTY AUDITOR Recommend that the Board appoint Christine Myers as the Extraclassroom Faculty Auditor, effective July 14, 2021 through the July 2022 Reorganization Meeting, at no additional compensation.

AUTHORIZATION OF INDIVIDUALS TO COLLECT MONEY Authorize the following individuals to collect money at all CVES locations for the 2021-22 school year:

CV-TEC – Plattsburgh & Satellite Campuses

Bevan Gertsch-Cochran – Culinary Arts Management  
Tanner Senecal – Culinary Arts Management  
Jennifer Parker – Environmental Conservation/Forestry  
Joshua Pierce – Environmental Conservation/Forestry  
Beverly Thwaites - Cosmetology  
Lisa Banker – Cosmetology  
Erin Meyer – Animal Science/Veterinary Assistant  
Anika Craig – Animal Science/Large Animal Production  
Christina LeFevre - Adult Education Tuitions and other CV-TEC programs  
Debra Geddes – Adult Education Tuitions and other CV-TEC programs  
Kathy Mallette - Adult Education Tuitions and other CV-TEC programs  
Nicole Osika – Adult Education Tuitions and other CV-TEC programs  
Dena Tedford – Health Career Program Activities

CV-TEC – Mineville

Kimberly Lincoln – Cosmetology  
Marcie Frasier – Special Education and CV-TEC program activities

Special Education – Plattsburgh

Janet Arthur – Special Education program activities  
Karen Davis - Special Education program activities  
Tonya Robinson – Work Experience program activities

Special Education – Mineville

Joan McGowan – Career Pathways activities

Instructional Services Center

Angela Jennette – Participant fees and other ISC services  
April Miner – Participant fees and other ISC services

Business Office – Satellite Campus

Deanna Akin – Bank deposits and general collections  
Jessica LaClair – Bank deposits and general collections

Cafeteria

Adele Huchro – Mineville Campus – Cafeteria Sales  
Julie Holbrook – Mineville & Plattsburgh Campuses – Cafeteria Sales  
Angela Provost – Plattsburgh Cafeteria Sales  
Jocelyn Lopez – Mineville Campus – Summer Food Service Program – Cafeteria Sales

DIGNITY ACT  
COORDINATORS

Approve the following Dignity Act Coordinators for the 2021-22 school year:

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

CAPITAL PROJECT  
UPDATE

Dr. Davey began the Capital Project update by commending our CVES Capital Project construction team noting that progress has been made during the past few weeks since the start of our summer break. He then introduced Mr. Bell who provided a slideshow of recent photos that included progress on the following areas: new entrance from the Military Turnpike Extension into the Satellite Campus South building, and bridge work over the wetlands areas to avoid mitigation. Further, progress areas highlighted included the South Hanger building new addition, new parking lot for staff and several other site work photos. Numerous interior construction projects are underway and set to be finalized by the end of summer including bathrooms, office space, and CVES new Conference Center. Mr. Bell shared that the CVES O&M team has made great renovation progress on the new office space in the Management Services area, while working along-side our general contractors (GCs). The Mineville campus construction continues ahead of schedule with window installation, asbestos abatement, and main office renovation demo. Contractors have also begun excavation at the main entrance for the new vestibule and secure entrance area. Lastly, Mr. Bell discussed what to expect during the next 30 days at both campuses while preparing for the return of students in the fall.

PREVIOUS  
MINUTES

Mr. Murdock moved, seconded by Mr. Harriman Sr., to approve the minutes of the June 9, 2021 Board Meeting as presented. All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
FINANCIAL

Mrs. Gonyo-Horne moved, seconded by Mr. Harriman Sr., 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 May 28, 2021 to June 30, 2021, as presented.

TREASURER'S  
REPORT

Approve the Treasurer's Report for May 31, 2021, as presented.

PETTY CASH  
FUNDS

Approve the following petty cash funds and bursars for the 2021-22 school year (each fund will maintain an amount of \$100/each):

WAF Special Education Dept. – Janet Arthur

Instructional Services Center – April Miner  
Mineville Campus – Marcie Frasier  
Satellite Campus CV-TEC – Kathy Mallette  
Management Services – Jessica LaClair  
CV-TEC Plattsburgh Main Campus – Christina LeFevre

CHANGE FUNDS

Approve the following change funds and custodians of the funds for the 2021-22 school year:

Special Education:

Special Education Career Pathways (Mineville), Joan McGowan - \$15.00  
Special Education – Work Experience Sunshine Café (Plattsburgh), Tonya Robinson - \$25.00  
Special Education – Short-term classroom program activities (Plattsburgh), Janet Arthur - \$25.00

CV-TEC:

CV-TEC Cosmetology II (Plattsburgh), Lisa Banker - \$100  
CV-TEC Cosmetology (Mineville), Kimberly Lincoln - \$200  
CV-TEC Culinary Arts & Hospitality Resort Services (Plattsburgh), Bevan Gertsch-Cochran - \$200 (\$100 per each register)  
CV-TEC Conservation (Plattsburgh), Jennifer Parker - \$50  
CV-TEC Student Tuitions and Fees (Plattsburgh), Debra Geddes - \$100

Cafeteria:

Mineville Campus – Adele Huchro (RSY)/Jocelyn Lopez (Summer Food Service) - \$10  
Plattsburgh Campus – Angela Provost - \$10

BUDGET INCREASE

Approve the following Budget Increase(s):

1. Supplemental Nutrition Assistance Program (SNAP) Employment & Training Venture IV special aid fund project, from \$300,000 to \$333,203.71, for the period of October 1, 2020 through September 30, 2021. This is due to rollover of the 2019-2020 project funds. (CV-TEC)
2. North Country Region Career Pathways III Program special aid fund project budget from \$100,000 to \$145,263, for the period of April 1, 2021 through March 31, 2022, due to rollover of unexpended 2020-2021 project funds of \$45,263. (pending a fully executed contract with North Country Workforce Partnership, Inc.) (CV-TEC)

CROSS CONTRACTS

Approve the following Cross Contracts:

1. 2021-22 Initial - Capital Region BOCES, \$3,842,233.72  
-Distance Learning (AuSable Valley, Beekmantown, CVES, Moriah, Northern Adirondack, Plattsburgh, Ticonderoga)



- Staff Development (Peru)
- Internet Services (AuSable Valley, Beekmantown, Boquet Valley, Crown Point, Moriah, Northeastern-Clinton, Northern Adirondack, Peru, Plattsburgh, Putnam, Schroon Lake, Ticonderoga)
- Model Schools (Boquet Valley, Crown Point, Keene, Moriah, Northern Adirondack, Peru, Saranac, Willsboro)
- Computer Services (AuSable Valley, Beekmantown, Boquet Valley, Chazy, Crown Point, CVES, Keene, Moriah, Northeastern-Clinton, Northern Adirondack, Peru, Plattsburgh, Putnam, Saranac, Schroon Lake, Ticonderoga, Willsboro)
- Laser Fiche (Peru)
- VOIP Telephone Services (Boquet Valley, Chazy, Northeastern-Clinton, Northern Adirondack)
- Teacher Certification (AuSable Valley, Boquet Valley, Chazy, Crown Point, CVES, Keene, Moriah, Northeastern-Clinton, Northern Adirondack, Peru, Plattsburgh, Putnam, Saranac, Schroon Lake, Ticonderoga, Willsboro)

2. 2021-22 Initial- Oswego BOCES, \$2,450

- NYS CDOS or SACC Credential Management System (CVES)

3. 2021-22 Initial - St. Lawrence-Lewis BOCES, \$47,559

- Section X Athletic Coordination (Peru, Plattsburgh)
- Cooperative Purchasing (AuSable Valley, Beekmantown, Boquet Valley, Chazy, Crown Point, CVES, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh City, Saranac, Schroon Lake, Ticonderoga, and Willsboro)

4. 2021-22 Initial - Washington-Saratoga-Warren-Hamilton-Essex BOCES, \$84,697.14

- Special Education-Vision Services (Schroon Lake)
- Model Schools (Beekmantown, Chazy)
- Learning Technology (Beekmantown)

5. 2021-22 Initial - Erie 1 BOCES, \$3,790

- Policy Services (Boquet Valley and CVES)

6. 2021-22 Initial - Jefferson-Lewis BOCES, \$5,250

- Drug & Alcohol Testing Services (AuSable Valley, Beekmantown, Boquet Valley, Chazy, Crown Point, CVES, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, Schroon Lake, and Willsboro).

**CONTRACTOR/  
CONSULTANT  
AGREEMENT**

Approve the following Contractor/Consultant Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Adirondack Helping Hands for the purpose of obtaining therapist services for students in the CVES Special Education Program for the period of July 5, 2021 through August 13, 2021 at a rate of \$82 per hour. The estimated expenditure for

the period will be \$8,856. (Special Education)

PROPOSALS

Accept the following Proposals:

1. Proposal submitted by Hudson Headwaters Health Network (HHHN) under which HHHN will provide School Physician Services at the Plattsburgh City School District for the 2021-22 school year in the amount of \$33,990. Be it further recommended that the CVES Board President be granted authority to enter into the School Physician Services Contract contingent upon CVES' attorney approval. (ISC) (Co-Ser 565)

Note: No additional firms submitted proposals for School Physician Services for the Plattsburgh City School District.

2. Proposal submitted by Laurie Eamer, FNP-BC under which Ms. Eamer will provide School Physician Services at the Peru Central School District for the 2021-22 school year in the amount of \$36,000. Be it further recommended that the CVES Board President be granted authority to enter into the School Physician Services Contract contingent upon CVES' attorney approval. (ISC) (Co-Ser 565)

Note: No additional firms submitted proposals for School Physician Services for the Peru Central School District.

PARTICIPATION  
IN COOPERATIVE  
PURCHASING  
ALLIANCES

Approve the following resolution to participate in Cooperative Purchasing Alliances:

Be it resolved that the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services agrees to participate in the OMNIA Partners Public Sector, Keystone Purchasing Network (KPN), National Cooperative Purchasing Alliance (NCPA), Sourcewell, 1Government Procurement Alliance (1GPA), and PEPPM Technology Cooperative Purchasing Program for the 2021/2022 school year.

PARTICIPATION  
IN COOPERATIVE  
PURCHASING  
PROGRAM

Approve the following resolution:

Be it resolved that the Clinton-Essex-Warren-Washington BOCES Board of Education agrees to participate in the St. Lawrence-Lewis BOCES Cooperative Purchasing Programs in accordance with the guidelines set forth in the "Cooperative Purchasing Agreement" for the 2021/2022 school year

OLD BUSINESS  
COMMITTEE  
REPORTS

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, to appoint the following Board Members to serve on the CVES Budget Committee (for development of the 2022-23 CVES budget) for the 2021-22 school year: Mrs. Boise, Mrs. Saunders, Mrs. Gero and Mr. Thurber. All Board Members present voted yes—motion carried.

Mrs. Gonyo-Horne moved, seconded by Mr. Harriman Sr., to appoint the following Board Members to serve on the CVES Audit Committee (pertaining to

the 2020-21 audit) for the 2021-22 school year: Mrs. Gonyo-Horne, Mr. Harriman, Sr., Mrs. LaRocque, Mr. McCabe and Mr. Spilling. All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
PERSONNEL

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

AMEND LEAVE OF  
ABSENCE

Amend the following leave of absence that was approved at the April 14, 2021 Board meeting:

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

RESIGNATIONS  
GILBERT, GREEN,  
STERLING, KEEFE,  
FRASIER,  
HOLBROOK,  
HEBERT

Accept the following letter(s) of Resignation:

1. Gretchen Gilbert, Teacher Aide/Student Aide, effective June 11, 2021
2. Dana Green, Account Clerk/Typist, effective July 10, 2021
3. Laura Sterling, Account Clerk/Typist, effective July 1, 2021 for the purpose of accepting a Personnel Specialist (schools) position
4. Erin Keefe, Account Clerk/Typist, effective July 1, 2021 for the purpose of accepting a Personnel Specialist (schools) position
5. Marcie Frasier, Typist, effective July 1, 2021 for the purpose of accepting an Account Clerk/Typist position.
6. Julie Holbrook, School Lunch Manager, effective July 1, 2021 for the purpose of accepting a Food Service Director position
7. Nicholas Hebert, Special Education Teacher, effective September 1, 2021

LEAVE OF  
ABSENCE  
WILKINS

Accept the following leave(s) of absence:

1. Victoria Wilkins, Accountant (schools), unpaid leave, June 23, 2021 through June 30, 2021

TENURE  
APPOINTMENT  
SMITH

Grant Tenure to the following person(s):

1. Melissa Smith, Teaching Assistant, effective December 17, 2021

FOUR-YEAR  
PROBATIONARY  
APPOINTMENTS  
RESTREPO,  
BOADWAY

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

1. Alyssa Restrepo, Special Education Teacher, Effective September 1, 2021, Annual Base Salary of \$48,365
2. Savanna-Lin Boadway, Special Education Teacher, Effective September 1, 2021 Annual Base Salary of \$48,365

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

CIVIL SERVICE  
PROBATIONARY  
APPOINTMENTS  
DEMARSE-  
GIROUX,  
QUANTOCK,  
FRASIER,  
HOLBROOK

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

1. Vicki Demarse-Giroux, Benefits Director, Effective June 25, 2021 (was provisional)
2. Emilee Quantock, Benefits Specialist, Effective June 25, 2021, (was provisional)
3. Marcie Frasier, Account Clerk/Typist, Effective July 1, 2021, Annual Base Salary of \$30,500
4. Julie Holbrook, Food Service Director, Effective July 1, 2021, Annual Base Salary of \$63,000

CIVIL SERVICE  
PROVISIONAL  
APPOINTMENTS  
STERLING, KEEFE,  
TAYLOR, HEAD,  
DELONG, LOPEZ

Appoint the following person(s) to a Provisional Civil Service Appointment as follows:

1. Laura Sterling, Personnel Specialist (schools), Effective July 1, 2021, Annual Base Salary of \$39,000
2. Erin Keefe, Personnel Specialist (schools), Effective July 1, 2021, Annual Base Salary of \$39,000
3. Haley Taylor, Network & Systems Technician, Effective July 1, 2021, Annual Base Salary of \$59,210
4. Tavin Head, Computer Specialist, Effective July 1, 2021, Annual Base Salary of \$38,528
5. Trevor Delong, Computer Specialist, Effective July 5, 2021, Annual Base Salary of \$38,528, Prorated Salary of \$38,379.82
6. Jocelyn Lopez, School Lunch Manager, Effective August 16, 2021, Annual Base Salary of \$46,500 (plus additional days per contract)

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

TEMPORARY  
APPOINTMENTS  
POIRIER, BURDO,  
MERCIER, RYAN,  
GOWETT, FISH,  
VANALPHEN,  
MINCHOFF,  
LEFEVRE,  
HURTEAU, SPOOR,  
DIROLF, CASTINE,  
JOHNSON,  
LABONTE,  
MANNING, SNOW,  
SNOW, CHENEY,  
MISIK, MAGEE,  
BORDEAU,  
HUCHRO

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

1. Dana Poirier, Community Outreach Coordinator, Effective July 1, 2021 - June 30, 2022, Annual Base Salary of \$88,510
2. Amy Burdo, Adult Literacy Coordinator, Effective July 1, 2021 – June 30, 2022 Annualized Salary of \$87,421
3. Frank Mercier, Security and Law Enforcement Teacher, Effective September 1, 2021 - June 30, 2022, Annual Base Salary of \$49,572
4. Shawn Ryan, Security and Law Enforcement Teacher, Effective September 1, 2021 - June 30, 2022, Annual Base Salary of \$50,761
5. Kelly Gowett, Allied Health Teacher Uncertified (certification pending), Effective Date: September 1, 2021 – June 30, 2022, Annual Base Salary of \$45,365
6. William Fish, Special Education Teacher, Effective September 1, 2021 - June 30, 2022, Annual Base Salary of \$49,966
7. Heather Vanalphen, Special Education Teacher, Effective September 1, 2021 - June 30, 2022, Annual Base Salary of \$49,633
8. Stacie Minchoff, Special Education Teacher, Effective September 1, 2021 - June 30, 2022, Annualized Base Salary of \$49,572
9. Emily Lefevre, LPN Teacher, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$49,633
10. Maria Hurteau, LPN Teacher Uncertified (certification pending), Effective September 1, 2021– June 30, 2022, Annualized Salary of \$45,365
11. Erin Spoor, LPN Teacher .50 FTE, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$26,060
12. Alexis Dirolf, Adult Literacy Teacher Uncertified, Effective September 1, 2021 – June 30, 2022, Certification Status, Annualized Salary of \$47,703
13. Dalton Castine, Adult Literacy Teacher, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$49,633

14. Laura Johnson, Adult Literacy Teacher, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$49,966
15. Katie Labonte, Adult Literacy Teacher, Effective September 1, 2021 – June 30, 2022, Annualized Salary \$50,762
16. Karen Manning, Adult Literacy Teacher, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$52,422
17. Bridget Snow, Adult Literacy Teacher, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$49,966
18. Tiffany Snow, Adult Literacy Teacher, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$51,611
19. Fay Cheney, Vehicle Mechanical Repair Teacher Uncertified, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$45,365
20. Deborah Misik, Food Service Teacher Uncertified, Effective September 1, 2021 – June 30, 2022, Annualized Salary: \$45,938
21. Michael Magee, Teaching Assistant Uncertified, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$25,507
22. Cristina Bordeau, Teaching Assistant Uncertified, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$25,307
23. Christopher Huchro, Environmental Conservation & Forestry Teacher Uncertified, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$45,365

**PART-TIME  
 APPOINTMENTS**

Approve the following part-time Allied Health Teacher(s) for the 2021-22 School Year:

<u>Name</u>	<u>Position</u>	<u>Annualized Salary</u>	<u>Prorated Salary</u>
Kathy Billings	Allied Health Teacher 40%	\$48,998	\$19,599.20
Catherine Chauvin	Allied Health Teacher 20%	\$48,365	\$9,673
Ellen Lamora	Allied Health Teacher 20%	\$48,365	\$9,673
Mallory Mattison	Allied Health Teacher 20%	\$45,365	\$9,073

SPECIAL  
EDUCATION  
SUMMER SCHOOL  
STAFFING  
ADDITIONS

Approve the following list of Special Education Summer School Staffing Additions:

Teacher Aide/Student Aide, hourly rate of pay per contract  
Suzanne Chrisman WAF

Teacher Aide/Student Aide, \$15/hour

Brianna Hall WAF  
Payton Gough YD  
Novalee Martineau WAF  
Brandee Nephew WAF  
Nicole Dutton WAF  
Katherine Liberty WAF  
Elizabeth Christon WAF  
Jessica Lynn WAF  
Luis Velazquez WAF (pending fingerprint clearance)

Teaching Assistant, \$27/hour

Elizabeth Christon WAF

Teacher, hourly rate of pay per contract

Alyssa Restrepo WAF

Teacher, \$41/hour

Catherine Sample WAF

Speech Language Pathologist, \$41/hour

Erica Cook WAF

Registered Nurse, \$34/hour

Linda Delong WAF

Cook Manager, \$18/hour

Sadie Kaltenbach YD

Jocelyn Lopez YD

ADDITIONAL  
WORK

Approve the following additional work for the 2020-21 School Year:

Stipend Positions, compensation per collective bargaining agreement

Chris Falvey Employee Mentor – WAF

2021 SUMMER  
WORK

Approve the following 2021 Summer Work:

Move/Setup, hourly rate of pay

Christopher Huchro not to exceed 12 hours

Curriculum Development, hourly rate per contract

Stacie Minchoff	not to exceed 20 hours
Frank Mercier	not to exceed 6 hours
Shawn Ryan	not to exceed 6 hours

Continuation of normal work day duties, Hourly rate of pay

Toni Perez	not to exceed 60 additional hours
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Counseling Model Development, hourly rate per contract

Karen Dague	not to exceed 12 hours
Kristen Mitchell	not to exceed 12 hours
Toni Perez	not to exceed 12 hours
Randy Ducatte	not to exceed 12 hours
Stephanie Sorgule	not to exceed 12 hours
Heidi Wells	not to exceed 12 hours
James Anderson	not to exceed 12 hours
Paula Cormier	not to exceed 12 hours
Brigitte Phillips	not to exceed 12 hours

Curriculum Development, hourly rate per contract

Chad Blair	not to exceed 6 hours
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CTE Program Reapproval Curriculum, hourly rate per contract

Fay Cheney	not to exceed 12 hours
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ADULT  
EDUCATION  
COURSE  
INSTRUCTORS

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

Adult Education Health Careers, \$39/hour

Kathy Billings  
Catherine Chauvin  
Ellen Lamora  
Mallory Mattison

Adult Education, \$28/hour

Corey Beaudet  
Christopher Latremore  
Mario Bouchard

FACILITATOR

Approve the following Facilitator(s) for the 2021-22 school year:

Facilitator, \$30/hour

Debra Spaulding



SUBSTITUTES

Approve the following list of Substitute and Temporary-On-Call appointments for the 2021-22 school year:

<u>Name</u>	<u>Title</u>
Leslie Plante	Clerk
Donald Bush	Cleaner/Messenger
Connor McKenzie	Computer Specialist

TEMPORARY ON-  
 CALL RATES FOR  
 THE 2021-22  
 SCHOOL YEAR

Establish the following Temporary-On-Call rates for the 2021-22 school year effective July 1, 2021:

<u>Title (Temporary On-Call)</u>	<u>2020-2021</u>	<u>Type</u>	<u>2021-2022</u>	<u>Type</u>
Teacher	\$115	Daily	\$120	Daily
Counselor	-		\$120	Daily
Nurse (RN)	\$105	Daily	\$110	Daily
Teaching Assistant	\$95	Daily	\$100	Daily
Teacher Aide/Job Placement Aide	\$88	Daily	\$90	Daily
Custodial Worker	\$13.50	Hourly	\$14	Hourly
Building Maintenance Mechanic	\$14	Hourly	\$15	Hourly
Custodial/Building Maintenance Mechanic (Retiree)	\$15	Hourly	\$16	Hourly
Bus Driver	\$20	Hourly	\$20	Hourly
Cook	\$13.50	Hourly	\$14	Hourly
Food Service Helper	\$13	Hourly	\$13	Hourly
Musical Instrument Repair Technician	\$19.75	Hourly	\$19.75	Hourly
Audio Visual Repair Technician	\$14.67	Hourly	\$14.67	Hourly
Cleaner Messenger	\$12.50	Hourly	\$14	Hourly
Computer Specialist	\$15	Hourly	\$15	Hourly
Laborer	\$12.50	Hourly	\$14	Hourly
Temporary On-Call Clerical (Clerk, Typist, Account Clerk/Typist, Stenographer, and Senior Stenographer)	\$12.50	Hourly	\$13	Hourly
Temporary On-Call Clerical (CVES Retiree)	\$15	Hourly	\$16	Hourly
Principal	\$350	Daily	\$350	Daily
Administrator	\$450	Daily	\$450	Daily

REPRESENTATIVES  
 FOR CLINTON &  
 ESSEX COUNTY  
 SCHOOL BOARDS

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board appoint Linda Gonyo-Horne to serve as the representative for the Clinton County School Boards Association for 2021-22, and Michael St. Pierre to serve as the representative for the Essex County School Boards Association for 2021-22. All Board Members present voted yes—motion carried.

VOTING  
 DELEGATE/  
 ALTERNATE FOR  
 NYSSBA  
 CONVENTION

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board appoint Ed Marin as the voting delegate and Richard Harriman, Sr. (and/or Leisa Boise as needed) as the voting alternate for the NYSSBA convention to be held on October 24-26, 2021. All Board Members present voted yes—motion carried.

NYSSBA  
LEGISLATIVE  
LIAISON

Mrs. Boise moved, seconded by Mr. Murdock, that the Board appoint Linda Gonyo-Horne as the NYSSBA Legislative Liaison for the 2021-22 school year. All Board Members present voted yes—motion carried.

REQUEST FOR  
APPROVAL OF  
ATTENDANCE TO  
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):

Ed Marin, Donna Wotton, Linda Gonyo-Horne & Leisa Boise  
2021 NYSSBA Annual Convention  
October 24-26, 2021 New York Hilton Midtown, NYC (overnight accommodations needed) All Board Members present voted yes—motion carried.

RESOLUTION TO  
APPROVE  
STAFFING  
UPDATES/  
CHANGES FOR  
SAFETY PLANS

Mr. Murdock moved, seconded by Mrs. Boise, that the Board approve updates of any names, titles, numbers throughout the District-Wide and all building level Safety Plans to reflect staffing changes/updates, as well as any technology instruction modifications as a result of equipment upgrades, from July 1, 2021 through June 30, 2022. All Board Members present voted yes—motion carried.

REVISED  
POLICIES –  
FIRST READING

The following Revised Policies were shared with the Board for a First Reading:

#3230 Organizational Chart  
#8160 CVES District-Wide School Safety Plan  
#8160.1 Special Ed/CV-TEC Building Level Emergency Response Plan  
#8160.3 Yandon-Dillon Building Level Emergency Response Plan  
#8160.4 Satellite Campus Building Level Emergency Response Plan

ADOPT REVISED  
POLICIES

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board adopt the following Revised Policies: #5300 Code of Conduct  
All Board Members present voted yes—motion carried.

POLICIES TO BE  
REVIEWED  
ANNUALLY

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

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

POLICY  
REQUIRING  
BOARD  
MEMBER'S  
SIGNATURE

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

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

MEMORANDUM  
OF AGREEMENT  
CEWW BOCES &  
THE CVES  
CONFIDENTIAL  
UNIT

Mrs. Gonyo-Horne 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 CVES Confidential Unit that acknowledges the addition of the position title Personnel Specialist (schools). All Board Members present voted yes—motion carried.

RESOLUTION

Mrs. Gonyo-Horne moved, seconded by Patricia Gero that the business attire be waived during the summer months for attending Board meetings due to warm temperatures (suits, jackets, ties, etc.). All Board Members present voted yes—motion carried.

LEAVE OF  
ABSENCE  
WILKINS

Mrs. Gonyo-Horne moved, seconded by Mr. Harriman Sr., that the Board approve the following leave(s) of absence:

1. Victoria Wilkins, Accountant (schools), unpaid leave, July 1, 2021 through August 18, 2021 All Board Members present voted yes—motion carried.

SPECIAL  
EDUCATION  
SUMMER SCHOOL  
STAFFING  
ADDITIONS

Mrs. Gonyo-Horne moved, seconded by Mr. Harriman Sr., that the Board approve the following 2021-22 Special Education Summer School Staffing Additions:

Teaching Assistant, \$27/hour  
Susan Tourville  
Teacher Aide/Student Aide, \$15/hour  
Michael Grems  
Mikayla DiMartino  
Lillian Huchro (*pending fingerprint clearance*)  
Oriana Erhardt  
Cynthia Williams

All Board Members present voted yes—motion carried.

FACILITATORS

Mr. Harriman Sr. moved, seconded by Mrs. Boise, that the Board approve the following Facilitators for the 2021-22 school year:

Facilitators, \$30/hour  
Chrystal Rhino  
Heidi Wells

All Board Members present voted yes—motion carried.

SUBSTITUTES

Mr. Harriman Sr. moved, seconded by Mrs. Boise, that the Board approve the

following list Substitute and Temporary-On-Call appointments for the 2021-22 school year:

<u>Name</u>	<u>Title</u>
Bryan Walton	Musical Instrument & Repair Tech

All Board Members present voted yes—motion carried.

PROPERTY  
ABANDONMENT  
RESOLUTION

Mr. Harriman Sr. moved, seconded by Mrs. Boise, that Upon review and advice of counsel, the Board approve the following resolution:

WHEREAS, the Town of Plattsburgh has heretofore adopted a resolution authorizing the abandonment of a 531.95 square foot, more or less, portion of a town highway located in the westerly highway bounds of the Military Turnpike, which is of no further use for highway purposes, and conveyance of said portion of the unused highway to CEWW BOCES as an abutting land owner in accordance with Section 212-a of the Highway Law of the State of New York; and has further authorized the Town Supervisor to execute in the name of the Town a Quit Claim deed transferring title to said property to CEWW BOCES, (a/k/a Champlain Valley Educational Services); and

WHEREAS, Section 212-a of the Highway Law requires that in order for said resolution to be effective, the resolution authorizing the abandonment must have the consent of the Town and County highway superintendents; and

WHEREAS, the Town of Plattsburgh has requested that CEWW BOCES confirm its consent to the abandonment proceedings and acceptance of a Quit Claim deed to the subject property executed by the Town of Plattsburgh, by signing the consent form attached hereto and made a part hereof.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby consents to the abandonment proceedings heretofore completed by the Town of Plattsburgh in reference to a 531.95 square foot, more or less, unused and unimproved portion of the Town highway located on the westerly side of the Military Turnpike and known as a "portion of the Rugar Street Extension 2021"; and be it further,

RESOLVED, that the President of the Board and the District Superintendent be authorized to sign the consent attached hereto and all title transfer documents necessary to record the Quit Claim deed given by the Town of Plattsburgh in the Clinton County Clerk's Office. All Board Members present voted yes—motion carried.

FOUR-YEAR  
PROBATIONARY  
APPOINTMENT  
BROWN

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

1. Mark Brown, Principal, Effective July 19, 2021, Annual Base Salary of \$84,500, Prorated Salary of \$81,331.25 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).

SALARY &  
BENEFIT  
AGREEMENT FOR  
FOOD SERVICE  
DIRECTOR

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne that Upon the recommendation of the District Superintendent, BE IT RESOLVED, that the Board ratify the employment agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Julie Holbrook, Food Service Director, effective July 1, 2021 through June 30, 2024. All Board Members present voted yes—motion carried.

SALARY &  
BENEFIT  
AGREEMENT FOR  
SCHOOL LUNCH  
MANAGER

Mr. Murdock moved, seconded by Mr. Harriman Sr., that Upon the recommendation of the District Superintendent, BE IT RESOLVED, that the Board ratify the employment agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Jocelyn Lopez, School Lunch Manager, effective August 16, 2021 through June 30, 2024. All Board Members present voted yes—motion carried.

DISTRICT  
SUPERINTENDENT  
CONTRACT

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, that Upon advice and approval of Counsel, BE IT RESOLVED, that the contract for the District Superintendent be extended for an additional 12 months, through June 30, 2024, and that the annual salary for the 2021-22 school year be set at \$187,584.57 including the portion paid by the State of New York pursuant to Education Law §2209 (i.e. \$43,499) and the supplementary salary paid by BOCES pursuant to Education Law §1950(4)(a) (i.e. \$144,085.57); and that any changes to conform the benefits provided in the Agreement to legal requirements be included. All Board Members present voted yes—motion carried.

RATIFY  
ADMINISTRATIVE  
AGREEMENT

Mr. Murdock moved, seconded by Mr. Harriman Sr., that Upon the recommendation of the District Superintendent, BE IT RESOLVED, that the Board Ratify the Collective Bargaining Agreement by and between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Clinton-Essex-Warren-Washington BOCES Administrative Unit effective July 1, 2021 through June 30, 2025. All Board Members present voted yes—motion carried.

DISCLOSURE OF  
JOINT  
REPRESENTATION  
AGREEMENT

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board approve the following resolution: Whereas a Disclosure of Joint Representation agreement having been executed by the CVES Board President as recommended by the District Superintendent, because time was of the essence, and Upon the recommendation of the District Superintendent, Be it Resolved that the CVES Board ratify the CVES Board President's execution of the Disclosure of Joint Representation Agreement. All Board Members present voted yes—motion carried.

Dr. Davey congratulated Mr. Mark Brown on his successful appointment as the new Satellite Campus Principal/CIO and that he looks forward to him joining CVES' Administrative Team. The Board and Cabinet wished Mr. Brown well in his new role.

STRATEGIC PLAN  
UPDATE

Dr. Davey acknowledged and thanked CVES, the Board, the District Planning Team (DPT) and each Division for their support of the Strategic Plan throughout the 2020-21 school year. CVES and the Board will continue to work with Sean Brady, Strategic Planning Consultant, of Prism Decision Making Systems for one more year. Dr. Davey reminded the Board that the 2021 Board Retreat is scheduled for Tuesday, October 5, 2021, with more information to follow.

DISTRICT SUPT.  
UPDATE

Dr. Davey thanked Board members President Mr. Michael St. Pierre, Mr. Richard Harriman Sr., and Ms. Linda Gonyo-Horne for participating in the recent Rural Schools Association Summer conference. He again congratulated former Board member Larry Barcomb on his 2021 Appreciation Award from RSA, who also attended the conference. Each Board member shared feedback from the event including the keynote speaker from T-Mobile, Dr. Keisha Taylor, with regard to the \$10 Billion initiative to support T-Mobile's roll-out across the US. Included in this rollout is Wi-Fi hotspots for students in need, which will follow individual students for five years. Mrs. Gonyo-Horne stressed the importance of component districts becoming members of RSA which specifically advocates on behalf of our rural communities. Next, Dr. Davey discussed the 2021-22 CVES reopening school preparation that is underway with staff hiring and summer construction. The CV-TEC division is administering a (closed) bid auction for their Tiny House that was built by the Construction Trades Classroom. Third, Dr. Davey provided the Board with CVES & Component District COVID-19 updates including the NYSDOH Extended School Year (ESY) guidance with regards to masks. CVES is requiring masks for buildings with classes in session; in non-instructional areas, masks are optional for those vaccinated. The CVES Reopening Planning Committee will meet on August 6<sup>th</sup> to begin preparations for the return of staff and students in the fall. Fourth, ELC federal grant collaboration with both the Clinton and Essex County Health Departments is underway with CVES and our component schools. This initiative will help to fund an early warning COVID-19 testing system in schools next year supported by grant monies from NYS. Next, the Board and Dr. Davey discussed Board meeting locations for the winter months of January - April to be held in two locations: Plattsburgh Satellite Campus and Mineville Campus to help with the commute during inclement weather and also the use of a text messaging group. The Board was informed of the NYSSBA Area 6 dinner being held on Tuesday, August 17<sup>th</sup> at the Malone Golf Course. Lastly, Dr. Davey shared both DS and SED updates from the most recent meetings he attended in Albany.

NEXT BOARD  
MEETING

The next Board meeting will be held on Wednesday, August 18, 2021, at the Instructional Services Center in Plattsburgh. An anticipated Executive Session

will begin at 6:30 p.m., with the monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mrs. Boise to adjourn the meeting at 8:51 p.m. All Board Members present voted yes—motion carried.

Meaghan Blaine, Board Clerk

**DRAFT**

**DRAFT**

# ENC. 3

## MEMO

To: Meaghan Rabideau, BOCES Board Clerk  
Clinton-Essex-Warren-Washington BOCES  
From: Angela Jennette, Claims Auditor  
Date: August 9, 2021  
Re: Report for Board Agenda for August 18, 2021, Meeting

The following warrant claims were reviewed from July 1, 2021, to , August 9, 2021:

<u>Warrant No. &amp; Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #1 - 07/01/2021	*Check Nos: No Checks	\$ 65,743.81
W #2 - 07/08/2021	*Check Nos: 235455-235474** *ACH Payments: ACH00165-ACH001705	\$ 140,114.11
W #3 - 07/15/2021	*Check Nos: 235490** 235499-235527 *ACH Payments: ACH001706-ACH001734	\$ 1,030,349.26
W #4 - 07/22/2021	*Check Nos: 235528-235568** *ACH Payments: ACH001735-ACH001749	\$ 1,334,017.85
W #5- 07/30/2021	*Check Nos: 235580-235613** *ACH Payments: ACH001750-ACH001758	\$ 93,134.22
W #6- 08/05/2021	*Check Nos: 235616-235648 *ACH Payments: ACH001759-ACH001765	\$ 238,602.52

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

**IRS-EFTPS:** PR #28- Wire #941-063021- Warrant #1;  
PR #29- Wire #941-63021- Warrant #1;  
PR #30- Wire #941-63021- Warrant #1;  
PR #01- Wire #941-071521- Warrant #4;  
PR #02- Wire #941-071921- Warrant #4;  
PR #03- Wire #941-073021- Warrant #6;

**Health Ins. Monthly:** Wire #HINS-72021- Warrant # 3;

**NYS Promptax:** PR #28- Wire #NYS-063021- Warrant #2;  
PR #29- No Promptax ;  
PR #30- Wire #NYS-63021- Warrant #2;  
PR #01- Wire #NYS-071521- Warrant #4 ;  
PR #02- Wire #NYS-071921- Warrant #4 ;  
PR #03- Wire #NYS-073021- Warrant #6 ;

CC: Eric Bell  
Christine Myers



**Omni Financial Group:** PR #1- Wire #OMN-071521- Warrant #3;  
PR #2- No OMNI  
PR #3- Wire #OMN-073021- Warrant #5;  
Wire #403B-DFRAN- W #4 Wire #403B-FJOHN- W #4 Wire #403B-MGUIL- W #4  
Wire #403B-PLEMZ- W #4 Wire #403B-RGARR- W #4 Wire #403B-STOUR- W #4  
Wire #403B-TRODR- W #4

**NYS Office of Comptroller ERS Retirement & Loans:**PR#25-30-Wire #ERS-JUNE21-Warrant #3;  
PR#1-3- Wire #ERS-JULY21- Warrant #6 ;

**Worker Comp. :** Wire # WC-202122- Warrant #6 ;

**Health Insurance Consortium Payments:**

7/6/21	\$ 1,747,320.91
7/26/21	\$ 4,419,774.38
8/2/21	\$ 381,019.26
8/9/21	\$ 1,630,290.23


**Worker Compensation Consortium:**

Ck No: 1063 \$ 32,520.00

**Transfer NYCLASS to TD Bank:** Health Insurance Escrow \$1,723,564.00

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

Internal Claims Auditor  
(Signature)

  
\_\_\_\_\_

CC: Eric Bell  
Christine Myers

<b>Date</b>	<b>Warrant</b>	<b>Vendor #</b>	<b>Claim Audit Finding.</b>	<b>Summary Business Office Response :</b>	<b>Resolution/Options:</b>
06/30/21	Pending W#1		No findings		Approved for final warrant.
<b>07/01/21</b>	<b>Final W#1</b>				<b>\$65,743.81</b>
07/07/21	Pending W#2	5420	Purchase Order has 1 division as requestor and another division inputting it.	The wrong requisitioner was entered, however the correct approvals were obtained. Equipment was for Management Services.	Approved for final warrant.
07/07/21	Pending W#2	14057	We have a past due amount that we are paying 1.5% interest on.	The past due amount is a previous service fee that we have requested be removed by the vendor. In progress and should be cleared by next statement.	Approved for final warrant.
<b>07/08/21</b>	<b>Final W#2</b>				<b>\$140,114.11</b>
07/15/21	Pending W#3	15093	Travel claim over 60 days.	Memo was done and sent to employee.	Approved for final warrant.
07/15/21	Pending W#3	15536	Service starts in 2021-22 and Purchase Order is in 2020-21.	Cancelled Purchase Order and generated new Purchase Order in current fiscal year.	Approved for final warrant.
<b>07/15/21</b>	<b>Final W#3</b>				<b>\$1,030,349.26</b>
07/21/21	Pending W#4	1000	Membership dates do not match face of Purchase Order or invoice.	Will look into it further.	Removed from final warrant.
07/21/21	Pending W#4	7640	Incorrect vendor name on Purchase Order and second invoice is entered incorrectly on schedule.	Corrected vendor name and entered on schedule correctly.	Approved for final warrant.
<b>07/22/21</b>	<b>Final W#4</b>				<b>\$1,334,017.85</b>
07/28/21	Pending W#5	3586	Item missing Ok to Pay.	Obtained Ok to Pay.	Approved for final warrant.
<b>07/29/21</b>	<b>Final W#5</b>				<b>\$93,134.22</b>
08/04/21	Pending W#6	2024	Missing Ok to Pay.	Will obtain Ok to Pay.	Removed from final warrant.
08/04/21	Pending W#6	15093	Employee missed the End of Year deadline on submitting reimbursement for travel.	Employee will be emailed along with Coordinator about End of Year timeline submission.	Approved for final warrant.
<b>08/05/21</b>	<b>Final W#6</b>				<b>\$238,602.52</b>

# ENC. 5

## CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

**AGREEMENT** made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and PRISM DECISION SYSTEMS, LLC, with an office and place of business at 64 Johnson Avenue, Binghamton NY 13905; hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Prism will provide planning and facilitation support to accelerate decision-making and improve implementation related to CVES' strategic planning for continuous improvement for four full day meetings, including an evening meeting with the BOCES Board, as referenced in the proposed letter of agreement dated January 21, 2021, hereinafter "SERVICES" during the 2021-2022 school year.

PRISM DECISION SYSTEMS, LLC 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:** PRISM DECISION SYSTEMS, LLC 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. PRISM DECISION SYSTEMS, LLC shall perform the SERVICES described above, all such SERVICES being the responsibility of the PRISM DECISION SYSTEMS, LLC and those in the PRISM DECISION SYSTEMS, LLC's employ.
3. PRISM DECISION SYSTEMS, LLC 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. PRISM DECISION SYSTEMS, LLC represents and warrants that neither PRISM DECISION SYSTEMS, LLC nor any of PRISM DECISION SYSTEMS, LLC's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. PRISM DECISION SYSTEMS, LLC 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. PRISM DECISION SYSTEMS, LLC 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:** PRISM DECISION SYSTEMS, LLC agrees to provide BOCES with a Certificate of 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. PRISM DECISION SYSTEMS, LLC's fee shall be all inclusive, and shall be limited to \$260.00/hour while on-site and \$190/hour for all other work including travel time, preparation for meetings and presentations, and preparation of meeting results, as well as for approved expenses related to mileage, hotel, and meals. Total billing for the scope of work will not exceed \$17,580 and will be paid as follows: BOCES will render payment within 30 days after receipt of PRISM DECISION SYSTEMS, LLC's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. **INDEPENDENT CONTRACTOR:** PRISM DECISION SYSTEMS, LLC 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:** PRISM DECISION SYSTEMS, LLC 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 PRISM DECISION SYSTEMS, LLC with Internal Revenue Service Form 1099. PRISM DECISION SYSTEMS, LLC 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 PRISM DECISION SYSTEMS, LLC or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** This AGREEMENT will terminate upon submission by PRISM DECISION SYSTEMS, LLC of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of PRISM DECISION SYSTEMS, LLC to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by PRISM DECISION SYSTEMS, LLC.

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

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

Date: 8/9/2021

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

Prism Decision Systems, LLC

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

By: Sean D. Brady  
Sean D. Brady

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



Sean Brady  
Prism Decision Systems, LLC

64 Johnson Avenue  
Binghamton, NY 13905

607-727-1088

sean.brady@prismdecision.com  
www.prismdecision.com

*Accelerating decision-making with dynamic group processes and state-of-the-art systems.*

**To: Mark Davey, Ed.D.**  
**Date: Thursday, January 21, 2021**  
**Re: Prism: 2021-22 Champlain Valley Educational Services Letter Agreement**

Dear District Superintendent Davey:

I appreciate the opportunity to submit this letter agreement between Champlain Valley Educational Services (CVES) and Prism Decision Systems, LLC (Prism) for support of CVES's 2021-22 strategic planning for continuous improvement. If you have further questions, please contact me. Otherwise, please sign, date, scan and email back to me as soon as it is convenient.

**1. Description of services provided**

During 2021-22, Prism will provide planning and facilitation support to accelerate decision-making and improve implementation related to CVES' strategic planning for continuous improvement. Support may include but not be limited to reviewing CVES' documentation; preparing performance trend presentations, agendas and meeting handouts; facilitating with Prism's Group Decision Support System™ or Zoom; preparing comprehensive meeting minutes including results and interpretation of all decision system votes; and preparing communications materials. Deliverables will include updated BOCES-wide and division strategic plans.

**2. Pricing**

For the services described above, CVES agrees to pay Prism \$260/hour while on-site or facilitating with Zoom and \$190/hour for all other work including travel time, preparation for meetings and presentations, and preparation of meeting results, as well as for expenses related to travel (hotel, meals and mileage). Total billing for the scope of work defined on page 2 of this letter agreement will not exceed \$17,580. *Note: The page 2 scope of work is a not-to-exceed estimate. Prism will only bill for work requested by the Superintendent and then for actual work completed.*

**3. Payment Agreement**

On last day of each month, Prism will submit a bill for services rendered and any approved expenses incurred with all receipts to CVES. Payment will be net 30 days.

Signed:

Sean D. Brady  
Prism Decision Systems, LLC

Signed and dated:

Mark Davey, Ed.D.  
Champlain Valley Educational Services

**Champlain Valley Educational Services  
2021-22 Improvement Planning  
Scope and cost**

<b>Meetings #1, 2, 3, 4, 5:</b>			
<b>Four full day meetings (district team, CV-TEC, special education and management services/ISC teams) and an evening meeting with the Board of Education.</b>			
	<b>Hours</b>	<b>Rate (\$/hour)</b>	<b>Subtotal</b>
Meeting preparation	10	190	\$1,900.00
Onsite meetings	35	260	\$9,100.00
Meeting reports	6	190	\$1,140.00
Travel	10	190	\$1,900.00
Hotel			\$ 700.00
Meals			\$ 120.00
Mileage: 625 miles @ \$0.56 per mile			\$ 350.00
		<b>Subtotal</b>	<b>\$15,210.00</b>
<b>Transitioning of strategic planning process:</b>			
<b>Design and prepare for the transitioning of the strategic and building planning process, in the absence of Prism Decision Systems facilitation and support subsequent to June 30, 2022.</b>			
Meeting Prep.	5	190	\$ 950.00
Meetings (Zoom)	4	260	\$1,040.00
Meeting reports	2	190	\$ 380.00
		<b>Subtotal</b>	<b>\$2,370.00</b>
		<b>Final not-to-exceed total</b>	<b>\$17,580.00</b>

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

**AGREEMENT** made this 7<sup>th</sup> day of July, 2021, 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 A.P.L. Associates, with an office and place of business at P. O. Box 250, Camillus, NY 13031, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: **Instructional Skills Level I Workshop** scheduled from 8:30 a.m. to 2:30 p.m., at the Instructional Services Center, 518 Rugar Street, Plattsburgh, NY 12901 on December 14<sup>th</sup>, 15<sup>th</sup>, and 16<sup>th</sup>, 2021 and January 25<sup>th</sup> and 26<sup>th</sup>, 2022. The total cost of this will be \$3,500/day consultant fee plus travel-related expenses.

**Any of these dates may be rearranged or cancelled at the mutual consent of the parties.**

A.P.L. Associates 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:** A.P.L. Associates 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. A.P.L. Associates shall perform the SERVICES described above, all such SERVICES being the responsibility of A.P.L. Associates and those in A.P.L. Associates employ.
3. A.P.L. Associates is free to devote her 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. A.P.L. Associates represents and warrants that neither A.P.L. Associates nor any of A.P.L. Associates employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. A.P.L. Associates 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. A.P.L. Associates 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:** A.P.L. Associates agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, or a Hold Harmless Form prior to commencement of SERVICES. A.P.L. Associates acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.



8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. A.P.L. Associates fee shall be all inclusive and shall be limited to \$17,500.00 consultant fees plus travel-related expenses and paid as follows: BOCES will render payment for cost of services/consultant fee in two installments on last day of each training segment. A first payment of \$10,500.00 will be made on December 16, 2021, and a second payment of \$7,000.00 will be made on January 26, 2022. Any travel expenses will be paid to A.P.L. Associates within 30 days of receipt of invoice. Such fee shall not be subject to modification based on the number of hours devoted by A.P.L. Associates to the project.
9. INDEPENDENT CONTRACTOR: A.P.L. Associates 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: A.P.L. Associates 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 A.P.L. Associates with Internal Revenue Service Form 1099. A.P.L. Associates 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 A.P.L. Associates or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by A.P.L. Associates of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of A.P.L. Associates to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by A.P.L. Associates.

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: \_\_\_\_\_

Mark C. Davey  
Superintendent

Date: 7/12/2021

A.P.L. Associates

By: 

A.P.L. Associates

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

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

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

Michael St. Pierre  
CVES Board President

## ENC. 6

### **CHAMPLAIN VALLEY EDUCATIONAL SERVICES (CVES)**

#### **CV-TEC ADULT EDUCATION AND SAFETY EDUCATION SPONSORSHIP AGREEMENT**

#### **CO-SER 103 ADULT EDUCATION CO-SER 401 ACCIDENT PREVENTION/PRE-LICENSING**

The purpose of this agreement between the Plattsburgh City School District and Champlain Valley Educational Services; hereafter referred to as CVES, is to describe the responsibilities of the parties and to identify the conditions under which CVES will operate certain self-sustaining instructional activities for adults during the 2021-2022 school year through the CV-TEC Division.

It is agreed that the best interest of the residents of the area and of the enrollees in the instructional activities will be served by such CVES programs based upon a number of considerations.

School districts are authorized to provide such instructional activities under Education Law (Section 4602 and others).

CVES is authorized to provide such instructional activities under Education Law (Section 1950) as approved by the Commissioner.

Joint performance by municipal corporations and/or performance by one for the other of functions is authorized under the General Municipal Law (Section 119 and others).

Existing need and interest surveys, together with other planning information, indicate that there is sufficient interest among adults in the subscribing districts to support certain self-sustaining instructional activities.

The number of enrollees in such a program for adults in a single school district would not warrant the operation of a comprehensive program, or if offered would be uneconomical to operate. A single program planned for all of the subscribing school districts in the area offers a wider choice for enrollees and more economical operation.

The development of a single plan for the area will permit selecting the location for each of the activities, which is more convenient for the majority of the enrollees without regard to individual district boundaries.

The operation by Champlain Valley Educational Services of programs for adults has developed recognition among residents and businesses of the area that CVES is an appropriate agency for such services through the CV-TEC division. CVES Staff with skills in planning and managing programs for adults already exists.

In consideration of the above and in consideration of the support expressed by other subscribing school districts, it is agreed that Champlain Valley Educational Services should operate a program of self-sustaining activities during the school year 2021-2022 in Adult Education (CO-SER 103) in the manner described below:

Champlain Valley Educational Services will develop a plan for Adult and Continuing Education including Business and Industry training to serve adult residents and businesses in this school district and in other subscribing school districts within the CVES area.

The plan will be developed in cooperation with the districts in the CVES area, including non-subscribers and both Clinton Community College and North Country Community College, in order to provide the needs of residents in an effective manner, avoiding uneconomical duplication of programs.

It is in the intent of both parties to operate a program, which will break even financially without accumulating a surplus or creating a burden upon the school taxpayers of the area.

In the event that projected revenues are insufficient to support the proposed program, sufficient courses and/or budget items will be eliminated to insure a self sustaining program before CVES incurs any financial commitments to support the operation of any of the activities.

CVES will produce a monthly financial report of appropriations and revenues on a projected and encumbered basis during the operation of the program. In the event that unforeseen occurrences result in a projection showing insufficient revenues to support the program, sufficient courses and/or budget line items will then be eliminated and/or additional courses added to correct the imbalance.

All financial transactions related to the operation of this program will be kept in separate accounts in the financial records of CVES and there will be no co-mingling with the transactions from other program CO-SERS.

Should the operation of the program result in a surplus; such surplus will be paid by CVES to the districts.

Should unforeseen liabilities to the program create a deficit which cannot be overcome by adjustments during the program operation as described above, the school district will reimburse Champlain Valley Educational Services for this deficit promptly after the audit of CVES records for the school year.

It is agreed that CVES is the operating agency for these programs and that the district's obligations are limited to the financial settlements described above. CVES will be solely responsible for meeting the requirements and procedures for employment of personnel and all matters related to such employment, direction, compensation and discharge. This agreement will become effective upon acceptance by the Board of Education and the Champlain Valley Educational Services. Such acceptance shall be recorded in the

minutes of the respective boards and the date of such minutes recorded below with the authorized signature.

This agreement is for one school year and positive action is required by each party to extend or renew such agreement.

Accepted by the Board of Education of Plattsburgh City School District on the 5<sup>th</sup> day of \_\_\_\_\_, 2021.

[Signature]  
Authorized Signature

5/6/21  
Date

Accepted by Champlain Valley Educational Services.

\_\_\_\_\_  
Mark C. Davey, Ed.D.  
District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael St. Pierre  
CVES Board President

\_\_\_\_\_  
Date

# ENC. 8

## AGREEMENT FOR CAFETERIA MEALS SERVICES

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

1. BOCES agrees to provide staffing and supplies required to serve ACAP student and adult meals at the Yandon-Dillon campus in Mineville during the 2021-2022 school year effective 9/1/21. ACAP will be invoiced per meal served according to the following pricing.

Student meal prices:

Breakfast \$2.46 per meal  
Lunch \$3.81 per meal


Adult meal prices:

Breakfast \$2.65 per meal  
Lunch \$4.45 per meal

2. Additionally, ACAP agrees to pay BOCES a base fee for the Meal Services in the amount of \$30,000 for the 2021-22 school year. The fee will be paid monthly in 10 equal installments of \$3,000. Final Payment for 2021-22 is due by June 21, 2022.
3. BOCES will maintain ownership of all original equipment and cooking/serving utensils used in food service operations. BOCES will also be responsible for all costs associated with the maintenance and upkeep of said equipment and cooking/serving utensils.

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

Date: 08/09/2021

Date: 

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

ACAP, Inc

By: \_\_\_\_\_  
(Michael St. Pierre/Board President)

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

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

# ENC. 9

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

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

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

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

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

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

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

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

### **C. Special Conditions**

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

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

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

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

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

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

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

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

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

That the hearing procedure shall provide:

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



**F. Reviewing Official**

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

**G. Notice to Parents**

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

**H. Applications**

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

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

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

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

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

**I. Verification of Applications**

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

**J. Anonymity and Accountability**

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

## K. Amendments to Policies

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

## L. Records

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

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

## M. Public Release

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

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

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

**\* If your school year begins in September, you must notify your Child Nutrition representative by September 1, 2021 if you intend to participate in Provision 2 for the 2021-2022 school year. If your school year begins in July, you must notify us by July 1, 2021.**

Community Eligibility Provision: Schools where at least 40 percent of enrolled students have been deemed free eligible through a means other than an income application (i.e., directly certified using electronic SNAP/Medicaid, homeless, migrant, runaway, foster, and head start) using data from anytime between July 1, 2020 to June 30, 2021, may participate in the Community Eligibility Provision for the 2021-2022 school year. The schools will receive reimbursement in the free and paid category based on the percentage of directly certified students as noted above times a multiplier (as written in federal regulation). For more details about participation and how to apply, please see the CEP Memo on the Child Nutrition Knowledge Center website.

## O. Administrative Prerogative

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

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

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

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

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

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

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

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

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

Other options:

- The director of the homeless shelter at which the child resides can complete and submit an application for the child, or send a list of all children residing in the shelter to the school;
- Local level officials may complete an application for a child and approve the child for free meals based solely on their knowledge that the child's address is a homeless shelter or that the child has no known address and is indeed homeless;
- If large numbers of homeless children make it impractical for a homeless shelter or school officials to complete individual applications, the school administrator may establish a list of eligible students based on his/her

knowledge of the family's residence (shelter, address, car, etc.). The documentation necessary to substantiate free meal eligibility for a list of children must contain at a minimum the following information:

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

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

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

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

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

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

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

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

**T. Meal Charge Policy**

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

**U. Prohibition Against Meal Shaming Plan**

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

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

<b>KEEP THIS FORM ON FILE. DO NOT RETURN TO SED</b>
---

### CERTIFICATION OF ACCEPTANCE FOR DISTRICTS AND NONPUBLIC SCHOOLS

Please complete the following information during the annual renewal process on the Child Nutrition Management System and **retain on file** for examination by members of this Department or USDA during a review of your Child Nutrition Program. **Do not send the Certificate of Acceptance to NYSED.**

**SCHOOL FOOD AUTHORITY NAME:** Champlain Valley Educational Services

**12-Digit LEA Code:** 0 9 9 0 0 0 0 0 0 0 0 0

The governing body of this School Food Authority accepts this Free and Reduced Price Meal or Special Milk Program Policy Statement, including the Family Income Eligibility Criteria and all required attachments and as indicated below:

**Titles of Designated Officials**

A.	REVIEWING OFFICIAL	Jessica LaClair, Accountant
	Address & Telephone	Champlain Valley Educational Services P.O. Box 455 Plattsburgh, NY 12901 (518) 561-0100 x215
B.	HEARING OFFICIAL	Eric Bell, Assistant Superintendent of Management Svcs
	Address & Telephone	Champlain Valley Educational Services P.O. Box 455 Plattsburgh, NY 12901 (518) 561-0100 x230
C.	VERIFICATION OFFICIAL	Jessica LaClair, Accountant
	Address & Telephone	Champlain Valley Educational Services P.O. Box 455 Plattsburgh, NY 12901 (518) 561-0100 x215

An officer of the Board of Education or chairman of the community school board, pastor or executive director of the corporation operating a private or parochial school, or the headmaster or principal of a nonpublic school must sign this form.

\_\_\_\_\_  
**ORIGINAL SIGNATURE OF SCHOOL OFFICIAL**

Board of Education President  
**TITLE**

\_\_\_\_\_  
**DATE**

2021-2022

- **The Reviewing and Verification Official may be the same person. The Hearing Official cannot be the Reviewing or Verification Official.**

## **ENC. 13**

Recommend that the Board appoint an additional member to the Audit Committee (to replace Mrs. Linda Gonyo-Horne) (pertaining to the 2020-21 school year) for the 2021-22 school year. (Current 2021-22 members include Richard Harriman, Sr., Donna LaRocque, Thomas McCabe, and Doug Spilling)

## **ENC. 14**

Recommend that the Board amend the following Temporary Appointment that was approved at the July 14, 2021 Board meeting:

Name: Michael Magee  
Position: Teaching Assistant  
Effective Date: September 1, 2021 – June 30, 2022  
Certification Status: Uncertified  
Annualized Salary: ~~\$25,507~~ **\$25,307**

## **ENC. 15**

Recommend that the Board accept the following letter(s) of Resignation for the Purpose of Retirement:

1. Chester Woods, Custodial Worker, effective October 4, 2021

## **ENC. 16**

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

1. Caitlin Worley, Teaching Assistant, effective July 31, 2021
2. Kristen Mitchell, Social Worker, effective August 7, 2021
3. Amanda Crafts, Teaching Assistant, effective August 10, 2021
4. Jennilee Montanile, Special Education Teacher, effective August 31, 2021
5. Penny Bowers, Teaching Assistant, effective September 1, 2021
6. Adele Huchro, Cook, effective September 1, 2021, for the purpose of accepting a Cook Manager position
7. Kierra Trombley, Food Service Helper, effective September 1, 2021, for the purpose of accepting a Teacher Aide/Student Aide position
8. Brittney Morse, Teacher Aide/Student Aide, effective September 1, 2021, for the purpose of accepting a Teaching Assistant position
9. Kathleen Kotsogiannis, Teacher Aide/Student Aide, effective September 1, 2021, for the purpose of accepting a Teaching Assistant position
10. Andrea Earley, Teacher Aide/Student Aide, effective September 1, 2021, for the purpose of accepting a Teaching Assistant position
11. Heather Shaw, Teacher Aide/Student Aide, effective September 1, 2021, for the purpose of accepting a Teaching Assistant position
12. Latalya Duell, Teacher Aide/Student Aide, effective September 1, 2021, for the purpose of accepting a Teaching Assistant position

## **ENC. 17**

Recommend that the Board accept the following Leave(s) of Absence:

1. Victoria Wilkins, Accountant (Schools), unpaid leave, August 19, 2021 through August 25, 2021

## **ENC. 18**

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

1. Name: Ryan Hanley  
Tenure Area: Special Education Teacher  
Position: Special Education Teacher  
Effective Date: September 1, 2021  
Tentative Tenure Date: September 1, 2025  
Certification Status: Students with Disabilities, Grades 7-12, Emergency COVID-19  
Annual Base Salary: \$48,365

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

## **ENC. 19**

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

1. Name: Tina Trombley  
Position: Account Clerk/Typist  
Effective Date: August 23, 2021  
Tentative Permanent Date: August 23, 2022  
Annual Base Salary: \$27,246  
Prorated Salary: \$23,473.48
2. Name: Adele Huchro  
Position: Cook Manager  
Effective Date: September 1, 2021  
Tentative Permanent Date: September 1, 2022  
Annual Base Salary: \$24,666 (Salary may increase once contractual agreement for 2021-22 is approved)
3. Name: Kierra Trombley  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2021  
Tentative Permanent Date: September 1, 2022  
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
4. Name: Brianna Hall  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2021  
Tentative Permanent Date: September 1, 2022  
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)



## **ENC. 19 CONTINUED**

5. Name: Morgyn Cassavaugh  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2021  
Tentative Permanent Date: September 1, 2022  
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
6. Name: Jessica Lynn  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2021  
Tentative Permanent Date: September 1, 2022  
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
7. Name: Luis Velazquez  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2021  
Tentative Permanent Date: September 1, 2022  
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
8. Name: Destiny Bolling (*pending fingerprint clearance*)  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2021  
Tentative Permanent Date: September 1, 2022  
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
9. Name: Conner DeLavergne (*pending fingerprint clearance*)  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2021  
Tentative Permanent Date: September 1, 2022  
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
10. Name: Jocelyn Saliba (*pending fingerprint clearance*)  
Position: Teacher Aide/Student Aide  
Effective Date: September 1, 2021  
Tentative Permanent Date: September 1, 2022  
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)

## **ENC. 20**

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

1. Name: Brianna Burnham  
Position: Education Grant Specialist  
Effective Date: August 23, 2021  
Annual Base Salary: \$46,500  
Prorated Salary: \$40,061.54

## **ENC. 20 CONTINUED**

2. Name: Amanda Buskey  
Position: Education Grant Specialist  
Effective Date: September 2, 2021  
Annual Base Salary: \$46,500  
Prorated Salary: \$38,630.77

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

## **ENC. 21**

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

1. Angel Mitchell, Teacher Aide/Student Aide, effective September 2, 2021
2. Deanna Akin, Account Clerk/Typist, effective September 8, 2021
3. Emily Duquette, Teacher Aide/Student Aide, effective September 21, 2021
4. Terra Duso, Teacher Aide/Student Aide, effective September 24, 2021
5. Pascal Spronk, Teacher Aide/Student Aide, effective September 28, 2021

## **ENC. 22**

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

1. Name: Judith Deyo  
Position: Special Education Teacher  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Prekindergarten, Kindergarten, and grades 1 -6, Permanent Certificate  
Annual Base Salary: \$48,998
2. Name: Diane Mock  
Position: Special Education Teacher  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Mathematics 7-12, Initial Certificate  
Annual Base Salary: \$48,365
3. Name: Kaila Inman  
Position: Digital Art & Design Teacher  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Uncertified  
Annual Base Salary: \$45,365
4. Name: April Brooks (*pending fingerprint clearance*)  
Position: Graphic Design & Communications Teacher  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Uncertified  
Annual Base Salary: \$45,365

## ENC. 22 CONTINUED

5. Name: Jacob Rivers (*pending fingerprint clearance*)  
Position: Electrical Design, Installation, Alternative Energy Teacher  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Uncertified  
Annual Base Salary: \$45,365
6. Name: Brittney Morse  
Position: Teaching Assistant  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Uncertified (certification pending)  
Annual Base Salary: \$25,307
7. Name: Kathleen Kotsogiannis  
Position: Teaching Assistant  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Uncertified  
Annual Base Salary: \$25,307
8. Name: Andrea Earley  
Position: Teaching Assistant  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Uncertified  
Annual Base Salary: \$25,307
9. Name: Heather Shaw  
Position: Teaching Assistant  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Uncertified  
Annual Base Salary: \$25,307
10. Name: Latayla Duell  
Position: Teaching Assistant  
Effective Date: September 1, 2021- June 30, 2022  
Certification Status: Uncertified  
Annual Base Salary: \$25,307

## ENC. 23

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

Teaching Assistant, hourly rate of pay per contract

Juliana Baker                      WAF

Teaching Assistant, \$27/hour

Savanna-Lin Boadway              WAF

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

Celia Briggs                      YD

Kristin Brandon                      WAF

Cook Manager, hourly rate of pay per contract

Adele Huchro                      YD

## ENC. 24

Recommend that the Board approve the following Additional Work for the 2021-22 School Year:

Culinary Arts Management, Hourly rate of pay

Tanner Senecal                      not to exceed 30 hours

Bevan Gertsch-Cochran              not to exceed 30 hours

## ENC. 25

Recommend that the Board approve the following 2021 Summer Work:

Continuation of normal work day duties, hourly rate of pay

Kevin Donoghue                      not to exceed 36 additional hours

Summer Auto-Body Technician \$50/hour

Thomas Tedford                      not to exceed 20 additional hours

Summer Electrician, \$50/hour

Fredric Johnson                      not to exceed 30 additional hours

Classroom Move/Setup, hourly rate of pay

Kalia Inman                      not to exceed 12 hours

April Brooks                      not to exceed 12 hours

Jacob Rivers                      not to exceed 12 hours

## ENC. 25 CONTINUED

### New CTE Teacher Orientation/ Teaching to Lead Conference, hourly rate per contract

Abram Benko	not to exceed 12 hours
April Brooks	not to exceed 12 hours
Fay Cheney	not to exceed 12 hours
Anika Craig	not to exceed 12 hours
Ryan Hanley	not to exceed 12 hours
Kaila Inman	not to exceed 12 hours
Christopher Huchro	not to exceed 12 hours
Frank Mercier	not to exceed 12 hours
Jacob Rivers	not to exceed 12 hours

### LPN CVPH Mandatory Orientation, hourly rate of pay

Mallory Mattison	not to exceed 6 hours
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## ENC. 26

Recommend that the Board approve the following 2021-22 Substitute and Temporary-On-Call Annual Renewal List:

<u>Name</u>	<u>Title</u>
Michele Patnode	Bus Driver
Jerel Billings	Building Maintenance Mechanic
Jerel Billings	Custodial Worker
Michael Paquette	Custodial Worker
Paul Ghenoiu	Cleaner/Messenger
Theodore Santaniello	Computer Specialist
Vicki-Lynn Safford	Food Service Helper
Katelynn Belair	Food Service Helper
Janice Hart	Food Service Helper
Susan Mueller	Food Service Helper
Karlea Luxon	Food Service Helper
Donald Bush	Laborer
Jennifer Christiansen	Principal
Diane Leavine	Sr. Stenographer
Orianna Erhardt	Teacher Aide/Student Aide
Cynthia Williams	Teacher Aide/Student Aide
Ronnie Cunningham	Teacher Aide/Student Aide
Janice Hart	Teacher Aide/Student Aide
Lisa Dupell	Teacher Aide/Student Aide
Cynthia Warner	Teacher Aide/Student Aide
Susan Mueller	Teacher Aide/Student Aide
Kathy Nichols	Teacher Aide/Student Aide
Donna Boudrieau	Teacher Aide/Student Aide
Cynthia Williams	Teaching Assistant
Susan Mueller	Teaching Assistant
Elora Romano	Teaching Assistant
Courtney Lapham	Teaching Assistant
Ronnie Cunningham	Teaching Assistant

## **ENC. 26 CONTINUED**

Tracey Luoma	Teaching Assistant
Cynthia Warner	Teaching Assistant
Susan Mueller	Teacher
Elora Romano	Teacher
Cynthia Williams	Teacher
Peter McMillian	Teacher
Douglas Westover	Teacher
Denise Clothier	Teacher
David Gardiner	Teacher
Gregory Demarse	Teacher
Kristy Brehm	Teacher
Courtney Lapham	Teacher
Chad Davis	Teacher
Tracey Luoma	Teacher
Kara Bouyea	Teacher
Elizabeth Parent	Teacher
Diane Leavine	Teacher
Lisa Tallman	Teacher
Colleen Gilligan	Teacher
Lydia Ducharme	Teacher
Kelly Lareau	Teacher

## **ENC. 27**

### **Extraclassroom Activity Fund**

This is the fund which accounts for the monies raised by students through their projects. There is a need to have staff involved with the management of this fund. It is recommended that the following people be appointed to monitor this fund, effective August 18, 2021 through the July 2022 Reorganization Meeting, with no additional compensation:

Chief Faculty Advisor – Mark Brown for the Satellite Campus (to replace James McCartney)

## **ENC. 28**

Recommend that the Board approve the following Dignity Act Coordinator for the 2021-22 school year:

Mark Brown – Satellite Campus (to replace James McCartney)

## **ENC. 29**

Upon the recommendation of the District Superintendent, Be It Resolved, that Dr. Grace Stay and John Iorio are appointed as CVES Title IX Coordinators, and that Amy Campbell is appointed as the CVES Decisionmaker under the Title IX Policy.

## **ENC. 30**

Appoint Representative for the Clinton County School Boards Association for 2021-22 (to replace Mrs. Linda Gonyo-Horne).

## **ENC. 31**

Appoint NYSSBA Legislative Liaison (to replace Mrs. Linda Gonyo-Horne).

## **ENC. 32**

Adopt Revised Policies:

- #3230 Organizational Chart
- #8160 CVES District-Wide School Safety Plan
- #8160.1 Special Ed/CV-TEC Building Level Emergency Response Plan
- #8160.3 Yandon-Dillon Building Level Emergency Response Plan
- #8160.4 Satellite Campus Building Level Emergency Response Plan

## **ENC. 33**

Revised Policy – First Reading

#5010 Anti-Discrimination Policy

## **ENC. 34**

New Policy – First Reading

#XXXX Title IX Sexual Harassment

## **ENC. 35**

Recommend that the Board approve the Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the CVES 12-Month Support Unit that acknowledges and agrees to add the title of Education Grant Specialist to the contract. (attached)

## **ENC. 36**

Recommend that the Board approve the Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the CVES Administrative Unit that acknowledges and agrees to add language regarding Family Care Leave in the contract that was omitted. (attached)

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

**ANTI-DISCRIMINATION POLICY**

BOCES does not discriminate in employment or in the education programs and activities or in access of students to vocational instruction opportunities which it operates on the basis of race, color, national origin, religion, marital status, military status, sex, age, weight, sexual orientation, gender identity, ethnic group, religious practice, disability, predisposing genetic characteristic, or domestic violence victim status in violation of Title VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Title IV; 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; Title II of the ADA [known as the Americans with Disabilities Act] 1990; New York State Human Rights Law; The Boy Scouts of America Equal Access Act of 2001; The Genetic Information Non-Discrimination Act of 2008 (GINA).

Grievance Procedure

**For all claims of sexual harassment, use the complaint procedure under [new] Title IX Sexual Harassment Policy #XXXX – (to be numbered once adopted by the CVES Board) regarding Title IX complaints.**

Section 1

If any person believes that BOCES or any of BOCES' staff has failed to apply or has inadequately applied the principles or regulations of any of the aforementioned Civil Rights laws that person may bring forward a complaint, which shall be referred to as a grievance, to BOCES' Civil Rights compliance officers.

Section 2

Step (a):

The complainant may discuss the grievance informally with the compliance officer, or may file a written complaint with the compliance officer. The compliance officer or designee will then investigate the substance of the complaint in a prompt and equitable, thorough and impartial manner. The compliance officer will reply to each complainant in writing within seven days of the initiation of the complaint, though the full investigation may take longer. Each complainant and respondent will be provided with a written copy of the findings within 60 days of the filing of the complaint, unless exceptional circumstances require additional time.

Step (b):

If any complainant or respondent (party) wishes to appeal the decision of the compliance officer, the party may submit a signed statement of appeal to the District Superintendent within



seven days after receipt of the compliance officer's findings. The District Superintendent shall meet with the party and any representative and make such other inquiries which the District Superintendent deems appropriate. Thereafter, the District Superintendent shall set forth a conclusion and respond in writing to all parties within 14 days, unless exceptional circumstances require additional time.

**Step (c):**

If a party is not satisfied with the conclusion of the District Superintendent, the party may appeal through a signed, written statement to the BOCES' Board within seven days of receipt of the District Superintendent's response in Step (b). In an attempt to resolve the grievance, the BOCES' Board shall meet with the party and any representative within 30 days of receipt of such an appeal. The BOCES' Board's written disposition of the appeal shall be sent to all parties within ten days of this decision, unless exceptional circumstances require additional time.

**Step (d):**

If the grievance has not been satisfactorily settled at Step (c), further appeal may be made to:  
Office for Civil Rights,  
U. S. Department of Education  
32 Old Slip, 26th Floor  
New York, NY 10005-2500  
Telephone: (646) 428-3800  
Facsimile: (646) 428-3843  
Email: OCR.NewYork@ed.gov

**Section 3**

The compliance officer, on request, will provide a copy of the BOCES' grievance procedure to any employee or student of BOCES. It is also on the BOCES website.

A copy of each of the acts and regulations upon which this notice is based will be made available upon written request directed to the BOCES' compliance officer.

When used in this policy *days* shall mean BOCES business days. The words *person* and *complainant* shall include an employee as well as a student of BOCES.

Inquiries concerning the anti-discriminatory policy may be made to:  
Director, Office for Civil Rights,  
U. S. Department of Education  
32 Old Slip, 26th Floor  
New York, NY 10005-2500

## **Publication**

BOCES shall promulgate this policy, which includes sexual harassment, as follows:

- A copy of this policy and the sexual harassment policy shall be provided at the beginning of employment to each employee in their employment packet, and provided annually to each employee.
- These policies shall be published as part of the BOCES' student handbook.
- Any changes to the policies shall be published in the official newspaper of BOCES.
- These policies shall be provided annually to the president of each bargaining unit.
- These policies shall be posted prominently and easily found on the BOCES' website.

Annual publications shall contain the name, business address and telephone number of the BOCES' compliance officer.

## **Employment Application**

Each employment application of BOCES shall contain the following language:

BOCES does not discriminate in employment or in the education programs and activities which it operates on the basis of race, color, national origin, religion, marital status, military status, sex, age, weight, sexual orientation, gender identity, ethnic group, religious practice, disability, predisposing genetic characteristic, or domestic violence victim status in violation of Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, 42 U.S.C. 12111 etseq., known as the Americans With Disabilities Act, § 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title II of the ADA 1990, New York State Human Rights Law, The Boy Scouts of America Equal Access Act of 2001, The Genetic Information Non-Discrimination Act of 2008 (GINA), or in access of students to vocational instruction opportunities.

The following person(s) have been designated to handle inquiries regarding non-discrimination inquiries:

~~James McCartney~~ John Iorio – Civil Rights Compliance Officer –  
[mccartney\\_james@cves.org](mailto:mccartney_james@cves.org) [iorio\\_john@cves.org](mailto:iorio_john@cves.org)

Dr. Grace Stay – Civil Rights Compliance Officer – [stay\\_grace@cves.org](mailto:stay_grace@cves.org)  
1585 Military Turnpike  
P.O. Box 455, Plattsburgh, NY 12901  
Phone: 518-536-7340

Matthew Slattery  
Section 504 Compliance Officer – [slattery\\_matt@cves.org](mailto:slattery_matt@cves.org)  
1585 Military Turnpike  
P.O. Box 455, Plattsburgh, NY 12901  
Phone: 518-561-0100 Ext. 291

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

**TITLE IX SEXUAL HARASSMENT POLICY**

It is the policy of the BOCES that no person in the BOCES shall be excluded on the basis of sex from participation in, denied benefits of, or be subjected to discrimination under any education program or activity. This includes the following types of sexual harassment:

**Quid Pro Quo Harassment:** No employee may condition the provision of aid, benefit, or service of the BOCES on an individual's participation in unwelcome sexual conduct.

**Hostile Environment Harassment:** No person may engage in unwelcome sexual conduct which a reasonable person would find to be so severe and objectively offensive so as to deny a person's equal access to the BOCES' educational program or activity. Sexual assault, domestic violence and stalking are considered hostile environment harassment.

For purposes of this policy, the BOCES' educational program or activity is defined as any location, event, or circumstance over which the BOCES exhibits substantial control over both the alleged harasser and the context in which the harassment occurred.

The BOCES will provide notice of this policy and the related grievance procedure on an annual basis and the policy and related procedure will be posted on the BOCES' website.

**Reporting Sexual Harassment:**

Any person believing they have been the victim of sexual harassment may report the harassment to the BOCES' Title IX Coordinator. BOCES employees who have knowledge of sexual harassment under this policy are required to report the harassment to the BOCES' Title IX Coordinator promptly even if the person reporting is not the victim. The report may be made in person, by email, telephone or in writing.

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
  - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
  - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work;
  - Bullying, yelling, name-calling.

Once the Title IX Coordinator has notice of the sexual harassment, the Coordinator must respond promptly to the report of harassment. The Title IX Coordinator will promptly reach out to the victim of the alleged harassment to discuss the formal complaint procedure, availability of supportive measures and to determine the victim's wishes regarding supportive measures. The Title IX Coordinator will treat both parties equitably and will offer supportive measures to both parties. Supportive measures include, but are not limited to non-disciplinary, non-punitive, individualized services such as counseling, course modification, schedule changes or increased monitoring or supervision. Supportive measures will be designed to restore or preserve equal access to education programs or activities without unreasonably burdening the other party.

The Title IX Coordinator will also conduct an individualized safety and risk analysis to determine whether removal of the respondent is necessary to protect a student or another individual from an immediate threat to physical health and safety. If there is an immediate threat to physical health or safety, the respondent can be removed on an emergency basis. If the respondent is removed, the respondent must be given notice and opportunity to challenge the decision immediately after the removal. Removal for an employee is administrative leave.

For purposes of this policy, the respondent is the individual who has been reported to be the perpetrator of the conduct that could be considered sexual harassment.

**Formal Complaint:**

A formal complaint may only be filed by the victim of the alleged harassment during the time that the victim is participating in or attempting to participate in the BOCES' educational program. Once the victim is no longer participating in the BOCES' educational program or attempting to participate, a complaint may no longer be filed under Title IX. Parties other than the victim, with the exception of the BOCES' Title IX Coordinator, may not file a formal complaint on behalf of the victim. A person may still have the right to file a complaint using BOCES other anti-discrimination policies, where the person can't under Title IX. The Title IX Coordinator may file a formal sexual harassment complaint on behalf of the victim. A formal complaint must be written and signed on the BOCES' Title IX Complaint form.

Once the formal complaint has been filed, the BOCES will ensure that the parties are treated equitably during the grievance procedure, evidence will be evaluated objectively, and the Title IX Coordinator or investigator does not have a conflict of interest against a party. Further, the Title IX Coordinator and the investigator will presume that the respondent is not responsible for the alleged conduct and that the grievance procedure moves forward in a reasonably prompt manner. Both parties will be advised of the

procedures and advised about the possible disciplinary outcomes and remedies which may be implemented following a determination of responsibility.

Upon filing of a formal complaint, the Title IX Coordinator will provide both parties with a Notice of Formal Complaint.

The Notice of Formal Complaint will include the following:

- a. Supportive measures available
- b. Appeals procedures
- c. Notice of allegations in sufficient detail to allow the respondent to prepare a response
- d. Informal resolution process, if any
- e. A statement that the respondent is presumed not responsible for the conduct and responsibility will be determined at the conclusion of the grievance process
- f. The parties' right to be represented by an attorney or other representative
- g. The right to review and inspect the evidence
- h. Notice of any provision of the Code of Conduct that prohibits making false statements or providing false information during the grievance process
- i. The right to be notified of any new allegations occurring during the grievance process.

The Notice will be provided to the parties prior to the initial interview and early enough to allow the respondent to prepare a response to the complaint. The Notice will be sent separately to each party.

In evaluating complaints, the BOCES adopts an evidentiary standard of preponderance of the evidence. The Title IX Coordinator may dismiss a complaint if the complaint does not constitute sexual harassment as defined by this policy, if the Title IX Coordinator receives a request for the complaint to be withdrawn, the respondent's employment or enrollment ends, or circumstances exist which prevent the BOCES from gathering evidence.

Once a formal complaint is received, an investigation is triggered. The Title IX Coordinator handling the formal complaint will refer the matter to the BOCES other Title IX Coordinator to act as investigator unless a conflict of interest against either party exists with that Investigator. Other investigators may be appointed as needed. In conducting the investigation, the BOCES must:

- a. Bear the responsibility for gathering the evidence and meeting the burden of proof;
- b. Provide both parties an equal opportunity to present witnesses and evidence;
- c. Refrain from restricting either party's ability to discuss the allegations or gather and present evidence;
- d. Provide both parties the same opportunity to have a representative present during the interview and subsequent hearing, if any;
- e. Provide both parties written notice of date, time, participants, purpose and location of any investigative interview, hearing or other meetings with sufficient time for the party to prepare;

- f. Provide both parties and representatives, if any, equal opportunity to review all the evidence that is directly related to the allegations in the formal complaint, including evidence the BOCES does not rely on and any exculpatory or inculpatory evidence from any source. This evidence is to be provided at least 10 days prior to completion of the investigatory report and the parties may submit a written response which will be considered prior to completion of the investigation report.

Once the investigation is complete, the investigator must prepare a written investigative report and provide the report to the parties and representatives, if any, for their review and written response. The complaint, evidence, investigation report and any written responses must then go to a Decision maker or Decision Maker's Designee for a determination regarding responsibility of the respondent for the conduct alleged.

At least 10 days prior to any hearing or other determination of responsibility by the Decision maker, each party has the opportunity to submit to the Decision maker relevant questions to be asked of another party or witness. The Decision maker will provide the answers and the parties will be given a follow-up opportunity for questions.

The Decision maker, and any designee, must be a person who is neither the Title IX Coordinator nor the investigator. Once the Decision maker reviews all the documentation, the Decision maker must issue a written response within 10 days of the last submission of documentation. The written decision must address the allegations, procedural steps taken, finding of facts, and application of the Code of Conduct to the facts and a statement of and rationale for each allegation including determination of responsibility, disciplinary sanctions and whether remedies to restore or preserve equal access to the educational program will be provided.

### **Appeal of Decision**

If either party is unhappy with the final determination of the complaint for the following reasons, the party may appeal:

- a. A procedural irregularity existed that affected the outcome of the investigation and final determination;
- b. New evidence has been discovered which was not reasonably available at the time of the determination and which could affect the outcome;
- c. There was a conflict of interest on the part of the Title IX Coordinator, investigator or Decision maker.

The appeal must be filed with the Title IX Coordinator within 10 days of the final written determination. Upon receipt of the written request for appeal, the Title IX Coordinator will notify both parties of the appeal and given them each an equal opportunity to submit in writing a statement in support of or challenging the final determination. Within 10 days of submission of statements, the appeal will be reviewed by the BOCES District Superintendent, or his designee as the Appeals Officer. The Appeals Officer may not be the Title IX Coordinator, investigator or Decision maker and may not have a conflict of interest. Within 10 days after receipt of the submissions, a written decision will be issued by the Appeals Officer to both parties on the appeal.

If a party is not satisfied with the outcome of the appeal, either party may seek further legal remedies. Specifically, the New York State Human Rights Law protects employees, students, and non-employees from sexual harassment. Complaints may be filed with the Division of Human Rights or in New York State Supreme Court. Further, the United States Equal Employment Opportunity Commission enforces federal

discrimination laws, including Title VII of the Federal Civil Rights Act. Contact information is provided below.

New York State Division of Human Rights  
1 Fordham Plaza, Fourth Floor  
Bronx, NY 10458  
(888) 392-3644

United States Equal Employment Opportunity Commission (EEOC)  
1-800-669-4000  
[www.eeoc.gov](http://www.eeoc.gov)

U.S. Department of Education  
Office of Civil Rights  
400 Maryland Avenue, SW  
Washington, D.C. 20202  
(800) 872-5327  
[www.ed.gov](http://www.ed.gov)

All records regarding the formal complaint, investigation, remedies, sanctions and appeals must be maintained by the BOCES for at least 7 years.

Any BOCES' employee is prohibited from engaging in retaliation against any person involved in the complaint, the grievance process, appeal or investigation.

# ENC. 35

## MEMORANDUM OF AGREEMENT

Between

BOARD OF COOPERTATIVE EDUCATIONAL SERVICES

of

CLINTON, ESSEX, WARREN, WASHINGTON COUNTIES

And

THE CHAMPLAIN VALLEY EDUCATIONAL SERVICES 12-MONTH SUPPORT STAFF

August 18, 2021

WHEREAS, the title of Education Grant Specialist is now being created by BOCES, and the parties desire to include that position within the negotiations unit represented by 12-Month Support Staff Until pursuant to Article 2, paragraph D, of the parties' collective bargaining agreement for the term July 1, 2019 through June 30, 2023 (herein the "CBA"); and

WHEREAS, the parties have met and conferred as to the terms and conditions of employment of such title;

NOW, THEREFORE, except as revised or amended below, the language of the CBA will continue in full force and effect with respect to the added title. The agreed-upon revisions will be effective upon ratification by the parties and will continue thereafter in any successor agreement until changed by agreement of the parties.

1. ARTICLE 2: Change provisions to add Education Grant Specialist to the list of positions that follow the statement below:
  - A. The BOCES hereby recognizes the SSE as the sole and exclusive bargaining agent for the personnel employed at least 50% in any one of the following titles:
2. ARTICLE 4: Change provisions to add Education Grant Specialist to list of positions in chart of Article 4, paragraph B, that follow the statement below:
  - A. The workday for the following employees will be seven (7) hours per day exclusive of an unpaid minimum meal break of one-half (1/2) hour:
3. ARTICLE 20: SALARY

The minimum entry level salary for the title of Education Grant Specialist for the 2021-2022 school year shall be \$45,000 and for 2022-2023 school year shall be \$46,400. For school years after the 2022-2023 school year, the salary for the Education Grant Specialist position shall be as established by the collective negotiations for the successor to the parties' 2019-2023 agreement.



4. Other Matters:

(1) All other CBA provisions: Unless specifically qualified here, employees in the title of Education Grant Specialist shall receive all contractual benefits.

**AGREED AND ACCEPTED:**

**FOR BOCES:**

\_\_\_\_\_

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

Dr. Mark Davey  
District Superintendent

**FOR 12-MONTH SUPPORT:**

  
\_\_\_\_\_

Date: 7-23-21

Kim Wimett  
Unit President

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
Sole Supervisory District of Clinton, Essex, Warren, and Washington Counties  
AND THE  
Clinton, Essex, Warren, Washington BOCES Administrative Unit  
School Administrators Association of New York State**

**WHEREAS** The Champlain Valley Educational Services Administrative Unit (Association) and the Champlain Valley Educational Services (BOCES) are parties to a collective bargaining agreement that runs from July 1, 2021- June 30, 2025, and;

**WHEREAS** contract negotiations for the July 1, 2018 - June 30, 2021, and July 1, 2018 – June 30, 2025, agreement did not include any discussions on the removal of three (3) Family Care Leave Days that existed in previous agreements and;

**WHEREAS** both parties did not intend to omit language of regarding the three (3) Family Care Leave Days from the July 1, 2018 – June 30, 2021, agreement and;

**WHEREAS** the agreement that runs from July 1, 2018 - June 30, 2021, and July 1, 2021 - June 30, 2025, does not include the three (3) Family Care Days off for Family Care Days in Article 9, Paragraph C;

**THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

1. The July 1, 2018 – June 30, 2021, and July 1, 2021 – June 30, 2025, agreements shall be amended to include paid time off for three (3) Family Care days under Article 9, Paragraph C. These days shall not be accumulative.
2. Article 9, paragraph C shall be amended to: "Administrators shall be allowed three (3) family care leave days each school year without the loss of pay. Family care leave will not be accumulative. Administrators shall be allowed to utilize up to 15 of their sick days for family care leave days each school year without the loss of pay."

DATED: August \_\_, 2021

FOR THE BOCES:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Dr. Mark C. Davey, District Superintendent

  
\_\_\_\_\_  
Grace Stay, Principal

**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:** Amy Campbell AC  
**DA:** August 2021  
**RE:** August 2021 Board Report

It has been an exciting and productive summer for Instructional Services. We have had several new hires and continue to fill positions in our expanding COSERs. This has been an interesting time of transition with more to come.

**NEW FACES**



Sarah Paquette  
Administrator for  
Instructional  
Services



Haley Taylor  
Network and  
Systems  
Technician



Trevor DeLong  
Computer  
Specialist



Tavin Head  
Computer  
Specialist



Ted Santaniello  
TOC Computer  
Specialist



Paul Ghenoiu  
TOC  
Cleaner/  
Messenger

During the month of July, Instructional Services welcomed several new staff members. Each member came into the division during time of transition and went right to work. Many of our technology staff were on site in districts on their first day. Our Administrator for Instructional Services was busy wrapping up billing from the end of June and received requests immediately for workshops and support in districts ranging from data meetings to curriculum to student support programs. All of our new hires have blended well with our experienced team in supporting the mission and vision of CVES.

## **SUPPORTING COMPONENT DISTRICTS**



Our Instructional Technology COSER has grown adding new districts to our services this year. On July 1<sup>st</sup> members of our technology team began work in those districts. Much of the work has included inventory of equipment, audits of technology and internet security and meeting with district staff to understand the needs moving into

the new school year. Several of our component districts held summer school programs this summer, utilizing our staff to ensure students and teachers had ongoing access to quality technology. At one district our staff has partnered with NERIC to install a new phone system. The knowledge and expertise of our technology team helped the district save \$50,000 by not having to use a specialized vendor. As part of our technology service, support is provided monitoring for cybersecurity threats. This month two potential cyberattacks were prevented due to the monitoring, reporting, and quality strategies put into place by our team.



## **REOPENING PLANS AND CONTINUING STRONG PARTNERSHIPS**

Much of July was spent waiting for new guidance from the Governor's Office and the New York State Department of Health. During that time, CVES continued to meet regularly with component district superintendents, and members of the Essex County and Clinton County Departments of Health. Much of this collaboration centered on formulating a plan to utilize ELC monies given to the local health departments to coordinate surveillance testing in schools. Although there is not a mandate for this testing, strong plans have been developed that can be utilized should the need for testing arise. Late on August 4<sup>th</sup> it was announced that no guidance at the state level would be forthcoming. CVES is continuing our work with districts and the health departments to determine the best practices for reopening this fall.

## **DIVING INTO BIAS**



As part of our ongoing work to meet the priorities of our strategic plan to “build and ensure a culture of equity, inclusion, and acceptance,” our administrative team complete six hours of training, Diving Into Bias. This training, led by our own WAF High School Principal, Daniel Valenzuela, asked members of our team to close gaps from not knowing to knowing and then begin to visualize what knowing to doing might look like. The six hours were broken down into three sessions, each session focusing on a different theme related to implicit bias and promoting an equity lens. The first session focused on becoming aware of our implicit bias, the second session looked to increase awareness of implicit bias in schools and the third session highlighted what it means to “do” equity. Each session included activities that allowed participants to process as individuals, small groups, and as a large group. The conversations were varied and enlightening. During the final sessions, the attendees participated in a restorative circle where each participant shared how the sessions impacted them and their ideas for moving forward. This ongoing work will continue at the Administrator Retreat in August and throughout the year as we move forward as an organization strengthening our equity lens.



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

**CV-TEC DIVISION**


**Michele M. Friedman**

**Director of Career and Technical Education**

friedman\_michele@cves.org  
 Plattsburgh Main Campus, 518-561-0100 FAX 518-561-0494  
 Mineville Branch Campus, 518-942-6691 FAX 518-942-3368  
 Satellite Branch Campus, 518-561-0100 FAX 518-324-6620  
 OneWorkSource, 518-561-0430 FAX 518-324-3379

**CVES MISSION**

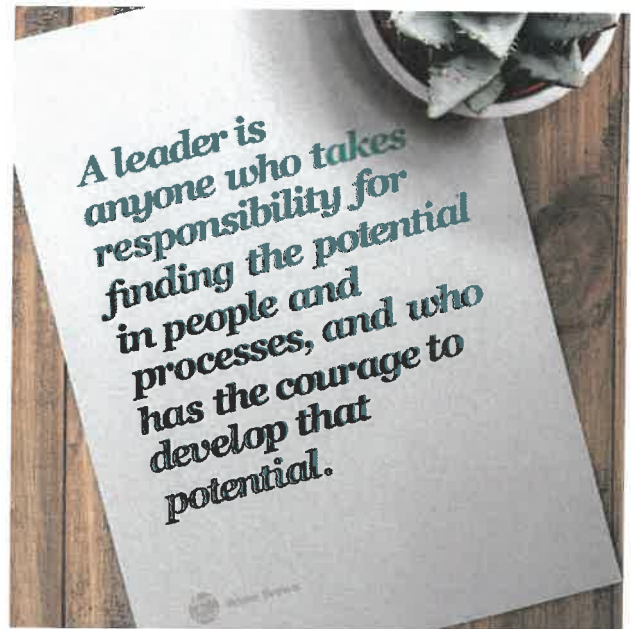
*Champlain Valley Educational Services empowers students, schools and communities by providing exemplary education, training, support and shared services.*

TO: Dr. Mark C. Davey  
 FROM: Michele M. Friedman   
 DATE: August 9, 2021  
 RE: August 2021 Board Report

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

The CV-TEC Divisional Leadership Team & CV-TEC Management Team have met weekly since the beginning of the new year to continue our planning for the reopening of school, to update the CV-TEC Continuity of Learning plan, CV-TEC Divisional Goals and Priority Areas of Focus, Building and Department Goals, Strategic planning, and Opening Days’ activities and expectations.

The DLT is comprised of the building and site leadership within the division: Mr. Adam Facteau, Dr. Grace Stay, Mr. Jim McCartney, Mr. Mark Brown and Mr. John Iorio. The CV-TEC Management Team is comprised of all members of the DLT along with our Divisional Coordinators: Mrs. Sherry Snow, Mrs. Dena Tedford, and Mrs. Colleen Lafountain, Mrs. Amy Burdo along with representation from our Guidance Department, Mrs. Lucy Marbut, and our administrative support team, Mrs. Tina LeFevre.



Meetings are scheduled to continue throughout the month of August and will include opportunities to engage and collaborate with members of the CV-TEC teaching faculty and staff to further develop our reopening plans and 2021-2022 Divisional focus areas. In addition to the development of the comprehensive 2020-2021 CV-TEC Continuity of Learning plan, Divisional procedures & protocols are being reviewed, revised and created so as to be in compliance with the current SED and DOH guidance in response to COVID 19. The team will also continue efforts regarding CTE JMT & Statewide Assessments, Midyear and EOY Performance Assessment development and administration, APPR, District-wide & Divisional Strategic Planning Membership and District-wide Committees, and priority areas of focus in preparation for the opening of the new school year.

## **2021 CV-TEC CTE AWARD OF EXCELLENCE RECIPIENTS**

Congratulations to the 2021 CV-TEC CTE Award of Excellence Medal Recipients who have each demonstrated outstanding accomplishments within their respective fields.

### **The 2021 CV-TEC High School Award of Excellence for Outstanding Achievement:**

- Taylor Mick-Northern Adirondack Central School  
(Security & Law Enforcement, Plattsburgh Main Campus)



- Desiree Demar- Moriah Central School  
(Allied Health, Mineville Campus)
- Gwendolyn Eichen- Moriah Central School  
(New Visions Medical Careers, Mineville Campus)



### **The 2021 CV-TEC Post-Secondary Award of Excellence for Outstanding Achievement**

- Celena Solorza (Cosmetology, Plattsburgh Main Campus)



**2021 CV-TEC CTE Program Award of Excellence Recipients:**

Allied Health	Mackenzie Dufrane	NACS
	Desiree Demar	Moriah
Animal Science: Large Animal Production	Hannah LaFountain	Saranac
Animal Science: Veterinary Assistant	Abigail Sawyer	AVCS
Automotive Collision	Devin Therrian	Chazy
Automotive Technology	Isaac Pratt	NACS
	Shane Bertsche	Crown Point
Business & Health Mgmt.	Kaitlyn Blaise	AVCS
Construction Trades	Cody Lambert	NACS
	Preston Salinas	NACS
Cosmetology	Faith Mudd	AVCS
	Celena Solorza	Post Secondary
	Joy Fraser Cooper	Keene
Culinary Arts Mgmt.	Dalton Seymour	BCS
Digital Art & Design	Ethan Perry	NACS
Early Childhood Education	Madison Tromblee	AVCS
Electrical Design	Damien Murphy	AVCS
Environmental Conservation & Forestry	Matthew Jarvis	NACS
Food Service	Joseph Henderson	PHS
Graphic Design	Felicia Parks	AVCS
Heavy Equipment/Diesel Mechanics	Evan Nelson	NACS
Natural Resource Management	Dawson DeZalia	Schroon Lake
New Visions Medical Careers	Ian Zurlo	Saranac
	Ella King	Boquet Valley
New Visions: Applied Engineering	Cade Berry	BCS
	Spenser Jensen	Boquet Valley
Security & Law Enforcement	Taylor Mick	NACS
	Stephen Johns	Ticonderoga
Welding	Caden Bruce	NACS





## **2020-2021 End of Year Report: New Visions Applied Engineering (NVAE)**

The CV-TEC Division is pleased with the successful launch of the new New Visions Applied Engineering Program despite the challenges posed by the pandemic. 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: Ausable Valley, Beekmantown, Boquet Valley, Crown Point, Keene, Northern Adirondack, Peru, Saranac, and Willsboro.

<u>High School Credit</u>	<u># of Credits</u>	<u># of Students Participated</u>	<u># of Students Earned the Credit</u>
CTE	0.5	16	16
English	1.0	16	16
Math (Pre-Calculus)	1.0	16	15
Math (Calculus)	1.0	16	16
Science	1.0	16	16
Technology Elective	1.0	16	16
<u>College Dual-Enrollment Credit</u>	<u># of Credits</u>	<u># of Students that were Dual Credit Enrolled</u>	<u># of Students that Earned the Dual Credit</u>
CSC 102 / CIS 130 Computing	3.0	3 / 9	3 / 9
MAT 204 Pre-Calculus	4.0	8	6
MAT 240 Calculus	4.0	11	10
MEC 100 Intro to Engineering	3.0	13	13
PHY 100 Physics	4.0	14	14

### **Post-program plans for NVAE Class of 2021:**

1. Hamilton College (Pre-Med)
2. SUNY Plattsburgh (Business)
3. RIT (Civil Engineering)
4. SUNY Plattsburgh (Robotics)
5. Employed in the Construction Field
6. Clinton Community College (Undeclared Major)
7. Study Abroad (Physics)
8. Norwich (Civil Engineering)
9. RIT (Mechanical Engineering/ Automotive Engineering)
10. Norwich (Criminal Justice)
11. Clarkson University (Mechanical Engineering)
12. SUNY Stony Brook (Math/Physics)
13. Union College (Computer Science)
14. Deferred Enrollment; Columbia University (Pre-Med)
15. Norwich (Environmental Science)
16. Clarkson University (Mechanical Engineering)



NVAE Class of 2021 Collegiate Fields of Study:

- 3 Mechanical Engineering/ Automotive Engineering
- 2 Civil Engineering
- 2 Pre-Med
- 1 Robotics
- 1 Physics
- 1 Math/ Physics
- 1 Computer Science
- 1 Environmental Science
- 1 Business
- 1 Criminal Justice
- 1 Undeclared Major
- 1 Employed in Construction field



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 County.

Due to pandemic-related visitation restrictions, NVAE Teacher, Stephen 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 virtually with representatives from Schluter, NORSK Titanium, AES Northeast, Barrett Industries, Upstone Materials, Moldrite Plastics, Camso, and General Composites. NVAE students attended an in-person live seminar at NORSK Titanium led by the Vice President of Operations. The Barrett Industries Vice President of Operations for the Pennsylvania division conducted an estimation seminar which resulted in students completing an estimation team project proposal and presented them to Barrett Industries engineers.

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.



## SPECIAL EDUCATION DIVISION

Matthew J. Slattery  
Director of Special Education

Plattsburgh Campus, 518-561-0100 FAX 518-561-5624  
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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: August 2021  
Re: Board of Cooperative Educational Services Report

### The Positivity Project Comes to CVES



In order to help support and maintain a strong SEL curriculum, we have partnered with the Positivity Project (P2). The Positivity Project is dedicated to empowering American's youth to build positive relationships by recognizing the character strengths in themselves and others. P2 is based upon Positive psychology's 24-character strengths. Positive psychology teaches that people have all 24 strengths within them – and that character is not just skills or behaviors, but rather an intrinsic part of each of us.

We began this journey with the CVES P2 Implementation Team. Throughout this summer, this team has met for 6 early morning sessions (6-8 am!) to prepare for the upcoming year. During this time, the team worked on the following objectives:

1. Complete the Positivity Project training as a group
2. Create and lead division-wide training for all staff
3. Plan activities and events throughout the year
4. Act as a direct resource for staff to assist with classroom implementation throughout the year
5. Maintain consistency and longevity of the partnership between the Positivity Project and CVES

The CVES P2 Implementation team members include: Cherie Passno, Tina Leduc, Sheilah Boyea, Jen Haley, Melissa Gough, Angie Waldron, and Nicole O'Connell.

**Division Wide Curricula Organized on our SharePoint Resource Page**

The Special Education SharePoint page continues to be the go-to resource center for our division. All pages are revamped and updated on a continual basis to ensure staff have the very best access to resources and support to work with our unique students. The Curriculum page underwent a major update/ upgrade this summer to reflect the substantial curriculum work that took place this spring. Each program has a landing page with specifics about the curriculum used, as well as links for supplemental resources. All curriculum pages include details about the program objectives, usage, access, and training resources to assist staff in delivering developmentally appropriate standards- based lessons. Below are pictures from active links within this page. Many thanks to Curriculum Coordinator Waldron for her work in keeping this resource up to date for staff!

Programs



Elementary Life Skills

Life Skills

Life Skills & Work Readiness



ELA

ELA Component	CORE Program to be Used <i>Click on the link below for more detailed information on the program</i>	Instructional Time Required
CORE ELA Instruction	<a href="#">-Wilson Reading/ Foundations</a>	~30-45 minutes daily
Supplemental	-n2y -Leveled readers -Literature -see below for additional supplemental	20-30 minutes daily
Writing	<a href="#">-Writers Workshop</a> (1 unit per quarter)	20-30 minutes (2-3x/week)
		= ~60-90 minutes daily

Supplemental ELA



### **New Additions to Transition Programming to Benefit All Students!**

Summer is always bustling with preparations for the new school year and this summer was no different! The 2021-22 school year is slated to bring some amazing opportunities for our students in the Special Education Division, ages 14-21, that participate in our Work Experience Program. This upcoming school year brings an expansion of student opportunities which include:

- the relocation of our student library and the addition of the student run enterprise, BeanZ Café, providing a unique experiential learning opportunity to gain hands-on skills useful for any career path.
- We are also excited to welcome the PAES (Practical Assessment Exploration System) Lab which is a comprehensive data driven curriculum for students with special needs that provides training in basic career & life skills exploration through hands-on experiences that help to determine a student's career/vocational strengths and so much more!

As the year progresses, we are excited to share a more in-depth look at these opportunities offered to our students to prepare them for their transition to the adult world upon exit.

### **Developing In-House Trainers for CALM**

This month our Board-Certified Behavioral Analyst (BCBA) in the autism program, Coordinator Martino, participated in CALM Expanded Trainer training at the New England Center for Children. Not only did this training allow the BCBA to become a CALM Expanded trainer, it also allowed an opportunity for collaboration between other BCBA's and trainers from other agencies. We now have 2 CALM Expanded trainers and 1 CALM Basic trainer in the program. This will allow us to further train staff in the program in proactive strategies, de-escalation techniques, and protective measures.

### **ESY 2021 Programming is in Full Swing**

Faculty and staff have done an excellent job with our Extended School Year (ESY) programming this summer! With approximately 100 students enrolled, between both of our Plattsburgh and Mineville campuses, student engagement and experiences continue to be at the forefront on learning activities. The below pictures capture some of the great activities taking place this summer!



Above, Ms. Haley's class has put a popular animal display in our hallways that has been interactive with all the students in the building this summer. As students walk by with their staff. They are intrigued with curiosity and explore the animal shadow boxes on display, encouraging great communication and generalization of skills. They also have been working on a riddle me this project that's been fun to read and watch students attempt to figure out riddles.



With the Tokyo Olympics wrapping up, many of our classes have been enjoying the games. Ms. Restrepo's class has been working on tallying the total medals received from each country as one part of their Project Based Learning unit. Check out the great bulletin board on display that tracks medals and is maintained by her students.

More pictures of summer fun follow below!



