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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
SATELLITE CAMPUS CONFERENCE CENTER IN PLATTSBURGH, NY ON OCTOBER 13, 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. INTRODUCTION OF ALL PRESENT |
| No Action | 3. AUDIT PRESENTATION FOR YEAR END JUNE 30, 2021 |
| | --West & Company, CPA, PC |
| No Action | 4. BOARD APPRECIATION MONTH |
| No Action | 5. EXECUTIVE SESSION |
| No Action | 6. OPINIONS AND CONCERNS FROM THE AUDIENCE |
| No Action | 7. CAPITAL PROJECT UPDATE --Dr. Mark Davey & Mr. Eric Bell |
| No Action | 8. STRATEGIC PLAN PRESENTATION -- Dr. Mark Davey |
| No Action | 9. DISTRICT SUPERINTENDENT’S UPDATE |
| Action | 10. MINUTES OF PREVIOUS MEETING |
| | a. September 8, 2021 Meeting Minutes (Enc. 1) |
| | 11. NEW BUSINESS |
| Action | a. Approval of Annual Independent Audit (Enc. 2) |
| Action | b. Adoption of 2021-2024 District Strategic Plan (Enc. 3) |
| | 12. CONSENT AGENDA FINANCIAL |
| Action | a. Certification of Warrant (Enc. 4) |
| Action | b. Treasurer’s Report (Enc. 5) |
| Action | c. Donations (Enc. 6) |
| Action | d. Special Aid Fund Project Continuations (Enc. 7) |
| Action | e. Special Aid Fund Projects (Enc.8) |
| Action | f. Budget Increases (Enc. 9) |
| Action | g. Cross Contracts (Enc. 10) |
| Action | h. Contractor/Consultant Agreement (Enc. 11) |
| Action | i. Snow Removal & Sanding Services Agreement Renewal (Enc. 12) |
| Action | j. Professional Services Agreements (Enc. 13) |
| Action | k. Rental Agreement Resolution (Enc. 14) |
| Action | l. Revocable Permit Agreement (Enc. 15) |
| Action | m. Lease Agreement Amendment (Enc. 16) |

Action n. School Breakfast/Lunch Rate Increases (Enc. 17)

No Action 13. OLD BUSINESS - Committees
a. None this Month

14. CONSENT AGENDA PERSONNEL
Action a. Amendment (Enc. 18)
Action b. Resignations (Enc. 19)
Action c. Terminations (Enc. 20)
Action d. Tenure Appointment (Enc. 21)
Action e. Civil Service Probationary Appointments (Enc. 22)
Action f. Permanent Appointments (Enc. 23)
Action g. Temporary Appointments (Enc. 24)
Action h. Part-time Hourly Appointments (Enc. 25)
Action i. Additional Work (Enc. 26)
Action j. Substitutes (Enc. 27)
Action k. 2021-22 Temporary-On-Call Rates (Enc. 28)
Action l. Authorization of Individuals to Collect Money (Enc. 29)
Action m. Deputy Claims Auditor (Enc. 30)
Action n. Certification of Lead Evaluator Resolution (Enc. 31)
Action o. Re-certification of Lead Evaluators (Enc. 32)

15. BOARD OF COOPERATIVE EDUCATIONAL SERVICES
Action a. Resignation of CVES Board Member (Enc. 33)
Action b. Adopt Revised Policy (Enc. 34)
No Action c. Annual Report on Reserves (Enc. 35)
Action d. Tuition Refund Resolution (Enc. 36)

No Action 16. OTHER

No Action 17. NEXT BOARD MEETING
Wednesday, November 10, 2021, at the Yandon-Dillon Center in Mineville – Proposed
Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.

No Action 18. REPORTS FROM DIRECTORS (Enc. 37)

Action 19. 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

October 13, 2021	Audit Committee Meeting – Satellite Campus Conference Center, Plattsburgh – 5:00 p.m.
October 13, 2021	Board Meeting – Satellite Campus Conference Center, Plattsburgh – 6:30 p.m.
October 14, 2021	Special Education Open House/Community Resources Fair <i>Virtual Event</i> - WAF – 4:00 p.m.
October 20, 2021	CV-TEC Family Night <i>Virtual Event</i> – Mineville – 6:00 p.m.
October 21, 2021	CV-TEC Family Night <i>Virtual Event</i> – Plattsburgh – 6:00 p.m.
October 25, 2021	NYSSBA Convention – Virtual
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

Recommend that the Board approve the Draft Minutes from the September 8, 2021 regular Board meeting. (attached)

ENC. 2

Recommend that the Board approve the Annual Independent Audit, performed by West & Company, CPA, PC for the 2020-21 school year.

ENC. 3

Recommend that the Board adopt the CVES 2021-2024 District Strategic Plan for Continuous Improvement.

ENC. 4

Recommend that the Board approve the Certification of Warrant for September 1, 2021 to October 4, 2021. (attached)

ENC. 5

Recommend that the Board approve the Treasurer's Reports from July & August 2021. (attached)

ENC. 6

Recommend that the Board approve the following Donation:

1. Donation of Student Stipend Funds:

United Way (July 2021)	85.88
United Way (August 2021)	<u>85.88</u>
TOTAL -	\$ 171.76

2. Donation of (3) 2002 International Trucks from Upstone Materials, with an estimated value of \$15,000. This donation will benefit the Heavy Equipment/Diesel Mechanics Technology program at CV-TEC.

3. Donation of \$183 from Kayla Thorne to benefit the 2021-22 Backpack Program.

4. Donation of \$150 from CSEA Local 810 CVES Unit 6472 (10-Month Unit) to offset the cost of the 2021 Opening Day expenses at the West Side Ballroom.

5. Donation of \$60 from CVES Administration to offset the cost of the 2021 Opening Day expenses at the West Side Ballroom.

ENC. 1

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

DRAFT

DATE: September 8, 2021
KIND OF MEETING: Regular Board Meeting
PLACE: Instructional Services Center - Plattsburgh NY

Board Members Present:

Richard Harriman, Sr.
Donna LaRocque
Thomas McCabe
Bruce Murdock
Lori Saunders
Florence Sears
Doug Spilling (*arrived at 6:50pm*)
Michael St. Pierre
Donna Wotton

Board Members Absent:

Lisa Boise
Patricia Gero
Richard Malaney
Ed Marin

Executive Officer:

Dr. Mark C. Davey

Deputy Board Clerk:

Julie Jolicoeur

Others Present:

Amy Campbell
Michele Friedman
Matthew Slattery
Eric Bell
Megan Zedick
Justin Gardner

MEETING
TO ORDER

Board President St. Pierre called the meeting to order at 6:41 p.m.

EXECUTIVE
SESSION

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board go into Executive Session at 6:42 p.m., for the following reasons: #4 - A matter of discussion regarding proposed, pending, or current litigation; #5 - A matter of collective negotiations pursuant to article 14 of Civil Service Law (the Taylor Law); #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; #9 - A matter related to a specific student of the district. All Board Members present voted yes—motion carried.

NOTE: Mr. Doug Spilling, Board member, joined the meeting at 6:50 p.m.

In Executive Session, the District Superintendent introduced Ms. Meghan Zedick, Esq., CVES' attorney from Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC. Dr. Davey then provided an overview of several investigations recently conducted by CVES, and Ms. Zedick offered legal advice to support next steps and corrective action recommendations. Second, Ms. Zedick provided an update on a disciplinary matter involving a Section 75 hearing. Third, Dr. Davey discussed several labor relations matters, including an individual contract recommended for Board approval in the evening's business meeting. Lastly, Dr. Davey shared an overview of the CVES COVID-19 Testing protocols and staff hiring recommendations to support Clinton County's schools and CVES.

Mr. Harriman Sr. moved, seconded by Mr. Murdock, that the Board come out of Executive Session at 7:29 p.m. All Board Members present voted yes—motion carried.

CAPITAL PROJECT
UPDATE

Dr. Davey thanked Mr. Bell, Assistant Superintendent of Management Services, and Mr. Jerry Brooks, Director of Facilities, for their ongoing initiative and leadership to oversee and direct CVES' Capital Project. Dr. Davey and Mr. Bell commended the CVES O&M team for their work over the summer to complete the new office space at the Satellite Campus Annex building. Next, Mr. Bell shared a PowerPoint (PPT) presentation which showcased progress photos and newly completed construction. At the Mineville campus, summer construction has included new flooring, abatement, the renovation of several classrooms, a new secure entrance and vestibule, exterior doors, windows, and new office spaces. Additionally, Mr. Bell reported that the staff is currently moving into the new office area at the Plattsburgh Satellite Campus, and the ISC staff will continue to do so throughout September as well. Currently, contractors are awaiting the shipment of roofing material, finalizing parking lot line striping, and installing guardrails. Additional work remaining includes window installation and entry door framing and installation. At the Plattsburgh Main Campus, a new bus lane was completed and was ready for use on the opening day of school. Lastly, Mr. Bell provided an overview of the next 30 days of construction and preparations for Phase 2 of the Capital Project. The Board was then offered an opportunity for questions and answers.

DISTRICT
SUPERINTENDENT
UPDATE

Dr. Davey began his update by sharing that CVES' Opening Day was successful. He then asked each Director and Assistant Superintendent to provide updates to the Board. Each division's Opening update included first day and "welcome back" highlights, and that staff and students alike are happy to be back in-person. Enrollment in both CV-TEC and Special Education are thriving. ISC and Management Services' opening highlights included a brief Co-Ser update for the start of the school year and areas of growth. CVES' staff was thanked for helping to ensure and support the successful start to the new year. Dr. Davey then provided a PowerPoint photo collage of this year's Opening Day activities, welcoming our students and staff back to campus for the 2021-22 school year. Next, Dr. Davey provided an overview of the CVES COVID-19 Testing Plan, with CVES taking the lead with testing for Clinton County's schools along with the support of the Clinton County Health Department (CCHD). The Essex County Health Department (ECHD) will be implementing testing for those districts and schools in Essex County. CVES' Mineville Campus will follow the Essex County testing plan, and our Plattsburgh Campuses will follow the Clinton County testing plan. The NYS Department of Health (NYSDOH), effective September 2, 2021, has mandated COVID-19 testing requirements of staff. All staff is required to test weekly unless they opt-out by showing proof of their vaccinations. COVID-19 testing will also need to be offered to students weekly. Lastly, Dr. Davey briefly discussed the current CVES Board vacancies and provided an update on statewide District Superintendent topics and NYSED updates with the Board.

PREVIOUS
MINUTES

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., to approve the minutes of the August 18, 2021 regular meeting as presented. All Board Members present voted yes—motion carried.

CONSENT
AGENDA
FINANCIAL

Mrs. LaRocque 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 August 10, 2021 to August 30, 2021, as presented.

TREASURER'S
REPORT

Approve the Treasurer's Report from June 30, 2021 as presented.

DONATION

Approve the following Donation:

1. Donation of a 1999 Jeep Laredo from Dr. Charles Jones, with an estimated value of \$5,000. This donation will benefit the Automotive Technology program at CV-TEC.

SPECIAL AID
FUND PROJECT
CONTINUATIONS

Approve the following Special Aid Fund Project Continuations:

1. Strengthening Career and Technical Education for the 21st Century Act (PERKINS V) special aid fund be allowed to continue providing services for the period October 1 – December 31, 2021. Expenditures are not allowed to exceed \$26,838. (CV-TEC)

2. Employment Preparation Education Program (EPE) special aid fund be allowed to continue providing services for the period July 1 – September 30, 2021. Expenditures are not allowed to exceed \$84,871. (CV-TEC)

3. Workforce Innovation and Opportunity Act Title II & Welfare Education Program Adult Basic Education & Literacy Services (ABE) special aid fund be allowed to continue providing services for the period July 1 – September 30, 2021. Expenditures are not allowed to exceed \$8,714. (CV-TEC)

4. Workforce Innovation and Opportunity Act Title II & Welfare Education Program – Corrections special aid fund be allowed to continue providing services for the period July 1 – September 30, 2021. Expenditures are not to exceed \$56,943. (CV-TEC)

5. Workforce Innovation and Opportunity Act Title II & Welfare Education Program – Literacy Zone (One Work Source) special aid fund be allowed to continue providing services for the period July 1 – September 30, 2021. Expenditures are not to exceed \$19,349. (CV-TEC)

6. Workforce Innovation and Opportunity Act Title II & Welfare Education Program – Literacy Zone (JCEO) special aid fund be allowed to continue providing services for the period July 1 – September 30, 2021. Expenditures are not to exceed \$20,753. (CV-TEC)

SPECIAL AID
FUND PROJECTS

Approve the following Special Aid Fund Projects:

1. School Library System Basic Operating Aid in the amount of \$94,526.00, for the period of July 1, 2021 through June 30, 2022. (Co-Ser 947 ISC)
2. School Library System Supplemental Operating Aid in the amount of \$46,160.00, for the period of July 1, 2021 through June 30, 2022. (Co-Ser 956 ISC)
3. School Library Categorical Aid for Automation in the amount of \$9,453.00, for the period of July 1, 2021 through June 30, 2022. (Co-Ser 949 ISC)
4. Clinton County Testing Coordination (CTC) special aid fund project, in the amount of \$714,000.00, for the period of July 1, 2021 through July 31, 2022. This project is funded through Clinton County, New York. (Co-Ser 989 Management Services)

BUDGET
INCREASES

Approve the following Budget Increases:

1. Library Media Services budget from \$244,899 to \$289,899 for the 2021-2022 school year due to increased participation of district database purchases from AuSable Valley, Beekmantown, Boquet Valley, Chazy, Crown Point, Keene, Moriah, NCCS, NAC, Peru, Plattsburgh, Saranac, Ticonderoga and Willsboro. (Co-Ser 508 ISC)
2. Education budget from \$659,914 to \$677,014 for the 2020/2021 school year to accommodate for final year-end purchases in the CDL Program. (Co-Ser 103 CV-TEC)
3. Itinerant School Psychologist budget from \$83,139 to \$84,545 for the 2020/2021 school year to accommodate for final year-end costs allocated based on additional revenue. (Co-Ser 308 Special Education)
4. Increase the Hospital Based Education budget from \$71,484 to \$135,410 for the 2020/2021 school year to accommodate for additional staffing costs based on increased participation by districts, including component districts, non-component districts, and private state agencies. (Co-Ser 441 Special Education)
5. School Safety Risk Management budget from \$176,410 to \$189,310 for the 2020/2021 school year to accommodate for additional year-end costs associated with support of districts requests. (Co-Ser 608 ISC)

CROSS
CONTRACTS

Approve the following Cross Contracts:

1. 2020-21 Final- St. Lawrence-Lewis BOCES, \$65,706
-Web Page Software-Edlio/Blackboard (Beekmantown)

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

2. 2020-21 Final- Putnam/Northern Westchester BOCES, \$18,152

- Planning Services (Beekmantown)
- Recruiting (Moriah, Peru, Plattsburgh, Putnam, Ticonderoga)

3. 2020-21 Final - Erie 1 BOCES, \$5,750

- Policy Services (Boquet Valley and CVES)

4. 2020-21 Final - Washington-Saratoga-Warren-Hamilton-Essex BOCES, \$120,878.88

- Special Education-Visually Impaired Related Services (Schroon Lake)
- Odyssey of the Mind (Schroon Lake)
- Learning Technology (Beekmantown)
- Instructional Planning (Beekmantown)
- Data Analyst (CVES)
- Model Schools (Chazy)

CONTRACTOR/
CONSULTANT
AGREEMENT

Approve the following Contractor/Consultant Agreement:

1. Agreement between C-E-W-W BOCES and NFI Vermont for the purpose of obtaining Trauma-Transformed Schools Workshops and Cohorts at the WAF Campus in Plattsburgh NY during the 2021-22 school year. Full day workshops will bill at a rate of \$4,000 each, Leadership Cohorts will bill at a rate of \$600 each, and Catalyst Cohorts will bill at a rate of \$800 each. Workshop and cohort dates will be scheduled as needed upon the mutual agreement of the parties with the total annual expenditure under the contract not anticipated to exceed \$14,500. (Special Education)

MEMBERSHIP

Approve the following membership for the Assistant Superintendent for Educational Services for the 2021-22 school year:

1. Staff/Curriculum Development Network (S/CDN), \$575

OLD BUSINESS
COMMITTEE
REPORTS

The Board did not appoint an additional member to the Audit Committee at this time. Any Board member wishing to volunteer for this Committee are to notify the Board President and District Clerk prior to the October 13, 2021 meeting. No formal action was taken.

CONSENT
AGENDA
PERSONNEL

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

RESCIND

Rescind the following Temporary Appointment that was approved at the August 18, 2021 Board meeting:

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

AMENDMENT

Amend the following 52-week Civil Service Probationary Appointment that was approved at the August 18, 2021 Board meeting:

1. Shendara Emerson (*pending fingerprint clearance*), Teacher Aide/Student Aide, Effective ~~September 1, 2021~~ **September 9, 2021**, Tentative Permanent Date ~~September 1, 2022~~ **September 9, 2022**, Annual Base Salary of \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved), **Prorated Salary of 17,664.66.**

RESIGNATIONS
AGUILAR,
CALCARA-
BRACCIA,
BUSHEY,
MANCHESTER,
CHRISMAN,
FORTTRELL

Accept the following letter(s) of Resignation:

1. Henry Aguilar, Lifeguard, effective August 23, 2021
2. Ann Calcara-Braccia, Occupational Therapist, August 25, 2021
3. Nicholas Bushey, Custodial Worker, effective September 10, 2021
4. Meachele Manchester, Grants Procurement Supervisor, effective November 18, 2021
5. Suezanne Chrisman, Teacher Aide/Student Aide, effective August 25, 2021
6. Kristen Forttrell, Teaching Assistant, effective September 1, 2021

LEAVE OF
ABSENCE GILL

Accept the following leave(s) of absence:

1. Surinderpal Gill, Teacher Aide/Student Aide, unpaid leave, September 1, 2021 through November 30, 2021

CIVIL SERVICE
PROBATIONARY
APPOINTMENT
CHENEY

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

1. Kasey Cheney, Custodial Worker, Effective September 7, 2021, Annual Base Salary of \$31,741, Prorated Salary of \$26,003.20.

CIVIL SERVICE
PROVISIONAL
HOURLY
APPOINTMENT
LOZIER

Appoint the following person(s) to a Provisional Civil Service Hourly Appointment for the 2021-22 school year:

1. Randy Lozier, COVID-19 Testing Coordinator (Office Manager), \$48/hour

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

PERMANENT
APPOINTMENT
FORTIN,
PALKOVIC

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

1. Patricia Fortin, Teacher Aide/Student Aide, effective October 7, 2021
2. Matthew Palkovic, Network & Systems Technician, effective October 16, 2021

TEMPORARY
APPOINTMENTS
TALLMAN,
JOHNSON

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

1. Lisa Tallman, Graphic Design & Communications Teacher (uncertified), Effective September 1, 2021- June 30, 2022, Annual Base Salary of \$45,365.
2. Laura Johnson, Special Education Teacher, Effective September 1, 2021 – June 30, 2022, Annualized Salary of \$49,966.

PART-TIME
APPOINTMENTS

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

1. Nicole Pierce, Registered Nurse (40%), Effective September 1, 2021, Annual Base Salary of \$42,366, Prorated Salary of \$16,946.40.
2. 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>
Linda Facticeau	Allied Health Teacher 20%	\$45,365	\$9,073

ADDITIONAL
WORK

Approve the following Additional Work for the 2021-22 School Year:

Stipend Positions, compensation per collective bargaining agreement

Allison Bola	PBIS Coordinator
Brandy Rosselli	PBIS Coordinator
Christopher Huchro	Maple Sugaring Stipend
Jackie Dashnaw	Skills USA Co-advisor – TEC
Nicole Santaniello	Skills USA Co-advisor – TEC
Lisa Fisher	NTHS Advisor – TEC
Nicole Santaniello	NTHS Advisor – YD
Anika Criag	Animal Science Stipend
Jennifer Parker	Greenhouse Stipend
Jennifer Parker	Maple Sugaring Stipend
Joshua Pierce	Maple Sugaring Stipend
Maria Spadafora	Skills USA Co-advisor – YD
Nicole Santaniello	Skills USA Co-advisor – YD
Sheilah Boyea	Yearbook Advisor – WAF
Roxana Palmer	Yearbook Advisor – YD

2021 SUMMER
WORK

Approve the following 2021 Summer Work:

<u>Classroom Move/Setup, hourly rate of pay</u>	
Laura Johnson	not to exceed 12 hours
Savanna-Lin Boadway	not to exceed 12 hours
Diane Mock	not to exceed 12 hours
Christina Lashway	not to exceed 12 hours
Amanda Keefe	not to exceed 12 hours
Lisa Tallman	not to exceed 12 hours
Alyssa Restrepo	not to exceed 6 hours
Allison Bola	not to exceed 6 hours
Heather Shaw	not to exceed 6 hours
Sheilah Boyea	not to exceed 6 hours
Tina Leduc	not to exceed 6 hours
Latalya Duell	not to exceed 6 hours
Brittney Morse	not to exceed 6 hours
Sara Spring	not to exceed 6 hours
Todd Menia	not to exceed 6 hours
Jennifer Gero	not to exceed 6 hours

New CTE Teacher Orientation/Teaching to Lead Conference, hrly rate per contract
Lisa Tallman not to exceed 12 hours

SUBSTITUTES

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

<u>Name</u>	<u>Title</u>
Suzanne Chrisman	Teacher Aide/Student Aide
Ashley Wales	Teacher Aide/Student Aide
Stewart Jerdo	Custodial Worker (pending fingerprint clearance)
Diana Handly	Account Clerk/Typist
Richard Brogowski	Teacher
Rachel Boire	Teacher
Sadie Kaltenbach	Cook Manager

NEW EMPLOYEE
ORIENTATION
COMPENSATION

Approve the following list of employees to receive compensation for attending the CVES New Employee Orientation on August 23, 2021:

Hourly rate per contract
Anika Craig
Diane Mock
Jacob Rivers
Jenna Broeker
Kaila Inman
Lisa Tallman
Savanna-Lin Boadway

Kelly Gowett
Christina Lashway
Christopher Huchro
Fay Cheney

Hourly rate of pay
Cassandra Snow
Donna Caramia
Georgina Deyo
Jill Lobdell
Jocelyn Saliba
Jessica Lynn
Destiny Bolling
Shendara Emerson

ADOPT REVISED
POLICY

Ms. Wotton moved, seconded by Mr. Harriman Sr., that the Board adopt the following Revised Policy:

#5010 Anti-Discrimination Policy
All Board Members present voted yes—motion carried.

ADOPT NEW
POLICY

Mrs. LaRocque moved, seconded by Mr. Spilling, that the Board adopt the following New Policy:

#9013 Title IX Sexual Harassment
All Board Members present voted yes—motion carried.

REVISED POLICY
– FIRST READING

The following policy was provided to the Board for a First Reading:

Revised Policy – First Reading
#8127 Medicaid Compliance Policy

2020/21 DS
APPROVED CROSS
CONTRACT
BUDGET
INCREASES

Per the resolution adopted by the CVES Board the “District Superintendent is authorized to approve budget increases related to cross contracted service budgets.” This option is utilized when Board approval to increase a cross-contracted service budget could not be obtained before the end of the fiscal year due to unanticipated year-end purchases by our component districts from other BOCES. When the District Superintendent acts in this capacity, the authorization must be reported to the Board within 90 days.

1. Itinerant ESL Teacher – WSWHE BOCES budget in the amount of \$2730, for the 2020-2021 school year, to accommodate a cross contract with WSWHE BOCES and Schroon Lake CSD. (Co-Ser 334) ISC

2. Distance Learning – Albany BOCES budget was increased from \$148,433 to \$169,370, for the 2020-2021 school year, to accommodate for additional service

requests from Moriah. (Co-Ser 431) ISC

3. Model Schools – Albany BOCES budget was increased from \$200,000 to \$204,076, for the 2020-2021 school year, to accommodate for additional service requests. (Boquet Valley, Crown Point, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, and Willsboro). (Co-Ser 544) ISC

4. Smart Schools – Albany BOCES budget was increased from \$480 to \$501, for the 2020-2021 school year, to accommodate for additional costs associated with service with Northern Adirondack. (Co-Ser 567) Mgmt. Services

RESIGNATION
FISH

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., that the Board accept the following letter(s) of Resignation:

1. William Fish, Special Education Teacher, effective September 30, 2021. All Board Members present voted yes—motion carried.

LEAVE OF
ABSENCE
MERRITT

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., that the Board accept the following Leave(s) of Absence:

1. Julie Merritt, Teaching Assistant, unpaid leave, September 1, 2021 through June 30, 2022. All Board Members present voted yes—motion carried.

TEMPORARY
APPOINTMENT
NORTON,
STEVENS

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., that the Board approve the following person(s) to a Temporary Appointment for the 2021-22 school year:

1. Staci Norton, Teaching Assistant (uncertified), Effective September 9, 2021 - June 30, 2022, Annual Base Salary of \$25,307, Prorated Salary of \$24,800.84.

2. Brooke Stevens (pending fingerprint clearance), Social Worker, Effective September 9, 2021, Annual Base Salary of \$57,192, Prorated Salary of \$56,048.16.

All Board Members present voted yes—motion carried.

HOURLY
APPOINTMENTS

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., that the Board appoint the following person(s) to an hourly appointment for the 2021-22 school year:

1. Gail Lozier, COVID-19 Testing Personnel (Clinical Aide), \$30/hour
2. Josee Hansen, COVID-19 Testing Personnel (Clinical Aide), \$30/hour
3. Zetra Bruso, COVID-19 Testing Personnel (Clinical Aide), \$30/hour
4. Michelle Carter, COVID-19 Testing Personnel (Clinical Aide), \$30/hour
5. Nicole Jock, COVID-19 Testing Personnel (Clinical Aide), \$30/hour
6. Ashley Kalvitis, COVID-19 Testing Personnel (Clinical Aide), \$30/hour
7. Rhonda Bobbie, COVID-19 Testing Personnel (Clinical Aide), \$30/hour

8. Deidre Norton, COVID-19 Testing Personnel (Clinical Aide), \$30/hour
All Board Members present voted yes—motion carried.

ADULT
EDUCATION
COURSE
INSTRUCTOR

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., that the Board approve the following Adult Education Course Instructors for the 2021-22 school year:

Adult Education Health Careers, \$39/hour

Linda Facteau

All Board Members present voted yes—motion carried.

2021 SUMMER
WORK

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., that the Board approve the following 2021 Summer Work:

Classroom Move/Setup, hourly rate of pay

Greg Cassavaugh not to exceed 12 hours

All Board Members present voted yes—motion carried.

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

Mrs. LaRocque moved, seconded by Mr. Harriman Sr., that the Board establish the following Temporary-On-Call Rates for the 2021-2022 school year effective July 1, 2021.

<u>Title (TOC)</u>	<u>2020-21</u>	<u>Type</u>	<u>2021-22</u>	<u>Type</u>
--------------------	----------------	-------------	----------------	-------------

Cook Manager	N/A	Hourly	\$18	Hourly
--------------	-----	--------	------	--------

All Board Members present voted yes—motion carried.

RATIFY
EMPLOYMENT
AGREEMENT
BELL

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

1. Ratify the Employment Agreement by and between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Eric Bell, Assistant Superintendent of Management Services, effective July 1, 2021 through June 30, 2025. All Board Members present voted yes—motion carried.

STRATEGIC PLAN
UPDATE

Dr. Davey shared with the Board that he is looking forward to working with Sean Brady of Prism Decision Systems again. This will be Mr. Brady's last year working with CVES before he retires. CVES' Strategic Planning schedule is as follows: Wednesday, September 29, 2021 – DPT meeting; Thursday, September 30, 2021 – Special Education Division; Friday, October 1, 2021 – CV-TEC; and Tuesday, October 5, 2021 – ISC, Mgt Services, O & M, Central Admin – divided between two half-day sessions in the a.m. and p.m. In addition, the Board Retreat will take place on October 5, 2021, at the Orchard House in Peru.

OTHER

Dr. Davey informed the Board that NYS has reauthorized virtual Board meetings under the Open Meetings Law, now through January 15, 2022. Dr. Davey and the Board discussed moving back to a hybrid model of allowing both in-person and

virtual meeting participation. The CVES Board indicated they are in favor of resuming hybrid monthly Board meetings. The Board members and the public will be able to attend the monthly CVES Board meetings virtually. The meetings will be recorded and transcribed following the meeting.

Lastly, Dr. Davey congratulated Mrs. Michele Friedman, Director of Career and Technical Education (CTE), for a recent article in Strictly Business spotlighting her leadership in education in the North Country. Dr. Davey provided all in attendance with a copy of the article.

NEXT BOARD MEETING

The next Board meeting will be held on Wednesday, October 13, 2021, at the Satellite Campus Conference 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 Mr. Spilling to adjourn the meeting at 8:56 p.m. All Board Members present voted yes—motion carried.

Julie Jolicœur, Deputy Board Clerk

DRAFT

ENC. 4

MEMO

To: Meaghan Rabideau, BOCES Board Clerk
Clinton-Essex-Warren-Washington BOCES
From: Angela Jennette, Claims Auditor
Date: October 4, 2021
Re: Report for Board Agenda for October 13, 2021 Meeting

The following warrant claims were reviewed from September 1, 2021 to October 4, 2021:

<u>Warrant No. & Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #10 - 09/02/2021	*Check Nos: 235828-235883 *ACH Payments: ACH001820-ACH001846	\$ 6,163,083.73
W #11 - 09/10/2021	*Check Nos: 235884** 235912-236032 *ACH Payments: ACH001847-ACH002267	\$ 1,005,441.83
W #12 - 09/16/2021	*Check Nos: 236033-236083** *ACH Payments: ACH005568-ACH002275	\$ 493,077.09
W #13 - 09/23/2021	*Check Nos: 236085-236137** *ACH Payments: ACH002276-ACH002306	\$ 562,784.08
W #14 - 09/30/2021	*Check Nos: 236156-236200 *ACH Payments: ACH002307-ACH002327	\$ 1,731,596.71

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

IRS-EFTPS:

PR #5- Wire #941-083121- Warrant #10;

PR #6- Wire #941-091521- Warrant #12;

Health Ins. Monthly:

Wire #HINS-92021- Warrant #11;

NYS Promptax:

PR #5- Wire #NYS-083121- Warrant #11;

PR #6- Wire #NYS-091521- Warrant #13;

Omni Financial Group:

PR #6- Wire #OMN-091521- Warrant #12;

PR #7- Wire #OMN-093021- Warrant #14;

Wire #403B-ABIAS- Warrant #10 ;

NYS Office of Comptroller ERS Retirement & Loans: PR #4&5-Wire #ERS-AUG21-Warrant #10;
PR #6&7-Wire #ERS-SEPT21-Warrant #14 ;

Health Insurance Consortium Payments:

9/6/21 \$ 1,542,482.59

9/13/21 \$ 837,808.05

9/20/21 \$ 2,531,965.62

9/27/21 \$ 1,479,165.89

10/4/21 \$ 1,326,693.40

Worker Compensation Payments:

Ck No: 1064 \$ 7,799.67

Ck No: 1065 \$ 94.94

Health Insurance Payments:

Ck No: \$ 15,599.33

Ck No: \$ 189.87

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

Internal Claims Auditor
(Signature) 

CC: Eric Bell
Christine Myers

**CLINTON-ESSEX-WARREN-WASHINGTON BOCES
TREASURER'S REPORT - JULY 31, 2021**

	Cash Balance		Cash Receipts		Cash Disbursements		Cash Balance	
	June 30, 2021	July	July	Year To Date	July	Year To Date	July 31, 2021	July 31, 2021
I. CHECKING ACCOUNTS								
<u>TD Bank - Depository</u>								
General Fund	\$ 4,197,669.64	\$ 2,361,270.42	\$ 2,049,857.89	\$ 2,361,270.42	\$ 2,049,857.89	\$ 4,509,082.17	\$ 4,509,082.17	
Special Aid Fund	\$ (286,306.50)	\$ 292,149.77	\$ 335,739.74	\$ 292,149.77	\$ 335,739.74	\$ (329,896.47)	\$ (329,896.47)	
School Lunch Fund	\$ 32,240.33	\$ 70,073.00	\$ 7,668.95	\$ 70,073.00	\$ 7,668.95	\$ 94,644.38	\$ 94,644.38	
Capital Fund	\$ 13,040,171.39	\$ 1,756.51	\$ 871,491.12	\$ 1,756.51	\$ 871,491.12	\$ 12,170,436.78	\$ 12,170,436.78	
Special Revenue Fund (Excluding ExtraClassroom)	\$ 12,860.81	\$ 1,535.88	\$ -	\$ 1,535.88	\$ -	\$ 14,396.69	\$ 14,396.69	
<u>TD Bank - Operating</u>								
General Fund	\$ 253,198.59	\$ 3,223,997.18	\$ 3,196,794.11	\$ 3,223,997.18	\$ 3,196,794.11	\$ 260,401.66	\$ 260,401.66	
<u>SAVINGS ACCOUNTS</u>								
<u>NYCLASS</u>								
Capital Fund	\$ 655.30	\$ -	\$ 655.30	\$ -	\$ 655.30	\$ -	\$ -	
Special Revenue Fund	\$ 22,564.42	\$ 400.50	\$ 1,250.00	\$ 400.50	\$ 1,250.00	\$ 21,714.92	\$ 21,714.92	
TOTAL CASH ON HAND	\$ 17,253,053.98			\$ 5,951,183.26		\$ 6,463,457.11	\$ 16,740,780.13	

	July 31, 2021		Less: Outstanding		July 31, 2021	
	Bank Balance	Add: Deposits in Transit	Checks	Cash Balance	July 31, 2021	Cash Balance
II. RECONCILIATION TO BANK STATEMENTS						
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 438,254.70	\$ 100.00	\$ (177,953.04)	\$ 260,401.66		
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 4,524,878.42	\$ -	\$ -	\$ 4,524,878.42		
TD BANK - MUNICIPAL CHECKING - CAPITAL PROJECT DEPOSITORY	\$ 11,933,785.13	\$ -	\$ -	\$ 11,933,785.13		
NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT	\$ -	\$ -	\$ -	\$ -		
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 799.98	\$ -	\$ -	\$ 799.98		
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 700.80	\$ -	\$ -	\$ 700.80		
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 12,280.18	\$ -	\$ -	\$ 12,280.18		
NYCLASS - SAVINGS, DONALD W. COGSWELL SCHOLARSHIP	\$ 919.72	\$ -	\$ -	\$ 919.72		
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 2.10	\$ -	\$ -	\$ 2.10		
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 7,012.14	\$ -	\$ -	\$ 7,012.14		
TOTAL CASH ON HAND	\$ 16,740,780.13	\$ 5,951,183.26	\$ 6,463,457.11	\$ 16,740,780.13		

GENERAL FUND INTEREST RECEIVED 7/01/21 - 7/31/2021 \$ 774.87
 CAPITAL FUND INTEREST RECEIVED 7/01/21 - 7/31/2021 \$ 1,756.51

PREPARED BY:  DATED: 9/3/21

Christine Myers, District Treasurer

**CLINTON-ESSEX-WARREN-WASHINGTON BOCES
TREASURER'S REPORT - AUGUST 31, 2021**

I. CHECKING ACCOUNTS

	Cash Balance		Cash Receipts		Cash Disbursements		Cash Balance	
	July 31, 2021	August	August	August	August	August	August 31, 2021	August 31, 2021
<u>TD Bank - Depository</u>								
General Fund	\$ 4,509,082.17	\$ 1,276,912.46	\$ 1,836,776.72	\$ 3,949,217.91	\$ 3,886,634.61	\$ 3,949,217.91	\$ 3,949,217.91	
Special Aid Fund	\$ (329,896.47)	\$ 237,815.84	\$ 498,300.87	\$ (590,381.50)	\$ 834,040.61	\$ (590,381.50)	\$ (590,381.50)	
School Lunch Fund	\$ 94,644.38	\$ 2,288.39	\$ 17,619.63	\$ 79,323.14	\$ 25,288.58	\$ 79,323.14	\$ 79,323.14	
Capital Fund	\$ 12,170,436.78	\$ 864,449.33	\$ 1,581,260.12	\$ 11,453,625.99	\$ 2,452,751.24	\$ 11,453,625.99	\$ 11,453,625.99	
Special Revenue Fund (Excluding ExtraClassroom)	\$ 14,396.69	\$ 85.88	\$	\$ 14,482.57	\$	\$ 14,482.57	\$ 14,482.57	
<u>TD Bank - Operating</u>								
General Fund	\$ 260,401.66	\$ 3,072,792.00	\$ 3,054,751.78	\$ 278,441.88	\$ 6,251,545.89	\$ 278,441.88	\$ 278,441.88	
<u>SAVINGS ACCOUNTS</u>								
<u>NYCLASS</u>								
Capital Fund	\$ -	\$	\$	\$	\$ 655.30	\$	\$	
Special Revenue Fund	\$ 21,714.92	\$ 0.35	\$	\$ 21,715.27	\$ 1,250.00	\$ 21,715.27	\$ 21,715.27	
TOTAL CASH ON HAND	\$ 16,740,780.13			\$ 15,206,425.26	\$ 13,452,166.23	\$ 15,206,425.26	\$ 15,206,425.26	

II. RECONCILIATION TO BANK STATEMENTS

	August 31, 2021 Bank Balance	Add: Deposits in Transit	Less: Outstanding Checks	August 31, 2021 Cash Balance
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 456,927.59	\$ -	\$ (178,465.71)	\$ 278,441.88
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 4,553,743.10	\$ -	\$ -	\$ 4,553,743.10
TD BANK - MUNICIPAL CHECKING - CAPITAL PROJECT DEPOSITORY	\$ 10,352,525.01	\$ -	\$ -	\$ 10,352,525.01
NYCLASS - SAVINGS; BOCES-WIDE CAPITAL PROJECT	\$ -	\$ -	\$ -	\$ -
NYCLASS - SAVINGS; KEITH BROADWELL SCHOLARSHIP	\$ 799.98	\$ -	\$ -	\$ 799.98
NYCLASS - SAVINGS; JONELLE MARIE BUCK SCHOLARSHIP	\$ 700.80	\$ -	\$ -	\$ 700.80
NYCLASS - SAVINGS; DONALD W. COGSWELL SCHOLARSHIP	\$ 12,280.49	\$ -	\$ -	\$ 12,280.49
NYCLASS - SAVINGS; SPELLING BEE SCHOLARSHIP	\$ 919.72	\$ -	\$ -	\$ 919.72
NYCLASS - SAVINGS; CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 2.10	\$ -	\$ -	\$ 2.10
	\$ 7,012.18	\$ -	\$ -	\$ 7,012.18
TOTAL CASH ON HAND	\$ 15,206,425.26	\$ 11,405,537.51	\$ 13,452,166.23	\$ 15,206,425.26

GENERAL FUND INTEREST RECEIVED 7/01/21 - 8/31/2021 \$ 1,526.98
 CAPITAL FUND INTEREST RECEIVED 7/01/21 - 8/31/2021 \$ 3,496.39

PREPARED BY:


 Christine Myers, District Treasurer

DATED:

9/22/21


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

FOR THE PERIOD 06/01/2021 TO 06/30/2021

TITLE OF ACCOUNT	BAL. ON HAND BEG. OF YEAR	BAL. ON HAND BEG. OF MONTH	RECEIPTS FOR MONTH	TOTAL FOR MONTH	TOTAL EXPEND. FOR MONTH	BALANCE ON HAND
SKILLS USA - PLATTSBURGH	7,572.14	7,519.61	0.00	7,519.61	0.00	7,519.61
SKILLS USA - MINEVILLE	1,870.43	1,469.45	0.00	1,469.45	0.00	1,469.45
NO. COUNTRY LOGGERS	616.98	1,253.61	0.00	1,253.61	914.24	339.37
REFLECTIONS	503.14	503.14	0.00	503.14	0.00	503.14
LPN CLASS	688.80	2,760.32	155.00	2,915.32	2,261.85	653.47
RAZOR'S EDGE	1,179.97	1,179.97	0.00	1,179.97	0.00	1,179.97
SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	12,431.46	14,686.10	155.00	14,841.10	3,176.09	11,665.01

6/30/2021 Bank Balance \$ 12,315.01
 Add: Deposits in Transit \$ -
 Less: Outstanding Checks \$ (650.00)
 6/30/2021 Balance on Hand \$ 11,665.01

6/30/2021 Bank Balance
 Add: Deposits in Transit
 Less: Outstanding Checks
 6/30/2021 Balance on Hand


 COLBY SISKAVICH, EXTRACLASSROOM TREASURER
 7/19/21
 DATE

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

FOR THE PERIOD 07/01/2021 TO 07/31/2021

TITLE OF ACCOUNT	BAL. ON HAND BEG. OF YEAR	BAL. ON HAND BEG. OF MONTH	RECEIPTS FOR MONTH	TOTAL FOR MONTH	TOTAL EXPEND. FOR MONTH	BALANCE ON HAND
SKILLS USA - PLATTSBURGH	7,519.61	7,519.61	0.00	7,519.61	0.00	7,519.61
SKILLS USA - MINEVILLE	1,469.45	1,469.45	0.00	1,469.45	0.00	1,469.45
NO. COUNTRY LOGGERS	339.37	339.37	0.00	339.37	0.00	339.37
REFLECTIONS	503.14	503.14	0.00	503.14	0.00	503.14
LPN CLASS	653.47	653.47	0.00	653.47	0.00	653.47
RAZOR'S EDGE	1,179.97	1,179.97	0.00	1,179.97	0.00	1,179.97
SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	11,665.01	11,665.01	0.00	11,665.01	0.00	11,665.01


 COLBY SISKAVICH, EXTRACLASSROOM TREASURER
 8/30/21
 DATE

7/31/2021 Bank Balance \$ 11,665.01
 Add: Deposits in Transit \$ -
 Less: Outstanding Checks \$ -
 7/31/2021 Balance on Hand \$ 11,665.01

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

FOR THE PERIOD 08/01/2021 TO 08/31/2021

TITLE OF ACCOUNT	BAL. ON HAND BEG. OF YEAR	BAL. ON HAND BEG. OF MONTH	RECEIPTS FOR MONTH	TOTAL FOR MONTH	TOTAL EXPEND. FOR MONTH	BALANCE ON HAND
SKILLS USA - PLATTSBURGH	7,519.61	7,519.61	0.00	7,519.61	0.00	7,519.61
SKILLS USA - MINEVILLE	1,469.45	1,469.45	0.00	1,469.45	0.00	1,469.45
NO. COUNTRY LOGGERS	339.37	339.37	0.00	339.37	0.00	339.37
REFLECTIONS	503.14	503.14	0.00	503.14	0.00	503.14
LPN CLASS	653.47	653.47	0.00	653.47	0.00	653.47
RAZOR'S EDGE	1,179.97	1,179.97	0.00	1,179.97	0.00	1,179.97
SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	11,665.01	11,665.01	0.00	11,665.01	0.00	11,665.01

8/31/2021 Bank Balance \$ 11,665.01
 Add: Deposits in Transit \$ -
 Less: Outstanding Checks \$ 11,665.01


 COLBY SISWOVICH, EXTRACLASSROOM TREASURER
 9/15/21
 DATE

ENC. 7

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

1. Employment Preparation Education Program (EPE) special aid fund be allowed to continue providing services for the period October 1 – December 31, 2021. Expenditures are not allowed to exceed \$124,497. (CV-TEC)
2. Workforce Innovation and Opportunity Act Title II & Welfare Education Program Adult Basic Education & Literacy Services (ABE) special aid fund be allowed to continue providing services for the period October 1 – December 31, 2021. Expenditures are not allowed to exceed \$37,266. (CV-TEC)
3. Workforce Innovation and Opportunity Act Title II & Welfare Education Program – Corrections special aid fund be allowed to continue providing services for the period October 1 – December 31, 2021. Expenditures are not to exceed \$70,345. (CV-TEC)
4. Workforce Innovation and Opportunity Act Title II & Welfare Education Program – Literacy Zone (One Work Source) special aid fund be allowed to continue providing services for the period October 1 – December 31, 2021. Expenditures are not to exceed \$21,876. (CV-TEC)
5. Workforce Innovation and Opportunity Act Title II & Welfare Education Program – Literacy Zone (JCEO) special aid fund be allowed to continue providing services for the period October 1 – December 31, 2021. Expenditures are not to exceed \$22,982. (CV-TEC)

ENC. 8

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

1. Supplemental Nutrition Assistance Program (SNAP) Employment & Training Venture V special aid fund project in the amount of \$400,000 for the period October 1, 2021 through September 30, 2022 (pending fully executed contract with NYS). (CV-TEC)

ENC. 9

Recommend that the Board approve the following Budget Increases:

1. Career and Technical Education – Job Target/Pre-CTE Program budget from \$466,060 to \$819,621 due to increased participation in Job Target/Pre-CTE classes for the 2021-2022 school year. (CoSer 115/116 – CV-TEC)
2. Yandon-Dillon Summer School budget from \$6,538 to \$8,450 for the 2021-2022 school year to accommodate the increase in meals being served. (CoSer 791 – School Lunch Fund)
3. Core Rehabilitation Services special aid fund project budget from \$542,954 to \$603,915 for the period of January 1, 2021 through December 31, 2021, due to additional funding in the amount of \$60,961. (Co-Ser 927 Special Education)



Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 10/4/2021

Special Aid Project Name: Employment Preparation Education (EPE)

Special Aid Project Coder #: 950

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

Anticipated Award Amount: 569,176

Period Requesting Continuation (90 Days Max)

From: 10/1/2021 To: 12/31/2021

Approvals Received:

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	251,509	22,510	41,280
16x (support salaries)	32,347	3,728	7,945
200 (equipment)			
3xx (supplies)	43,117		20,000
305 (supplies greater than \$500.00)			
4xx (contractual)	58,000	400	14,300
46x (travel)	20,250		3,000
490 (BOCES/School Districts)	16,610		
8xx (Fringe Benefits)	139,473	9,290	37,972
95x (O & M)			
9xx (Indirect Costs)	7,870		
Total	569,176	35,963	124,497

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

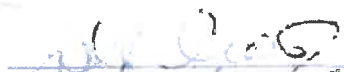


Description of Anticipated Expenses

15X (Certified Salaries)	This grant includes three (3) months salary for: .11 FTE Administrator, .88 FTE Adult Edu Teacher, .88 FTE Adult Edu Teacher, 1 FTE Adult Edu Teacher, .6 FTE Adult Edu Teacher, .5 FTE Adult Edu Teacher
16X (Support Salaries)	This grant includes three (3) months salary for: .1 FTE Accountant, .8 FTE Account Clerk
200 (Equipment)	
3XX (Supplies)	Adult Education Books
305 (Supplies greater than \$500)	
4XX (Contractual)	This grant includes three (3) months rent and phone service, print and advertising, bus tokens for students
46X (travel)	Travel between sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	90 Days of Fringe to continue project: TRS 5,134; ERS 4,926; FICA 6,359; COMP 166; UI 64, Health 21,324

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

Project Coordinator Signature:  Date 10/4/2021 Print Form

Approval Signatures:

Division Supervisor: <u></u>	Date: <u>10/4/2021</u>
Division Director: <u></u>	Date: <u>10/5/21</u>
Project Accountant: <u></u>	Date: <u>10/6/21</u>
Asst. Supt of Mgmt Svcs: _____	Date: _____
District Superintendent: _____	Date: _____

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date: 10/4/2021

Special Aid Project Name: WIOA II Adult Basic Education and Literacy Services

Special Aid Project Coder #: 952

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

Anticipated Award Amount: 60,182

Period Requesting Continuation (90 Days Max)

From: 10/1/2021 To: 12/31/2021

Approvals Received:

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	36,251	5,805	27,864
16x (support salaries)	2,846	77	438
200 (equipment)			
3xx (supplies)			
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)			
490 (BOCES/School Districts)	2,001		1,000
8xx (Fringe Benefits)	18,224	3,550	7,964
95x (O & M)			
9xx (Indirect Costs)	860		
Total	60,182	9,432	37,266

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




Description of Anticipated Expenses

15X (Certified Salaries)	This grant includes three (3) months salary for: .05 FTE Administrator,
16X (Support Salaries)	This grant includes three (3) months salary for: .05 FTE Account Clerk
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	
490 (BOCES/ School Districts)	It Services and Printing Math Packets
8XX (Fringe Benefits)	This grant includes three (3) month fringe for all salaries: TCH 2,786, ERS 68, Comp 241, UI 57, Health 2,406

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

Project Coordinator Signature:  Date 10/14/2021 Print Form

Approval Signatures:

Division Supervisor: <u></u>	Date: <u>10/14/2021</u>
Division Director: <u></u>	Date: <u>10/5/2021</u>
Project Accountant: <u></u>	Date: <u>10/6/2021</u>
Asst. Supt of Mgmt Svcs: _____	Date: _____
District Superintendent: _____	Date: _____

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 10/4/2021

Special Aid Project Name: WIOA Title II Corrections

Special Aid Project Coor #: 095

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

Anticipated Award Amount: 405,147

Period Requesting Continuation (90 Days Max)

From: 10/1/2021 To: 12/31/2021

Approvals Received:

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

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	218,448	26,397	38,462
16x (support salaries)	52,475	10,158	12,489
200 (equipment)			
3xx (supplies)	9,848		3,000
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	8,000	291	3,000
490 (BOCES/School Districts)	4,000		
8xx (Fringe Benefits)	106,448	12,348	16,394
95x (O & M)			
9xx (Indirect Costs)	5,928		
Total	405,147	49,194	73,345

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



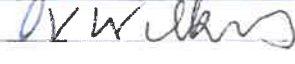
Description of Anticipated Expenses

15X (Certified Salaries)	This grant includes three (3) months salary: .2 FTE Administrator, 1 FTE Adult Edu Teacher, 1 FTE Coordinator of Community Outreach
16X (Support Salaries)	This grant includes three (3) months salary: .05 FTE Account Clerk, 1 FTE Senior Case Worker
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	OSHA 10-Hour Certificates
4XX (Contractual)	
46X (travel)	Training and travel to work sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	This grant includes three (3) months fringe for all salaries: TCHR 3,944, EMP 68, FICA 3,051, Comp 339, UI 80, Health 8,912

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

Project Coordinator Signature:  Date: 10/4/20 Print Form

Approval Signatures:

Division Supervisor: <u></u>	Date: <u>10/4/20</u>
Division Director: <u></u>	Date: <u>10/5/2021</u>
Project Accountant: <u></u>	Date: <u>10/6/2021</u>
Asst. Supt of Mgmt Svcs: _____	Date: _____
District Superintendent: _____	Date: _____

Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 10/4/2021

Special Aid Project Name: WIOA Title II Literacy Zone (JCBO)

Special Aid Project Coder #: 996

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

Anticipated Award Amount: 125,000

Period Requesting Continuation (90 Days Max)

From: 10/1/2021 To: 12/31/2021

Approvals Received:

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

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	74,467	6,363	12,894
16x (support salaries)	2,846	77	437
200 (equipment)			
3xx (supplies)			
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	2,643		1,100
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	43,197	8,415	7,445
95x (O & M)			
9xx (Indirect Costs)	1,847		
Total	125,000	14,855	21,876

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


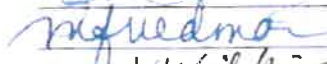
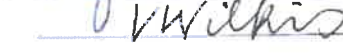
Description of Anticipated Expenses

15X (Certified Salaries)	This grant includes three (3) months salary: .06 FTE Administrator, .4 FTE Adult Edu Teacher, .5 Adult Edu Teacher
16X (Support Salaries)	This grant includes three (3) months salary: .05 Account Clerk
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	Training and travel to and from work sites
490 (BOCES/ School Districts)	
EXX (Fringe Benefits)	This grant includes three (3) months fringe for all salaries: TCHR 1,289; EMP 68; FICA 1,020; COMP 113; LI 27; Health 4,928

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

Project Coordinator Signature:  Date 10/4/2021 Print Form

Approval Signatures:

Division Supervisor: <u></u>	Date: <u>10/4/2021</u>
Division Director: <u></u>	Date: <u>10/5/2021</u>
Project Accountant: <u></u>	Date: <u>10/6/2021</u>
Asst. Supt of Mgmt Svcs: _____	Date: _____
District Superintendent: _____	Date: _____



Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 10/4/2021

Special Aid Project Name: WIOA Title II Literacy Zone

Special Aid Project Code #: 997

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

Anticipated Award Amount: 125,000

Period Requesting Continuation (90 Days Max)

From: 10/1/2021 To: 12/31/2021

Approvals Received:

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	74,213	4,830	12,894
16x (support salaries)	2,846	77	437
200 (equipment)			
3xx (supplies)			
305 (supplies greater than \$500.00)			
4xx (contractual)	48		48
46x (travel)	3,009		2,500
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	43,037	8,294	7,103
95x (O & M)			
9xx (Indirect Costs)	1,847		
Total	125,000	13,200	22,982

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



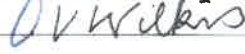
Description of Anticipated Expenses

15X (Certified Salaries)	This grant includes three (3) months salary: .06 FTE Administrator, .4 FTE Adult Edu Teacher, .5 FTE Adult Edu Teacher
16X (Support Salaries)	This grant includes three (3) months salary: .05 Account Clerk
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	HRA per employee contract
46X (travel)	Trainings and travel to and from work sites
490 (BOCES/ School Districts)	
800X (Fringe Benefits)	This grant includes three (3) months fringes for all salaries: TCHR 1,289; EMP 68; FICA 1,020; COMP 113; UI 27; Health 4,586

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

Project Coordinator Signature:  Date: 10/4/2021 Print Form

Approval Signatures:

Division Supervisor:	<u></u>	Date:	<u>10/4/2021</u>
Division Director:	<u></u>	Date:	<u>10/5/21</u>
Project Accountant:	<u></u>	Date:	<u>10/6/2021</u>
Asst. Supt of Mgmt Svcs:	_____	Date:	_____
District Superintendent:	_____	Date:	_____

ENC. 10

Recommend the Board approve the following Cross Contracts:

1. 2021-22 Initial - Franklin-Essex-Hamilton BOCES, \$497,223

-SSFC Participation (Boquet Valley)

-Shared Business Office (Boquet Valley, Northeastern Clinton, Putnam)

-Substitute Coordination (Beekmantown, Boquet Valley, and Schroon Lake)

-Insurance ACA Consulting (AuSable Valley, Beekmantown, Boquet Valley, Chazy, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Schroon Lake)

2. 2020-2021 Final- Jefferson-Lewis BOCES, \$22,330.50

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

ENC. 11

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

Agreement between Clinton-Essex-Warren-Washington BOCES and Educational Vistas, Inc. for the purpose of obtaining Vendor Scoring services for grades 3-8 ELA and Mathematic Assessments; grades K-12 NYS English as a Second Language Assessment Tests (NYSESLAT); grades 4 and 8 NYS Science Assessments; and Regents Exams as requested. Service dates and terms are specified as per the agreement with a completion date occurring no later than June 30, 2022. The total amount payable for all services will not exceed \$200,000. (ISC) (attached)

ENC. 12

Recommend that the Board approve the following Snow Removal and Sanding Services Agreement Renewal:

Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and Scalzo Construction to provide snow removal and sanding services at the Mineville Campus for the period of November 1, 2021, through April 30, 2022 at a current estimated cost of \$13,000. (Management Services) (attached)

ENC. 13

Recommend that the Board approve the following Professional Services Agreements:

Agreements between Clinton-Essex-Warren-Washington BOCES (BOCES) and Margaret Courson for the purpose of obtaining remote and in-person instruction and associated support from Ms. Courson for CV-TEC's New Visions Applied Engineering Program, for MAT 204 Pre-Calculus and MAT 224 Calculus courses. Educational services will take place during the September 1, 2021 through June 30, 2022 school year at the rate of \$1,000 per instructional credit hour. The total amount payable to Margaret Courson for all services is \$8,000. (CV-TEC) (attached)

ENC. 11

CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and Educational Vistas, Inc., with an office and place of business at 2200 Maxon Road Ext., NY hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Vendor Scoring for grades 3-8 ELA and mathematics assessments, grades K-12 New York State English as a Second Language Assessment Test (NYSESLAT) and grades 4 and 8 NYS Science assessments as referenced in Schedule A-3 to 8 scoring. January, possibly June, and August 2022 Regents Exams including (Physical Setting (PS)/Earth Science, PS/Chemistry, PS/Physics, Living Environment, English Language Arts, Algebra I, Algebra II, Geometry, US History and Government (New Framework), and Global History & Geography II (New Framework) as described in Schedule A-Regents Exams. The total cost will be no more than \$200,000 all-inclusive of travel and other related expenses as per detail costs on Schedule B.

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

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

1. **RETAINER:** Educational Vistas Inc. is hereby retained by BOCES as an independent contractor. The AGREEMENT will commence on the date listed above and terminate upon submission by Educational Vistas, Inc., of a final product satisfactory to BOCES, or upon the failure of Educational Vistas Inc. to meet the terms and conditions of this Agreement or upon a finding of violation of applicable laws, rules or regulations by Educational Vistas, Inc. whichever shall first occur.
2. Educational Vistas Inc. shall perform the SERVICES described in Schedule A, all such SERVICES being the responsibility of Educational Vistas Inc. and those in Educational Vistas Inc. employ.
3. Educational Vistas Inc. is free to devote his 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. Educational Vistas Inc. represents and warrants that neither Educational Vistas Inc. nor any of Educational Vistas Inc. employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Educational Vistas Inc. agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references.
6. Educational Vistas Inc. shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.

7. INSURANCE: Educational Vistas Inc. agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Schedule A, prior to commencement of SERVICES. Educational Vistas Inc. acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.
8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Educational Vistas Inc., fee shall be all inclusive, and shall be limited to no more than \$200,000 paid as follows: BOCES will render payment within 30 days after receipt of Educational Vistas Inc. invoice at the conclusion of services and in consideration of receipt of services for each content area and a final product for that content area which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by Educational Vistas Inc., to the project.
9. INDEPENDENT CONTRACTOR: Educational Vistas Inc. is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. PUBLIC RETIREES: Educational Vistas Inc., agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. RESPONSIBILITY FOR TAXES: BOCES will provide Educational Vistas Inc., with Internal Revenue Service Form 1099. Educational Vistas Inc., is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to Educational Vistas Inc. or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by Educational Vistas Inc. of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Educational Vistas Inc., to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules, or regulations by Educational Vistas Inc.

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: _____

Educational Vistas Inc.

By: _____

Scott B. Crowder
Chief Executive Officer

Date: _____

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

By: _____

Mr. Michael St. Pierre
CVES Board President

Schedule A-3 to 8 Scoring

Vendor scoring process for grades 3-8 ELA and math assessments:

Paper-Based Assessment Scoring:

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items. EVI will

- Do preliminary assessment check-in and verification process
- Do preliminary training for each subject based on NYS-provided scoring materials
- Have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- Do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- Have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- Have Full-time supervision by EVI NYS Scoring Director
- Have daily recalibration sessions related to scoring
- Have leader-performed read-behinds
- Maintain strict confidentiality agreement between EVI and scorers

Computer-Based Assessment Scoring:

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items through the Questar Score Point software program. EVI will

- Evaluate and select protocol for CBT leaders and scorers to ensure adequate skill and familiarity with both material and process
- Do preliminary leader and scorer computer training
- Have preliminary assessment check-in and verification process
- Have preliminary training for each subject based on NYS-provided scoring materials
- Have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- Do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- Have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- Have Full-time supervision by EVI NYS Scoring Director
- Have daily recalibration sessions related to scoring
- Have leader-performed read-behinds
- Run a “zero” report to ensure scoring of all responses
- Maintain strict confidentiality agreement between EVI and scorers

EVI will pick up paper-based grades 3-8 ELA assessments and answer sheets twice; the dates below are pending based on a final release of the 2021-2022 NYSED Grades 3-8 Testing Schedule and may possibly be renegotiated. The first pick up of exams and answer sheets will be on Monday, April 4, 2022 between 2:00 pm and 4:00 pm. The second pick up of exams and answer sheets will be on Friday, April 8, 2022 between 2:00 pm and 4:00 pm. The exams and answer sheets will be picked up at the Instructional Services Center, 518 Rugar Street, Plattsburgh, NY on both days. There will be no additional charges for the pick-up of these exams and answer sheets. The exam booklets will be returned to the Instructional Services Center, 518 Rugar Street, Plattsburgh, NY on Monday, May 9, 2022 between 2:00pm and 4:00 pm. There will be no additional charges for the return of these exams to the Instructional Services Center. Ed Vistas will deliver scored ELA answer sheets to Northeastern Regional Information Center (NERIC) in Albany, NY by Wednesday, May 13, 2022.

EVI will pick up paper-based grades 3-8 Math assessments and answer sheets twice; the dates below are pending based in a final release of the 2021-2022 NYSED Grades 3-8 Testing Schedule and may possibly be renegotiated. The first pick up of exams and answer sheets will be on Monday, May 2, 2022 between 2:00 pm and 4:00 pm. The second pick up of exams and answer sheets will be on Monday, May 9, 2022 between 2:00 pm and 4:00 pm. The exams and answer sheets will be picked up at the Instructional Services Center, 518 Rugar Street, Plattsburgh NY on both days. There will be no additional charges for the pick-up of these exams and answer sheets. The exam booklets will be returned to the Instructional Services Center, 518 Rugar Street, Plattsburgh NY on Tuesday, May 24, 2022 between 2:00 pm and 4:00 pm. There will be no additional charges for the return of these exam booklets to the Instructional Services Center. Ed Vistas will deliver scored mathematics answer sheets to NERIC in Albany, NY by Thursday, May 12, 2022.

Services provided by EVI as it relates to pick-up and delivery include:

- Having staff available 24/7 during pick-up/delivery process to ensure that any challenges are identified and solved immediately
- Using software that tracks designated district contact person information, district locations, times/dates, and courier assignments
- Ensuring vehicles arrive at the Instructional Services Center at specified dates and times for pick-up/delivery of exams.
- Ensuring materials received from CVES are signed and accounted for upon receipt of pick-up/delivery.
- Ensure records of test locations and security protocols are maintained and available
- Return all answer sheets packages in separate, designated envelopes by district and grade level.
- Providing directions for packaging assessments to be picked-up
- Communicating that Opt-Out answer sheets need to be separated at the district from the assessments and answer sheets prior to sending to vendor scoring
- Ensuring that districts review and confirm that student rosters are current and accurate
- Ensuring that constructed response scores on the bubble sheets are clear, dark, and complete
- Ensuring that all SED requirements for test security and confidentiality are met
- Ensuring no student data will be collected, stored, or shared by any EVI staff

Vendor scoring process for grades 4-8 science assessments:

Paper-Based Assessment Scoring:

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items. EVI will

- Do preliminary assessment check-in and verification process
- Do preliminary training for each subject based on NYS-provided scoring materials
- Have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- Do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- Have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- Have Full-time supervision by EVI NYS Scoring Director
- Have daily recalibration sessions related to scoring
- Have leader-performed read-behinds
- Maintain strict confidentiality agreement between EVI and scorers

EVI will pick up paper-based grades 4 and 8 science assessments and answer sheets once; the dates below are pending based on a final release of the 2021-2022 NYSED Grades 3-8 Testing Schedule and may possibly be renegotiated. EVI will pick up paper-based grades 4 and 8 science assessments and answer sheets on Friday, June 10, 2022 between 2:00 pm and 4:00 pm. The exams and answer sheets will be picked up at the Instructional Services Center, 518 Rugar Street, Plattsburgh, NY. For any make up exams in grades 4 and 8 Science school districts will send the exams directly to Ed Vistas for scoring. There will be no additional charges for the pick-up of these exams and answer sheets. The exam booklets will be returned to the Instructional Services Center, 518 Rugar Street, Plattsburgh NY on Friday, June 24, 2022 between 12:00 pm and 2:00 pm. There will be no additional charges for the return of these exams to the Instructional Services Center. Ed Vistas will deliver the grades 4 and 8 Science answer sheets directly to NERIC by Thursday, June 16, 2022.

Services provided by EVI as it relates to pick-up and delivery include:

- Having staff available 24/7 during pick-up/delivery process to ensure that any challenges are identified and solved immediately
- Using software that tracks designated district contact person information, district locations, times/dates, and courier assignments
- Ensuring vehicles arrive at the Instructional Services Center at specified dates and times for pick-up/delivery of exams.
- Ensuring materials received from CVES are signed and accounted for upon receipt of pick-up/delivery.
- Ensure records of test locations and security protocols are maintained and available
- Return all answer sheets packages in separate, designated envelopes by district and grade level.
- Providing directions for packaging assessments to be picked-up
- Communicating that Opt-Out answer sheets need to be separated at the district from the assessments and answer sheets prior to sending to vendor scoring
- Ensuring that districts review and confirm that student rosters are current and accurate
- Ensuring that constructed response scores on the bubble sheets are clear, dark, and complete

- Ensuring that all SED requirements for test security and confidentiality are met
- Ensuring no student data will be collected, stored, or shared by any EVI staff

Vendor scoring process for grades K-12 NYSESLAT assessments:

Paper-Based Assessment Scoring:

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items. EVI will

- Do preliminary assessment check-in and verification process
- Do preliminary training for each subject based on NYS-provided scoring materials
- Have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- Do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- Have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- Have Full-time supervision by EVI NYS Scoring Director
- Have daily recalibration sessions related to scoring
- Have leader-performed read-behinds
- Maintain strict confidentiality agreement between EVI and scorers

EVI will pick up paper-based grades NYSESLAT assessments and answer sheets once; the dates below are pending based on a final release of the 2021-2022 NYSED Grades 3-8 Testing Schedule and may possibly be renegotiated. EVI will pick up paper-based grades K-12 NYSESLAT assessments and answer sheets on Tuesday, May 24, 2022 between 2:00 pm and 4:00 pm. The exams and answer sheets will be picked up at the Instructional Services Center, 518 Rugar Street, Plattsburgh NY. For any make up NYSESLAT exams in grades K-12, school districts will send the exams directly to Ed Vistas for scoring. There will be no additional charges for the pick-up of these exams and answer sheets. The exam booklets will be returned to the Instructional Services Center, 518 Rugar Street, Plattsburgh NY on Friday, June 10, 2022 between 2:00 pm and 4:00 pm. There will be no additional charges for the return of these exams to the Instructional Services Center. Ed Vistas will deliver the grades K-12 NYSESLAT answer sheets directly to NERIC by Monday, June 6, 2022.

Services provided by EVI as it relates to pick-up and delivery include:

- Having staff available 24/7 during pick-up/delivery process to ensure that any challenges are identified and solved immediately
- Using software that tracks designated district contact person information, district locations, times/dates, and courier assignments
- Ensuring vehicles arrive at the Instructional Services Center at specified dates and times for pick-up/delivery of exams.
- Ensuring materials received from CVES are signed and accounted for upon receipt of pick-up/delivery.
- Ensure records of test locations and security protocols are maintained and available
- Return all answer sheets packages in separate, designated envelopes by district and grade level.

- Providing directions for packaging assessments to be picked-up
- Communicating that Opt-Out answer sheets need to be separated at the district from the assessments and answer sheets prior to sending to vendor scoring
- Ensuring that districts review and confirm that student rosters are current and accurate
- Ensuring that constructed response scores on the bubble sheets are clear, dark, and complete
- Ensuring that all SED requirements for test security and confidentiality are met
- Ensuring no student data will be collected, stored, or shared by any EVI staff

Schedule A-Regents Exams

Vendor scoring process of Regents Exams:

Paper-Based Assessment Scoring:

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items. EVI will:

- Do preliminary assessment check-in and verification process
- Do preliminary training for each subject based on NYS-provided scoring materials
- Have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- Do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- Have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- Have Full-time supervision by EVI NYS Scoring Director
- Have daily recalibration session related to scoring
- Have leader-performed read-behinds
- Maintain strict confidentiality agreement between EVI and scorers

EVI will pick up paper-based Regents Exams (Physical Setting (PS) Earth Science, PS Chemistry, PS Physics, Living Environment, English Language Arts, Algebra I, Algebra II, Geometry, US History and Government (New Framework), and Global History & Geography II (New Framework) and answer sheets within two days of the administration of each subject between 12:00 pm and 2:00 pm; specific dates and times to be negotiated for each administration. The exams and answer sheets will be picked up at the Instructional Services Center, 518 Rugar Street, Plattsburgh, NY. There will be no additional charges for the pick-up of these exams and answer sheets. The exams and answer sheets will be returned to the Instructional Services Center, 518 Rugar Street, Plattsburgh NY on/or within 5 days of the final submission of answer sheets to the scanning center. There will be no additional charges for the return of these exams and answer sheets to the Instructional Services Center.

Services provided by EVI as it relates to pick-up and delivery include:

- Having staff available 24/7 during pick-up/delivery process to ensure that any challenges are identified and solved immediately
- Using software that tracks designated district contact person information, district locations, times/dates, and courier assignments.
- Ensuring vehicles arrive at the Instructional Services Center at specified dates and times for pick-up/delivery of exams

- Ensuring materials received from CVES are signed and accounted for upon receipt of pick-up delivery
- Ensure records of test locations and security protocols are maintained and available
- Return all answer sheet packages in separate, designated envelopes by district and grade level.
- Providing directions for packaging assessments to be picked-up
- Ensuring that districts review and confirm that student rosters are current and accurate
- Ensuring that constructed responses scores on the bubble sheets are clear, dark, and complete
- Ensuring that all SED requirements for test security and confidentiality are met
- Ensuring no student data will be collected, stored, or shared by any EVI staff

Champlain Valley Educational Services

Pricing for NYS Assessment Scoring

NYS Assessment Scoring	2021-22SY
PBT Grades 3-5 ELA	\$10.50
PBT Grades 6-8 ELA	\$11.00
CBT Grades 3-5 ELA	\$9.50
CBT Grades 6-8 ELA	\$10.00
PBT Grades 3-5 Math	\$9.50
PBT Grades 6-8 Math	\$10.00
CBT Grades 3-5 Math	\$8.50
CBT Grades 6-8 Math	\$9.00
Grade 4 Science	\$11.00
Grade 8 Science	\$13.00
NYSESLAT	\$10.00
United States History & Government	\$16.00
Global History & Geography II (New Framework)	\$16.50
Global History & Geography (Transition Exam)	\$16.50
RE in English Language Arts (Common Core)	\$16.50
Algebra I (Common Core)	\$13.75
Geometry (Common Core)	\$14.25
Algebra II (Common Core)	\$14.00
Earth Science / The Physical Setting	\$15.25
Biology / The Living Environment	\$15.00
Chemistry / The Physical Setting	\$15.00
Physics / The Physical Setting	\$16.50
Entire Test Blank Handling Fee ("Opt-Out", Absent or Refused Entire Test, Etc.)	\$3.00

Pickup & Delivery Charge per location per visit	\$50.00
CENTRAL LOCATION Pickup & Delivery for CEWW BOCES Component Districts	FREE
Grade-level feedback with insight for improvement in student areas of challenge directed at the 2 major tasks: short response & extended response. (Nature of the tasks are explained as they relates to the standards.)	FREE
Once data files are provided to EVI, data analysis & reports are available on-demand within DataMate™.	FREE

RENEWAL OF INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

WHEREAS, the Clinton-Essex-Warren-Washington County Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York, 12901 ("BOCES") and Scalzo Construction, with its principal place of business at 78 Furnace Road, Moriah, NY entered into an INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT dated the 13th day of November 2019 for Snow Removal and Sanding Services, hereinafter "SERVICES," for the period of November 14, 2019 through April 30, 2020; and

WHEREAS, under the terms of the Agreement, the BOCES and Scalzo Construction may agree to extend the term of the Contract on an annual basis for a one-year period, not to exceed four (4) renewal periods;

NOW THEREFORE, the parties agree as follows:

1. BOCES and Scalzo Construction shall extend the term of the INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT for SERVICES dated November 14, 2019 through April 30, 2020 for the additional period of November 1, 2021 through April 30, 2022; and
2. All of the other terms and conditions of the INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT dated the 13th day of November 2019 including ATTACHMENT(S) shall remain the same and in full force and effect during the new term described above.

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

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

By: _____
Michael St. Pierre
Board President

By: _____
Mark C. Davey
District Superintendent

Date: _____

Scalzo Construction

By: 
Aaron Scalzo

Date: 10/5/21 _____



P.O. Box 455, Plattsburgh, NY 12901 www.cves.org

CENTRAL ADMINISTRATION

518-561-0100

District Office
Management Services
Employee Services

FAX 518-562-1471
FAX 518-561-9382
FAX 518-324-6612

CVES MISSION

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

INSURANCE AGREEMENT – CONTRACTORS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of Clinton-Essex-Warren-Washington BOCES, hereinafter referred to as "CEWW BOCES," as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State disability insurance.
2. The policy naming CEWW BOCES as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with CEWW BOCES.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for CEWW BOCES, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to CEWW BOCES for both on-going and completed operations. The decision to accept an endorsement rests solely with CEWW BOCES. A completed copy of the endorsements must be attached to the certificate of insurance.
3.
 - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing, snow removal and sanding services) that are covered by the liability policies.
 - b. At CEWW BOCES's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
4. The contractor agrees to indemnify CEWW BOCES for any applicable deductibles and self-insured retentions.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - b. **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation, Employers Liability and NYS Disability Insurance**
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
6. Contractor acknowledges that failure to obtain such insurance on behalf of CEWW BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to CEWW BOCES. The contractor is to provide CEWW BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
7. CEWW BOCES is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only CEWW BOCES but also NYSIR, as CEWW BOCES.

Attachment I

**Scalzo Construction
Snow Removal and Sanding Services 2021-2022**

Service Prices from 11/1/21 through 4/30/22:

MINEVILLE CAMPUS		
Service Type:		Price:
Snow plowing and sanding per occurrence when snow accumulation is less than 4":		\$290.00
Snow plowing and sanding per occurrence when snow accumulation is more than 4":		\$430.00
Sanding Services for Full Lot Sanding:		\$250.00
Sanding Services for Spot Sanding:		\$125.00

ENC. 13



PROFESSIONAL SERVICES AGREEMENT between

**Champlain Valley Education Services
New Visions Applied Engineering (NVAE) Program
and
Maggie Courson**

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

Time Period:

September 1, 2021 – January 21, 2022

Services to be Performed

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

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

1. Ms. Courson shall provide the following services and/or products to the New Visions Applied Engineering Program at CV-TEC:
Title/ Course Code : MAT 204 Pre-Calculus (4cr)
2. CVES shall provide a suitable location of its discretion for Ms. Courson to teach the above course. Such course shall be taught in-person and remotely at CV-TEC and CCC. The determination of the teaching mode (in-person or remote) shall be at the sole discretion of CVES.

Payment

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

Margaret Courson
5 Grace Avenue
Plattsburgh, NY 12901

Independent Contractor

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

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

Confidential Matters

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

CVES Rules/Regulations:

Ms. Courson agrees to comply with all applicable CVES policies, rules and regulations including, but not limited to, those regarding security and acceptable use.

AS AGREED BY THE PARTIES:

Dated _____, 2021

Dated Sept 17, 2021

Dr. Mark C. Davey
District Superintendent, CVES

Margaret Courson
Margaret Courson



**PROFESSIONAL SERVICES AGREEMENT
between**

**Champlain Valley Education Services
New Visions Applied Engineering (NVAE) Program
and
Maggie Courson**

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

Time Period:

January 24, 2022 – June 30, 2022

Services to be Performed

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

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

1. Ms. Courson shall provide the following services and/or products to the New Visions Applied Engineering Program at CV-TEC:
Title/ Course Code : MAT 224 Calculus (4cr)
2. CVES shall provide a suitable location of its discretion for Ms. Courson to teach the above course. Such course shall be taught in-person and remotely at CV-TEC and CCC. The determination of the teaching mode (in-person or remote) shall be at the sole discretion of CVES.

Payment

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

Margaret Courson
5 Grace Avenue
Plattsburgh, NY 12901

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

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

Confidential Matters

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

CVES Rules/Regulations:

Ms. Courson agrees to comply with all applicable CVES policies, rules and regulations including, but not limited to, those regarding security and acceptable use.

AS AGREED BY THE PARTIES:

Dated _____, 2021

Dated Sept 17, 2021

Dr. Mark C. Davey
District Superintendent, CVES

Margaret Courson
Margaret Courson

ENC. 14

Recommend that the Board approve the following Rental Agreement Resolution:

Allow Clinton-Essex-Warren-Washington BOCES to enter into a rental agreement, or agreements, for the rental of an excavator for use by the Mineville Campus Conservation Program. The approximate duration of the rental period is October 14, 2021 through June 30, 2022 with a total expenditure not anticipated to exceed \$18,900. Be it further recommended that the CVES Board President be granted authority to enter into rental agreements contingent upon CVES' attorney approval.

ENC. 15

Recommend that the Board approve the following Revocable Permit Agreement:

Agreement between the State University of New York at Plattsburgh (SUNY) and Clinton-Essex-Warren-Washington BOCES for the rental of classroom space, including rooms 309A and 309B, at Sibley Hall in Plattsburgh, NY. The rental agreement commences August 22, 2021 and ends August 21, 2023. The annual rent paid by BOCES to SUNY for the two-year term shall be \$6,248.50 per year. (Special Education) (attached)

ENC. 16

Recommend that the Board amend the resolution to approve the Lease Agreement between Clinton-Essex-Warren-Washington BOCES and Adirondack Community Action Programs, Inc. that was adopted at the June 10, 2020, Board meeting, to include additional resolution requirements from the New York State Education Department as follows:

Approve the Lease Agreement between Clinton-Essex-Warren-Washington BOCES and Adirondack Community Action Programs, Inc. for the purpose of allowing Adirondack Community Action Programs, Inc. to lease one classroom from Clinton-Essex-Warren-Washington BOCES at their Mineville Campus in Mineville, NY, for use by Adirondack Community Action Programs, Inc.'s Head Start program. The agreement will commence July 1, 2020 and will continue for a period of 3 years through June 30, 2023. The annual rent paid to Clinton-Essex-Warren-Washington BOCES by Adirondack Community Action Programs, Inc. for the contract term of July 1, 2020 to June 30, 2021 shall be \$23,550; for the contract term of July 1, 2021 to June 30, 2022 the rent shall be \$24,000; for the contract term of July 1, 2022 to June 30, 2023 the rent shall be \$24,450. **The Board of Cooperative Educational Services affirms that they have made a study and do not anticipate a need for the leased property during the term of the proposed lease, that the annual amount of rental payment is not less than the fair market rental value as determined by such Board of Cooperative Educational Services and the lease is in the best educational and financial interest of the Board.** (Management Services) (attached)

ENC. 17

Recommend that the Board adopt the Adult Breakfast cost of \$2.80 (includes sales tax) and Adult Lunch cost of \$5.20 (includes sales tax) for the 2021-2022 school year in our cafeterias. These prices are in compliance with the New York State Education Department. (Mineville and Plattsburgh Campuses)

State University of New York at Plattsburgh

Revocable Permit For Non-Commercial Use of University Facilities

THIS REVOCABLE PERMIT, made this **7th** day of **September 2021**, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at SUNY Plaza, Albany, New York, 12246, by and on behalf of the STATE UNIVERSITY OF NEW YORK COLLEGE AT PLATTSBURGH, having its principal place of business at 101 Broad Street, Plattsburgh, NY 12901 (hereinafter referred to as “SUNY Plattsburgh”) and CLINTON-ESSEX-WARREN-WASHINGTON BOCES D/B/A CHAMPLAIN VALLEY EDUCATIONAL SERVICES, a non-commercial organization having its principal place of business located at 1585 Military Turnpike, PO Box 455, Plattsburgh, NY 12901 (hereinafter referred to as “the Permittee”). The Permittee and SUNY Plattsburgh may be referred to collectively as “the Parties.”

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; and

WHEREAS, SUNY Plattsburgh has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY Plattsburgh will make such facilities available to the Permittee for on-campus activity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. A Revocable Permit (“Permit”) is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services described in **Exhibit B**, attached hereto and made a part hereof, on the date(s) and at the times specified thereon (“Premises”).
2. The term of this Permit shall commence on August 22, 2021 and shall continue only during the pleasure of SUNY Plattsburgh and may be revoked at any time without cause. In the event of such revocation, payments by the Permittee shall continue throughout the period of actual occupancy by the Permittee, after which time the Permittee shall have no further payment obligation. Upon revocation, Permittee shall promptly discontinue the use of the Premises.
3. SUNY Plattsburgh shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the Premises. Unless specifically indicated otherwise in **Exhibit B**, no telephone service shall be provided by SUNY Plattsburgh to Permittee.
4. In consideration of the facilities and services to be provided by SUNY Plattsburgh as enumerated above, the Permittee agrees to reimburse SUNY Plattsburgh in accordance with the costs or services stipulated to in **Exhibit C**, attached hereto and made a part hereof, and any other extraordinary costs incurred by SUNY Plattsburgh to meet the requirements of the Permittee. Payment shall be made by Permittee upon receipt of an invoice from SUNY Plattsburgh.
5. The Permittee shall take good care of the Premises, fixtures and appurtenances to preserve the Premises in good order and condition. Upon revocation of this Permit, the Permittee shall, at its sole cost and expense, restore the Premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the Premises.

6. The Permittee agrees to provide SUNY Plattsburgh with a copy of its Incorporation Papers or Receipt of Filing as a nonprofit agency filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name.
7. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY Plattsburgh or to others. Permittee shall be responsible for injury to persons (including death) which may in any way result from the operation or conducting of the Permittee's business, Permittee's use of the Premises, including facilities, appurtenances and surrounding grounds, or that may be caused by Permittee's agents, or any persons involved in the Permittee's business, whether or not directly caused by the Permittee.
8. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Permittee's business or Permittee's use of the facilities, and agrees to remove any personnel whose actions, or failure to act, shall in the sole judgment of SUNY Plattsburgh, after consulting with the Permittee, be deemed to be detrimental to SUNY Plattsburgh.
9. The Parties agree that if in the judgment of SUNY Plattsburgh the activities of Permittee, or its agents, should be such that SUNY Plattsburgh, after consultation with the Permittee, shall determine that the continuation of the Permittee's activities for the then remaining period covered by this Permit shall be contrary to the best interest of SUNY Plattsburgh, SUNY Plattsburgh may terminate this Permit without liability of any kind whatsoever therefor, and the Permittee and its agents shall be thereupon removed from SUNY Plattsburgh Premises.
10. This Permit shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established State University of New York and SUNY Plattsburgh regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto, including the SUNY Standard Contract Clauses, attached hereto, incorporated and made a part hereof as *Exhibit A*. If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses that may be required by any local, State or Federal Governmental body.
11. The Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authority of the State University of New York or SUNY Plattsburgh to possession, pursuant to the Education Law, of the State controlled property to which this Permit relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.
12. The Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY Plattsburgh and the Permittee regarding the use of the State controlled property to which this Permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this Permit shall be that of licensee.
13. The Permittee specifically agrees that this Permit shall be void and of no further force and effect upon any use of the State controlled property to which this Permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of SUNY Plattsburgh.
14. The Permittee shall have the right, so long as this Permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using the Premises described in *Exhibit B*.
15. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this Permit relates, nor shall the name of the State of New York, the State University of New York, or the State

University of New York at Plattsburgh be used by Permittee for any purpose without prior approval of the SUNY Plattsburgh.

16. The Permittee assumes all risk incidental to the use of the Premises and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the Permittee's use of the Premises, including facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the Premises, any facilities, appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. The Permittee further agrees, on being requested to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the State of New York and/or the State University of New York in connection with the claims, suits and losses, as aforesaid. Notwithstanding the foregoing, Permittee shall not be liable for any consequential, indirect, or special damages of any kind that may result directly or indirectly from its use of said facilities, including, without limitation, damages resulting from loss of use or loss of profit by SUNY or others.
17. The Permittee agrees to obtain and maintain insurance coverage through the term of this Permit as provided in this paragraph and shall deliver Certificates of Insurance for the stated coverage upon execution of this Permit. The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" or better. Permittee agrees to provide notice to SUNY Plattsburgh of any cancellation of such policies, renewal policies, or new policies.
 - a. General Liability insurance of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Such policy shall name the State of New York and the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.
 - b. New York State Workers' Compensation, Disability Benefits and Paid Family Leave coverage during the term of the Permit for the benefit of Permittee's employees required to be covered under the NYS Workers' Compensation Law and the NYS Disability Benefits and Paid Family Leave Laws. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.
18. The Permittee specifically agrees that if this Permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY Plattsburgh, its officers and employees, nor any claim against the State of New York, its officers and employees, and both the State University of New York and the State of New York and their officers and employees shall be relieved from any and all liability.
19. **Executive Order No. 177.** In accordance with Executive Order No. 177, Permittee hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.
20. **Permittee Responsibility.** (a) *General Responsibility.* The Permittee shall at all times during the term of this Permit remain responsible. The Permittee agrees, if requested by the SUNY Chancellor or his or

her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Permit at any time when he or she discovers information that calls into question the responsibility of the Permittee. In the event of such suspension, the Permittee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Permittee must comply with the terms of the suspension order. Activity under this Permit may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Permit. (c) *Termination for Non-Responsibility.* Upon written notice to the Permittee and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Permit may be terminated by the SUNY Chancellor or his or her designee at the Permittee's expense, where the Permittee is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

21. Any notice to either Party hereunder must be in writing signed by the Party giving it and shall be served either personally or by certified mail, or otherwise as specified below, addressed as follows:

TO SUNY Plattsburgh: STATE UNIVERSITY OF NEW YORK COLLEGE AT
PLATTSBURGH
Jenna Beauregard
101 Broad Street, Plattsburgh, NY 12901

TO THE PERMITTEE: CLINTON-ESSEX-WARREN-WASHINGTON BOCES D/B/A
CHAMPLAIN VALLEY EDUCATIONAL SERVICES
Mark C. Davey
1585 Military Turnpike, PO Box 455, Plattsburgh, NY 12901

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

22. This Permit constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Permit, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:
1. Exhibit A, State University of New York Standard Contract Clauses
 2. This Revocable Permit
 3. Exhibit B, Designated Facilities and Services
 4. Exhibit C, Costs and Services
23. The Permit hereby granted may be revoked at any time without cause. Notice of revocation will be served either in person or by certified mail, or, by other mutually acceptable means in exceptional circumstances. Upon receipt of Notice of revocation, Permittee shall and will promptly discontinue the use of the Premises and shall thereupon remove all of its property from the Premises and shall, at Permittee's own cost and expense, restore the Premises to the same condition it was in before use by the Permittee commenced. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.

24. **Coronavirus and COVID-19 Guidance:** Permittee agrees to adhere to the State of New York “Interim Guidance for Large Gatherings and Public Spaces During the COVID-19 Outbreak” issued March 13, 2020, available at this link: https://health.ny.gov/diseases/communicable/coronavirus/docs/guidance_for_large_gatherings.pdf; and generally, State of New York guidance on response to coronavirus, available at this link: <https://health.ny.gov/diseases/communicable/coronavirus/>; the U.S. Centers for Disease Control (“CDC”) Interim Guidance for Coronavirus Disease 2019 on Large Events and Mass Gatherings dated March 15, 2020 available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html>; the CDC Interim Guidance for Businesses and Employers available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>; and generally, CDC guidance on response to Coronavirus (COVID-19), available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. Permittee further agrees to consult the above-referenced guidance materials issued by New York state and federal authorities daily, and to conform its activities to updated guidance and recommendations. In the event Permittee has reason to suspect that any participants in its Covered Activity could potentially have been exposed to COVID-19, Permittee shall immediately contact The Student Health Center, 518-564-2187.
25. **Force Majeure:** A Party shall not be deemed in default of this permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this permit upon written notice.
26. Permittee warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during Permittee's use of the Premises, unless Permittee has obtained expressed written permission and license from the copyright or trademark holder. Permittee covenants to comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Premises. Permittee is responsible for remitting payment to appropriate agencies for use of copyrighted materials. Permittee shall fully defend, indemnify, and hold harmless the State of New York and the State University of New York and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of the Permittee, its officers, employees, agents or licensees arising out of or relating to copyright or trademark rights.
27. If Permittee utilizes internet service provided by SUNY Plattsburgh (as described in Exhibit B herein), Permittee acknowledges that SUNY Plattsburgh is providing such service solely as a benefit to Permittee and understands that usage of internet services for the Event shall be governed by the SUNY Plattsburgh Network Terms of Services available at <https://www.plattsburgh.edu/about/offices-divisions/academic-affairs/lits/service-catalog/nettos.html>. Permittee acknowledges that Internet services are provided on an “AS IS” basis. Permittee and its agents, employees, and contractors are solely responsible for complying with any and all applicable laws, rules, orders, regulations, and requirements

of federal, State, and municipal governments, including, but not limited to, data security and privacy laws and standards. Such data security and privacy laws and standards include, but are not limited to, the Gramm-Leach-Bliley Act ("GLBA"), the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Fair Credit Reporting Act ("FCRA"), the Children's Online Privacy Protection Act ("COPPA"), the New York State Information Security Breach and Notification Act ("NYISBNA") and the Payment Card Industry Data Security Standards ("PCI DSS").

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and SUNY Plattsburgh has caused this instrument to be executed by its duly authorized officer.

STATE UNIVERSITY OF NEW YORK AT PLATTSBURGH

PERMITTEE

By: _____
Jenna Beauregard

By: _____
Mark C. Davey
Official Representative of Permittee or Authorized
Designee

Date: _____

Date: _____

Contract No.: X000743
Agency No: 28240
Department ID: 3320226

EXHIBIT A
State University of New York Standard Contract Clauses

Standard Contract Clauses
State University of New York

EXHIBIT A

March 16, 2020

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of SUNY and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law and Section 355 of the Education Law, if this contract exceeds \$250,000, or, if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office, or the pertinent pre-audit review period has elapsed. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 9 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State-approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-

d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 6 of the State Tax Law. Disclosure of this information by the seller or lessor to SUNY or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women its workforce on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made.

Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §185 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will inform and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business

Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5984
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
<https://ny.newyorkcontracts.com/FrontEnd/VendorSearchPublic.es>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset

credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. PROCUREMENT LOBBYING. To the extent this contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the contract, should SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then SUNY shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SUNY reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

28. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

29. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

30. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

31. Hospital Retained Authority: Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services, management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole

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discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

EXHIBIT B
Designated Facilities and Services

State University of New York at Plattsburgh

Clinton-Essex-Warren-Washington BOCES

The following facilities and services at SUNY Plattsburgh are provided by the State University to the above-named Permittee in accordance with the terms and conditions of this Permit.

1. Designated Facilities: 595 square feet located in Sibley Hall, a building owned and controlled by the State University of New York College at Plattsburgh and located at 113 Rugar Street, Plattsburgh, NY 12901. The specific rooms designated for this permit are as follows:
 - a. Sibley 309A (85 Square Feet)
 - b. Sibley 309B (510 Square Feet)
2. Dates of Use:
 - a. Permitted will be granted use of the designated facilities listed above for August 22, 2021 – August 21, 2023.
3. Start time / end time
 - a. 8:00 AM – 9:00 PM
4. Other Services:
 - a. In addition to the use of the facilities listed above, SUNY Plattsburgh will provide the following services:
 - i. Janitorial and Maintenance Services*
 - ii. Security Services
 - iii. Utilities
 - iv. Keys for Sibley 309A and 309B**

*Maintenance services are limited to fixed equipment provided by campus and building repair. Permitted would be responsible for the costs of any renovations or construction requested.

**Permittee is responsible for the costs of replacing lost or stolen keys, which includes any costs associated with re-keying locks or issuing new keys to all individuals issued keys (whether employed by Permittee or not).

Optional Services: Permittee and its personnel may utilize the following services at its discretion however the Permittee and its personnel shall be responsible for paying any applicable fees associated with use of the Services:

- a. Internet
- b. Telephones
- c. Fitness Center
- d. Library Guest Borrower
- e. Parking
- f. Identification Cards

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Permittee may request that interior signage be posting in Sibley Hall to assist with interior wayfinding. All signage will be at Permittee's own expense and must comply with the College's signage and wayfinding policy. The College reserves the right to deny signage that does not align with its policy.

EXHIBIT C

Costs and Services

State University of New York at Plattsburgh

Clinton-Essex-Warren-Washington BOCES

The Permittee agrees to pay SUNY Plattsburgh the amount of \$6,248.50 annually for the use of the Facilities described in Exhibit B. Payment is determined on the following basis:

All Figures listed in US Dollars

Expense	Cost per Sq. Ft.*	Sq. Ft. Utilized**	Total Annual Cost	Six-Month Cost
Maintenance Services***	\$6.91	595	\$4,111.45	\$2,055.73
Security Services****	\$1.25	595	\$743.75	\$371.88
Electricity	\$0.76	595	\$452.20	\$226.10
Natural Gas	\$1.19	595	\$708.05	\$354.03
Water	\$0.26	595	\$154.70	\$77.35
Sewer	\$0.08	595	\$47.60	\$23.80
Fuel Oil # 2	\$0.01	595	\$5.95	\$2.98
Other Fuels	\$0.01	595	\$5.95	\$2.98
Energy Maintenance	\$0.03	595	\$17.85	\$8.93
SUBTOTAL	\$10.50	595		\$6,247.50
BASE RENT				\$1.00
TOTAL ANNUAL RENT				\$6,248.50

*Please note that these annual costs are based on rates historically used since 19-20.

**Includes rooms 309A and 309B in Sibley hall

***Includes personnel and temporary services for Facilities, Maintenance and Operations as well as for other supplies and services related to maintenance and operations of the campus.

****Includes personnel and temporary services for University Police Department

Total 2-Year Contract Value: \$12,497.00

Payable to: State University of New York at Plattsburgh

Payment Procedures: SUNY Plattsburgh shall invoice Clinton-Essex-Warren-Washington BOCES within 30 days of executing this agreement and by September 1st of each subsequent year of the permit.

State University of New York
Notary Acknowledgement

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____, 20____, before me personally came _____ to me known, who duly being sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ENC. 16

AGREEMENT

LEASE AGREEMENT (hereinafter the "Agreement") made this 2 day of July 2020 by and between **ADIRONDACK COMMUNITY ACTION PROGRAMS, INC.**, an organization existing under and by virtue of laws of the State of New York, with an office and place of business at 7572 Court Street, Suite 2, PO Box 848, Elizabethtown, New York 12932 (hereinafter "**ACAP**") and the **BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SOLE SUPERVISORY DISTRICT OF CLINTON, ESSEX, WARREN AND WASHINGTON COUNTIES**, an organization existing under and by virtue of the laws of the State of New York with an office and place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter referred to as **CHAMPLAIN VALLEY EDUCATIONAL SERVICES**, or "**CVES**") (**ACAP** and **CVES** are collectively referred to herein as the "Parties").

RECITALS

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

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

ARTICLE I LEASED PREMISES

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

ARTICLE II TERM

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

stated in Article III herein.

ARTICLE III RENTAL

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

twenty-three thousand five hundred fifty dollars (\$23,550) for 2020-2021
twenty-four thousand dollars (\$24,000) for 2021-2022
twenty-four thousand four hundred fifty dollars (\$24,450) for 2022-2023

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

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

ARTICLE IV SITE AND USE OF PREMISES

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

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

**ARTICLE V
ANCILLARY AND RELATED SERVICES**

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

**ARTICLE VI
OBLIGATIONS OF CVES**

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

**ARTICLE VII
REGULATORY COMPLIANCE**

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

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

ARTICLE VIII DEFAULT

- 8.1** In the event that either of the parties hereto shall fail to perform any duty required to be performed or breach any warranty or representation, including the covenant to pay rent, made herein, and such failure to perform or breach shall continue substantially unremedied and substantially uncorrected for a period of thirty (30) days after the service of written notice upon such party by the other party hereto specifying such failure or breach, this Agreement may be terminated on grounds of default at the option of the party serving such notice at the expiration of such thirty (30) day period; provided, however, that such termination shall not relieve the party so failing or breaching from liability to the other party for such damages as may be suffered by reason of such failure.

ARTICLE IX DESTRUCTION OF DISTRICT BUILDINGS

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

ARTICLE X HEADSTART EMPLOYEES AND AGENTS

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

ARTICLE XI INSURANCE

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

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

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

ARTICLE XII INDEMNIFICATION

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

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

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

ARTICLE XIII END OF TERM

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

ARTICLE XIV TERMINATION OF AGREEMENT

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

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

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

ARTICLE XV REMEDIES OF CVES

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

ARTICLE XVI APPROVAL OF THE COMMISSIONER OF EDUCATION

- 16.1 The parties acknowledge that CVES is a Board of Cooperative Educational Services and, as such, is subject to the Laws of the State of New York including, but not limited to, the Education Law of the State of New York and Regulations of the Commissioner of Education.
- 16.2 The parties specifically acknowledge that this Agreement shall not be effective unless and until the same has been approved in writing by the Commissioner of Education in accordance with Section 1950 Paragraph 4.p.(a) of the Education Law and Section 155.11 of the Regulations of the Commissioner.

**ARTICLE XVII
ENTIRE AGREEMENT**

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

**ARTICLE XVIII
CONSTRUCTION OF AGREEMENT**

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

**ARTICLE XIX
MEMORANDUM OF AGREEMENT**

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

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

ADIRONDACK COMMUNITY ACTION PROGRAMS, INC.

By: _____

Title: _____

STATE OF NEW YORK)
COUNTY OF ESSEX)

SS:

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

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

ENC. 18

Recommend that the Board amend the following resignations that were approved at the September 8, 2021 board meeting:

1. Nicholas Bushey, Custodial Worker, effective ~~September 10, 2021~~ **September 11, 2021**
2. Meachele Manchester, Grants Procurement Supervisor, effective ~~November 18, 2021~~ **November 19, 2021**

ENC. 19

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

1. Georgina Deyo, Teacher Aide/Student Aide, effective September 8, 2021
2. Terra Duso, Teacher Aide/Student Aide, effective September 14, 2021
3. Emily Norwood, Teacher Aide/Student Aide, effective September 22, 2021
4. Shelby Lottie, Teacher Aide/Student Aide, effective October 1, 2021, for the purpose of accepting a Lifeguard position
5. Conner McKenzie, Temporary-On-Call Computer Specialist, effective October 21, 2021

ENC. 20

1. Recommend that the Board adopt the following Termination Resolution:

WHEREAS, at the meeting of the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (C-E-W-W BOCES) on August 18, 2021, the C-E-W-W BOCES brought disciplinary charges against a custodial worker, and appointed Mr. Alfred Riccio to act as Hearing Officer in the matter; and

WHEREAS, the charges were personally served on the employee, and a hearing was held on August 19, 2021, presided over by Mr. Riccio; and

WHEREAS, on September 20, 2021 Mr. Riccio issued Findings of Fact and Recommendations in the matter, it is therefore,

RESOLVED, the C-E-W-W BOCES adopts the findings set forth in the Findings of Fact and Recommendations, specifically that the Employer proved by substantial evidence that Respondent was guilty of misconduct as detailed in Charge 1, Specifications A-D; and that the recommended penalty be termination, effective immediately; and

BE IT FURTHER RESOLVED, that the District Superintendent notify Mr. Clement Bell that he is terminated effective October 13, 2021.

2. Recommend that the Board Terminate the following person(s) in accordance with Civil Service Law:

Tara Gonyea, Teacher Aide/Student Aide, Effective October 14, 2021

ENC. 21

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

1. James Lavoie, Teaching Assistant, Effective February 14, 2022

ENC. 22

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

1. Name: Adam Bechard
Position: Custodial Worker
Effective Date: October 4, 2021
Tentative Permanent Date: October 4, 2022
Annual Base Salary: \$31,741
Prorated Salary: \$23,683.67
2. Name: Ronald LaFountain
Position: Custodial Worker
Effective Date: October 14, 2021
Tentative Permanent Date: October 14, 2022
Annual Base Salary: \$31,741
Prorated Salary: \$22,707.02
3. Name: Shelby Lottie
Position: Lifeguard
Effective Date: October 1, 2021
Tentative Permanent Date: October 1, 2022
Annual Base Salary: \$24,322 (Salary may increase once contractual agreement for 2021-22 is approved)
Prorated Salary: \$21,755.36
4. Name: Jacob Cummings
Position: Teacher Aide/Student Aide
Effective Date: September 20, 2021
Tentative Permanent Date: September 20, 2022
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
Prorated Salary: \$17,036.98
5. Name: Hannah Root
Position: Teacher Aide/Student Aide
Effective Date: September 21, 2021
Tentative Permanent Date: September 21, 2022
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
Prorated Salary: \$16,947.32

ENC. 22 CONTINUED

6. Name: Sean Conklin
Position: Teacher Aide/Student Aide
Effective Date: September 21, 2021
Tentative Permanent Date: September 21, 2022
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
Prorated Salary: \$16,947.32

7. Name: Franz Pope
Position: Teacher Aide/Student Aide
Effective Date: September 21, 2021
Tentative Permanent Date: September 21, 2022
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
Prorated Salary: \$16,947.32

8. Name: Danielle Brienza
Position: Teacher Aide/Student Aide
Effective Date: September 23, 2021
Tentative Permanent Date: September 23, 2022
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
Prorated Salary: \$16,767.98

9. Name: Jennifer Cote
Position: Teacher Aide/Student Aide
Effective Date: October 18, 2021
Tentative Permanent Date: October 18, 2022
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
Prorated Salary: \$15,243.62

ENC. 23

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

1. Kaitlynn Goodenough, Account Clerk/Typist, effective November 3, 2021
2. Janeen Defayette, Teacher Aide/Student Aide, effective November 4, 2021
3. Kylee Gonyea, Account Clerk/Typist, effective November 19, 2021
4. Michael Clarke, Building Maintenance Mechanic, effective November 30, 2021

ENC. 24

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

1. Name: Rachel Boire
Position: Special Education Teacher
Effective Date: September 30, 2021 – June 30, 2022
Certification Status: Uncertified
Annual Base Salary: \$45,365
Prorated Salary: \$41,055.33

ENC. 24 CONTINUED

2. Name: Erik Manning
Position: Teaching Assistant
Effective Date: September 13, 2021 – June 30, 2022
Certification Status: Uncertified
Annual Base Salary: \$25,307
Prorated Salary: \$24,547.76

3. Name: Arianna Menard
Position: Teaching Assistant
Effective Date: September 27, 2021 – June 30, 2022
Certification Status: Uncertified
Annual Base Salary: \$25,307
Prorated Salary: \$23,282.46

ENC. 25

Recommend that the Board appoint the following person(s) to Part-Time Hourly Appointments for the 2021-22 school year:

1. Penny Bowers, Teaching Assistant Hourly, \$14.50/Hour
2. Donna Brault, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
3. Regan Finlaw, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
4. Kathleen Mulholland, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
5. Alexis Parrotte, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
6. Kiley Regan, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
7. Lynda Tripp, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
8. Catherine Webb, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
9. Kim Letourneau, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
10. Donna Marks, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
11. Connie Poupore, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
12. Courtney Shutts, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
13. Connor Coty, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
14. Angie Lecuyer, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour

ENC. 26

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

Continuation of normal work year duties, hourly rate of pay per contract

Nicole Pierce	not to exceed 165 hours
Cristina Bordeau	not to exceed 50 hours
Andrew Brousseau	not to exceed 50 hours
Andrea Christensen	not to exceed 50 hours
Jordan Doherty	not to exceed 50 hours
Andrea Earley	not to exceed 50 hours

ENC. 26 CONTINUED

Maiya Giroux	not to exceed 50 hours
Amy LaDue	not to exceed 50 hours
Jerilyn Lamere	not to exceed 50 hours
Elizabeth Lennon	not to exceed 50 hours
Lori Jamil	not to exceed 50 hours
Stacey Smart	not to exceed 60 hours
Kelly Tursky	not to exceed 60 hours

Stipend Positions, compensation per collective bargaining agreement

Kevin Shaw	new employee mentor x2
Sherry Snow	new employee mentor
Dena Tedford	new employee mentor
Colleen Lafountain	new employee mentor
Erin Spoor	new employee mentor
Nicole Gillespie	new employee mentor
Beverly Thwaits	new employee mentor
Donna Wyant	new employee mentor x2
Joan MCGowan	new employee mentor
Lyndon Johnson	new employee mentor
Angelina Waldron	new employee mentor
Laura Denton	new employee mentor
Cherie Passno	new employee mentor
Madeline Seller	new employee mentor
Jennifer Haley	new employee mentor
Maiya Giroux	new employee mentor
Whitney Gagnier	new employee mentor
Ashley Brown	new employee mentor x2
Jerilynn Lamere	new employee mentor
Tina Leduc	new employee mentor
Ashley Pray	new employee mentor
Joanne Beaudry	new employee mentor
Cheryl Spoor	new employee mentor
Sara Spring	new employee mentor

ENC. 27

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

<u>Name</u>	<u>Title</u>
Timmy Aubin	Bus Driver
Barbie Ero-O'Neil	Teacher Aide/Student Aide
Terra Duso	Teacher Aide/Student Aide
Payton Gough	Teacher Aide/Student Aide
Payton Gough	Teaching Assistant
Michael Bova	Teacher
Laurie Trepanier	Teacher
Heather Ford	Permanent Building Teaching Assistant Sub, \$110/day

ENC. 28

Recommend that the Board establish the following updated temporary-on-call rates for the 2021-2022 school year effective July 1, 2021:

Title (Temporary On-Call)	2020-2021	Type	2021-2022	Type
Temporary On-Call Clerical (Clerk, Typist, Account Clerk/Typist, Stenographer, and Senior Stenographer)	\$12.50	Hourly	\$13.50	Hourly
Nurse (RN)	\$105	Daily	\$140	Daily
Food Service Helper	\$13	Hourly	\$13.50	Hourly

ENC. 29

Recommend that the Board authorize the following individual to collect money at all CVES locations for the 2021-22 school year:

Satellite Campus

Tina Trombley - Participant Fees and other ISC Services (replacement for Marta Leavine)

CV-TEC Plattsburgh Campus

Jacqueline Dashnaw - Pre-school payments for Early Childhood Education Program

ENC. 30

Recommend that the Board appoint Jessie Moulton to the position of Deputy Claims Auditor, effective October 14, 2021 through the July 2022 Reorganizational Meeting, with an additional compensation of \$47.54/hour for hours worked beyond the contractual work day.

ENC. 31

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

Be it resolved that Amy Campbell, Assistant Superintendent for Educational Services, is hereby certified as a Qualified Lead Evaluator of classroom teachers and building principals having successfully completed the following training requirements prescribed in 8 NYCCR §30-2.9(b):

- (1) The New York State Teaching Standards, and their related elements and performance indicators/the Leadership Standards and their related functions;
- (2) Evidence-based observation techniques that are grounded in research;
- (3) Application and use of the student growth percentile model and the value-added growth model as defined in 8 NYCCR §30-2.2;
- (4) Application and use of the State-approved rubrics selected by the BOCES for use in the evaluation of classroom teachers, including training on the effective application of such rubric to observe a classroom teacher's practice;

ENC. 31 CONTINUED

(5) Application and use of the assessment tools that the BOCES utilizes to evaluate its classroom teachers, including, but not limited to, structured portfolio reviews, professional growth goals*, school improvement goals, etc.;

(6) Application and use of the State-approved locally selected measures of student achievement used by the BOCES to evaluate its classroom teachers;

(7) The scoring methodology utilized by the Department and the BOCES to evaluate a classroom teacher under 8 NYCCR §30-2, including (a) how scores are generated for each subcomponent and the composite effectiveness score of classroom teachers, and (b) application and use of the scoring ranges prescribed by the Commissioner for the four designated rating categories used for the overall rating of classroom teachers and their subcomponent ratings; and

(8) Specific considerations in evaluating classroom teachers of English language learners and students with disabilities.

ENC. 32

Recommend that the Board approve the following resolutions:

1. The re-certification of the following Lead Teacher Evaluators for the 2021-2022 school year, who have attended various CVES in-house meetings and state, regional and/or local professional development offerings, most recently Gearing Up on August 24, 2021: Adam Facticeau, Michele Friedman, Nicole O'Connell, Matthew Slattery, Grace Stay, and Daniel Valenzuela.

2. The re-certification of the following Lead Principal Evaluators for the 2021-2022 school year, who have attended various CVES in-house meetings and state, regional and/or local professional development offerings, most recently Gearing Up on August 24, 2021: Michele Friedman and Matthew Slattery.

ENC. 33

Recommend that the Board accept the Resignation of CVES Board Member Scott Thurber, representing the Peru Central School District, effective September 1, 2021.

ENC. 34

Adopt Revised Policy
#8127 Medicaid Compliance Policy

ENC. 35

2020-21 Annual Report on Reserves (attached for informational purposes only)

ENC. 35

CEWW BOCES REPORT ON RESERVE FUND BALANCES AS OF 6/30/2021

	Unemployment Reserve	Employee Benefit Accrued Liability Reserve (EBALR)	Retirement Contribution Reserve - NYS and Local Employee Retirement Contributions (ERS)	Reserve for Teachers' Retirement System Contributions (TRS)	CTE Equipment Reserve
BALANCE AS OF 6/30/20	\$ 295,000.00	\$ 601,637.48	\$ 1,311,687.10	\$ 391,723.00	\$ 30,028.37
Transactions in 2020-2021:					
Year-End Interest on Reserve Balances	\$ 436.69	\$ 890.61	\$ 1,941.71	\$ 579.87	\$ 44.45
Contributions to Reserve (Board Approved/Authorized in Policy)	\$ -	\$ 400,000.00	\$ -	\$ 190,363.13	\$ 770,667.00
Withdraw for Unemployment Claims (Board Approved)	\$ (436.69)				
Payment of Benefits Payable upon Retirement					
Withdraw for Payment of ERS Obligations (Board Approved)					
Transfer to Other Reserve Funds (Board Approved)					
Purchase of CTE Equipment (Board Approved)					\$ -
BALANCE AS OF 6/30/21	\$ 295,000.00	\$ 1,002,528.09	\$ 1,313,628.81	\$ 582,666.00	\$ 800,739.82
EBALR Liability as of June 30, 2021		\$ 1,641,625.00			

ENC. 36

Recommend that the Board approve the following Resolution:

WHEREAS, a certain student enrolled in a Short Term Adult and Continuing Education Course in Phlebotomy and paid in advance the course tuition and other applicable charges totaling \$1,043 (“Total Payment”) in February of 2020, and

WHEREAS, this student has requested a refund of the Total Payment, and

WHEREAS, the CV-TEC Phlebotomy Course started on March 3, 2020 and was scheduled through May 19, 2020, meeting two days per week, but instead only four class sessions were held as all CVES campuses were closed to students March 16, 2020, through the end of the school year due to the Covid-19 pandemic, and

WHEREAS, as of the date of the student’s refund request CV-TEC was unable to restart the Phlebotomy Course, and

WHEREAS, the Board has previously adopted a Payment Refund Withdraw Policy for Short Term Adult and Continuing Education Courses (“Refund Policy”) which provides: “No refund will be made after the first scheduled class has been conducted,” and

WHEREAS, a refund of the Total Payment is not supported by the Refund Policy as one class session was held, however, given the extenuating circumstances outside of the student’s control and that the course has not been restarted or offered for reenrollment, an exception to the Refund Policy should be allowed and a refund issued.

IT IS THEREFORE RESOLVED, that the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services approves a refund to the student in the amount of \$1,043 to reimburse the Total Payment made by the student for the CV-TEC Phlebotomy Course.

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: October 2021
RE: **October 2021 Board Report**

September was a flurry of activity at Instructional Services. The school year began, and our staff continued to provide outstanding services to our component districts. We began developing workshops to provide relevant and timely professional development for our staff and our component districts, participated in professional development to strengthen our networks around the state and packed and moved after several decades at 14 Area Development Drive. We are so grateful for the support from our colleagues in Management Services and specifically, Christine Myers, Jessica Laclair, Jessie Moulton and our own Mary Lou Burl for emptying the building we called home for so many years.

OPENING OF THE SCHOOL YEAR

The 2021-2022 School Year started for staff on September 1 and for students on September 7. Instructional Services was able to formally introduce all our new staff to everyone at CVES. We are proud of the support Instructional Services provides to ensure these days are beneficial and welcoming to all involved. Our instructional technology staff supported each division as they used unique programming to ensure we were safe and mitigated the spread of COVID-19. Our Communications staff livestreamed our opening day event, both the morning and afternoon sessions

so that staff who were uncomfortable attending in person could still be part of the day. Jeff Sisson, our Health, Safety, and Risk Management Facilitator provided excellent information about mitigating the spread of COVID-19 and upcoming opportunities to support us in maintaining our physical, social, and emotional health. While we still are taking precautions due to the ongoing pandemic, the arrival of students on the first day of school was a reminder of the reasons why we do the work we do!



ONGOING ADMINISTRATOR DEVELOPMENT



Each month the administrators meet as part of ongoing development of our team. In September, Meghan Zedick provided a legal update that was well received by all in attendance. The collegiality and enjoyment from the retreat carried over to this monthly meeting.

GOODBYE TO 14 AREA DEVELOPMENT DRIVE



Much of this month was spent preparing to leave our home of several decades at 14 Area Development Drive. The move was bittersweet as our staff reminisced about memories shared and changes that have occurred while we were ISC. Staff continue to settle into our new home in the South Building at the Satellite



Campus, transitioning to offices from cubicles, unpacking and building new memories with our Management Services neighbors.

POSITIVE FEEDBACK FROM COMPONENT DISTRICTS

This month our component districts have shared the following thoughts of appreciation for the work being done by our staff.

We soooooo appreciate having Trevor DeLong ...! He goes above and beyond every day to be sure everything runs smoothly. He is so attentive to our needs and is very pleasant to work with. On staff day 1 today, our teachers were extremely happy to meet him and grateful to have him as our Tech Support. He is impressive! Thanks for bringing him on!

I believe ... was the first school with a classroom cohort that was required to pivot to remote as a result of COVID exposure? Regardless, I wanted to share some positive feedback. I sent the remote notification and details to ... faculty around 1:30 in the afternoon, with remote instruction scheduled to occur the following morning. Not a lot of notice was given, but all are aware not a lot of notice can be expected in these situations.

Within an hour I received calls from our CVES counterparts, checking in to ensure all students had devices and there were no connectivity issues. This ... classroom was ready to go with no device problems and all students functioning devices. Meeting times were communicated from classroom teachers via platforms later that evening, so all the pieces quickly fell into place.

I checked in with our classroom teacher and special area teachers yesterday afternoon, after our first remote day. All reports were positive. 👍 Most of the grade 2 students joined content area meetings and the classroom teacher reported student interacted appropriately and were engaged with instruction. Special areas reported similar experiences. My informal check-in of our faculty resulted only in positive comments. 😊

Thanks for deploying operational devices in a timely manner, which allowed for a seamless transition for our faculty and students. The new systems for technology instruction and support are off to a great start. Your efforts are noticed and are appreciated. Thank you.

I want to let you know that Trevor DeLong spent several hours helping me deal with the problem of getting data to work in easyCBM. The knowledge to make things work between data from SchoolTool and uploading to easyCBM was beyond me, but Trevor offered to help and patiently worked out what needed to be done. Today, he worked for an additional hour with me to clean up minor issues of incompatibility between data flowing from SchoolTool to easyCBM. He was so patient and so professional.... I just can't say enough good things about him!!!!

Seldom have I worked with such a pleasant and professional person. EasyCBM is important to ... and all the teachers who use this platform to track benchmark testing for our students. We would have been in a terrible spot if we lost easyCBM. Many, many, many thanks to Trevor! Thank you for letting us have use of his expertise these past few days.

UPCOMING ISC WORKSHOPS

The following are upcoming events being hosted at ISC. We are fortunate to be able to build back our offerings and provide exceptional professional development for the North Country.

October 6	Promethean Summit
October 7	DASA Coordinator Training (Virtual)
October 12 and 19	Initial Lead Evaluator Training Day 1 & 3
October 13	High School Principals Meeting
October 15	Elementary and Middle School Principals Meeting

CVES MISSION

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TO: Dr. Mark C. Davey
FROM: Michele M. Friedman
DATE: October 4, 2021
RE: October 2021 Board Report

CTE is Essential

It has been an incredible month on our CV-TEC Campuses! Our industry expert CTE & Academic teachers, Team CV-TEC staff members and our talented students have been working hard in each of their Career & Technical Education Programs of Study and Adult Literacy & Job Skills Training programs. We are so proud of all the work that has been accomplished so far and look forward to the months ahead. Some of the highlights of this past month's instruction:



Virtual Fall Family Nights for Parents of Current Students Scheduled for October 20th and October 21st for Mineville and Plattsburgh Campuses

We are expecting our current students and their families to virtually visit our three campuses for the scheduled Fall Family Nights for the CV-TEC Division. This is an opportunity for the families of current students to meet with our CTE & Academic teachers during the scheduled evening hours. October 20th is scheduled for our Mineville Campus and October 21st for our Plattsburgh Main and Plattsburgh Satellite Campuses.

Online High School Available To Component Schools for 2021-2022 School Year

Our component districts once again will have the opportunity to utilize and access Online High School courses through participation in the CoSer 411 option. **Advanced Academics, Western Suffolk BOCES, Connexus and Gradpoint** have been contracted to implement Online High School for our districts.

CV-TEC Enrollment for the 2021-2022 School Year

We have been receiving enrollment confirmations from all our districts to verify student participation on our three campuses for both the CV-TEC CTE and Pre-CTE Programs. Enrollment numbers from all component districts are exceeding our projections for this school year. Post-secondary enrollment is still under review; however, we expect the enrollment numbers to remain steady. Reconciliation of our projected budgets will begin once we receive final confirmation of the high school and adult enrollment figures for the 2021-2022 school year.

October is National Principals Month

The CV-TEC Division is proud to recognize and honor our campus principals in celebration of National Principals Month. Their expertise and dedication are truly appreciated, and their hard work does not go unnoticed. A heartfelt thank you from Team CV-TEC to: Dr. Grace Stay, Mr. Adam Facticeau, Mr. Mark Brown, and Mr. John Iorio.



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: October 2021
Re: Board of Cooperative Educational Services Report

Special Olympic Torch Run

On September 17, 2021, we were proud to host the Special Olympics Torch Run on our WAF campus after a one-year hiatus due to COVID. The event was a collaborative effort between Special Olympics New York (North Country Region), local law enforcement, local government officials, and the Special Education Division at CVES.

Participation in this outstanding community event featured:

- Guests of Honor:
 - o New York State Assemblyman Billy Jones
 - o Town of Plattsburgh Supervisor Michael Cashman
 - o New York State Police Troop B Major Oliver
 - o Clinton County Sheriff David Favro
- Law enforcement branches represented:
 - o U.S. Customs & Border Protection
 - o U.S. Border Patrol
 - o Federal Bureau of Prisons
 - o New York State Police
 - o New York State Department of Environmental Conservation Police
 - o New York State Forest Rangers
 - o New York State Department of Corrections & Community Supervision
 - o Clinton County Sheriff's Office
 - o Clinton County Probation Department
 - o Plattsburgh City Police Department

Students from both the Special Education and CV-TEC divisions joined the celebration and



cheered runners on as we counted down to start the run. Ms. Roxana Palmer, art teacher extraordinaire, worked with students to create mini torches and banners to show our pride and support in this important event for our school community. Principal Valenzuela did an excellent job of planning for a safe and organized event that could not have gone better.



Strong partnerships throughout our region are one of the many facets of our BOCES that has such a positive effect on the communities we serve. Together, we are #CVESSTRONG!



Positivity Project

Our Special Education Division has partnered with the Positivity Project, P2, to enhance our character education and meet the social/emotional needs of our students through consistency across all grade levels, programs, and buildings. P2 supports our current school initiatives including PBIS, TCI, and Restorative Practices. The Positivity Project provides our teachers with the knowledge, confidence, and resources to teach students how to identify, appreciate, and exemplify the character strengths in us all.

During our September opening days, all Special Education staff were provided with 2.5 hours of training in implementing P2 in the classroom. This training included videos and tutorials in how to incorporate the ready-made daily lessons that are appropriate for all students while allowing the opportunity for creativity. Staff took part in the VIA Survey of Character Strengths, which provided a comprehensive, personalized list of character strengths that we all possess.



THE POSITIVITY PROJECT

During this school year, our division will be holding P2 assemblies where groups of students will be able to showcase character strengths through various modalities including skits, read alouds, and other performances. It is our hope that students and staff alike will enjoy learning about how we all can implement the mindset that **#OtherPeopleMatter** throughout our daily lives.

All Teacher Aides Receive Foundational Training

The Special Education Division is a provider of specialized instruction to meet the diverse and intense needs of our students. To ensure we are providing services of the highest quality possible, we have implemented a training series to provide focused, explicit training to all our paraprofessionals. This training was developed with dual purpose, to be used as a refresher and skill development of current staff as well as new teacher-aide on-board training.



This month, approximately 65 teacher aides across both campuses received a full day training over a 9-day window. Essential topics covered included: an overview of students with disabilities, the importance of confidentiality, the role of 1:1 aide or para, managing student behavior, general policies and procedures, technology access and use, self-care, understanding trauma and what it means to be trauma informed, importance of data collection and data collection procedures, and annual evaluation. The vision moving forward is to support our new teacher aides by holding monthly virtual follow ups to include check-in's, panel discussions, and special area training.

Program Specific Training in Autism

The Autism Program Coordinator was able to provide a full day of program specific training to all of the new staff starting in the program. Staff report that this allowed them to feel better prepared for the first day with students. Ongoing new staff training has continued throughout the month of September as additional new hires arrive.

We are excited to launch Beanz Books and Café!

Beanz Book and Café offers all students in the Special Education Division at the Plattsburgh Campus the opportunity to check out library books and purchase healthy snacks with the use of Beanz Café Coupons provided by their classroom staff.

In addition, students age 14+ in the Autism, Academic, Life Skills and Intensive Therapeutic Programs participate in our Work Based Learning Program and serve as student workers in this area. Skills practiced within the Beanz Books and Cafe include:

- customer service skills,
- sequencing steps in an activity,
- fulfilling an order,
- money exchanges,
- peer-peer work,
- following a recipe,
- reading and comprehension,
- health and hygiene,
- and so much more.

The Café will be offering goodies for staff and visitors to purchase - please stop by and visit if you are in the building!



Partners in Transition Adult Services Up and Running in New Year

Action photos from our clients involved with work-based experiences along with a group activity from our home base at SUNY Plattsburgh. It is going to be a great year!

