

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 DECEMBER 8, 2021
PROPOSED EXECUTIVE SESSION AT 7:30 P.M. – MEETING TO FOLLOW**

Public participants may use the following WebEx Address: <https://bit.ly/3d1YqJV>
Or by calling 1-408-418-9388 Meeting number (access code): 2333 674 9731

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| No Action | 1. CALL TO ORDER: Board President |
| | a. The Pledge of Allegiance |
| | b. Roll Call of Board Members |
| Action | 2. APPOINTMENT OF VACANT BOARD MEMBER SEAT/OATH OF OFFICE |
| No Action | 3. EXECUTIVE SESSION |
| No Action | 4. INTRODUCTION OF ALL PRESENT |
| No Action | 5. OPINIONS AND CONCERNS FROM THE AUDIENCE |
| Action | 6. AUDIT COMMITTEE HIGHLIGHTS/UPDATE – Mr. Eric Bell |
| | a. Corrective Action Plan & Audit Response (Enc. 1) |
| No Action | 7. BUDGET COMMITTEE UPDATE -- Dr. Mark C. Davey & Mr. Eric Bell |
| No Action | 8. CAPITAL PROJECT UPDATE --Dr. Mark Davey & Mr. Eric Bell |
| No Action | 9. DISTRICT SUPERINTENDENT’S UPDATE |
| Action | 10. MINUTES OF PREVIOUS MEETING |
| | a. November 10, 2021 Meeting Minutes (Enc. 2) |
| | 11. CONSENT AGENDA FINANCIAL |
| Action | a. Certification of Warrant (Enc. 3) |
| Action | b. Treasurer’s Report (Enc. 4) |
| Action | c. Donation (Enc. 5) |
| Action | d. Budget Increases (Enc. 6) |
| Action | e. Contractor/Consultant Agreement (7) |
| Action | f. Agreement (Enc. 8) |
| Action | g. Proposal Cost Increase (Enc. 9) |
| | 12. OLD BUSINESS - Committees |
| No Action | a. None this month |
| | 13. CONSENT AGENDA PERSONNEL |
| Action | a. Resignations (Enc. 10) |
| Action | b. Leave of Absences (Enc. 11) |

- Action c. Civil Service Probationary Appointments (Enc. 12)
- Action d. Permanent Appointments (Enc. 13)
- Action e. Temporary Appointment (Enc. 14)
- Action f. Additional Work (Enc. 15)
- Action g. Facilitators (Enc. 16)
- Action h. Substitutes (Enc. 17)

14. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- No Action a. None this month

15. NEW BUSINESS

- No Action a. None this month

- No Action 16. STRATEGIC PLAN UPDATE -- Dr. Mark Davey

- No Action 17. OTHER

- No Action 18. NEXT BOARD MEETING

Wednesday, January 12, 2022, at the Satellite Campus Conference Center in Plattsburgh & the Yandon-Dillon Center in Mineville – Proposed Executive Session at 6:30 p.m. – Meeting to follow.

- No Action 19. REPORTS FROM DIRECTORS (Enc. 18)

- Action 20. 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

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 Corrective Action Plan for the 2020-21 Annual Independent Audit Management Letter Comments. (Attached)

ENC. 2

Recommend that the Board approve the Draft Minutes from the November 10, 2021 regular Board meeting. (attached)

ENC. 3

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

ENC. 4

Recommend that the Board approve the Treasurer's Report from October 31, 2021. (attached)

ENC. 5

Recommend that the Board approve the following Donation:

1. For the Student Stipend Fund:

United Way (September 2021)	85.88
United Way (October 2021)	85.88
United Way (November 2021)	<u>85.88</u>
TOTAL -	\$ 257.64

ENC. 6

Recommend that the Board approve the following Budget Increases:

1. School Library System Basic Operating Aid from \$94,526 to \$113,346, for the period of July 1, 2021 through June 30, 2022, due to rollover funds from 2020-2021. (Co-Ser 947 ISC)
2. School Library System Supplemental Operating Aid from \$46,160 to \$57,857, for the period of July 1, 2021 through June 30, 2022, due to rollover funds from 2020-2021. (Co-Ser 956 ISC)
3. School Library System Categorical Aid for Automation from \$9,453 to \$13,154, for the period of July 1, 2021 through June 30, 2022, due to rollover funds from 2020-2021. (Co-Ser 949 ISC)
4. The 6:1:1 Autism budget from \$2,919,268 to \$3,286,422 for the 2021-2022 school year to accommodate the increases in student enrollment from AuSable Valley, Northeastern Clinton, Franklin-Essex-Hamilton BOCES-Malone, and Washington-Saratoga-Warren-Hamilton-Essex-North Warren School Districts. (CoSer 205 – Special Education)

ENC. 6 CONTINUED

5. The 8:1:1 Academic/Behavior budget from \$4,664,981 to \$5,312,147 for the 2021-2022 school year to accommodate the increases in student enrollment from Beekmantown, Boquet Valley, Moriah, Northern Adirondack, Plattsburgh City, Saranac, Schroon Lake, Ticonderoga, Franklin-Essex-Hamilton BOCES-Malone, and Washington-Saratoga-Warren-Hamilton-Essex-North Warren School Districts. (CoSer 208 – Special Education)
6. The 8:1:1 Life Skills budget from \$4,842,181 to \$5,581,004 for the 2021-2022 school year to accommodate the increases in student enrollment from AuSable Valley, Chazy, Crown Point, Northeastern Clinton, Peru, Ticonderoga, Franklin-Essex-Hamilton BOCES - Malone, and Franklin-Essex-Hamilton BOCES – Salmon River School Districts. (CoSer 210 – Special Education)
7. Academic Programs Hospital Based from \$81,478 to \$86,437 for the 2021-2022 school year to accommodate the potential of increase in services from various districts. (CoSer 441 – Special Education)
8. On-Line High School budget from \$11,275 to \$13,675 for the 2021-2022 school year to accommodate increased participation from Keene Central School. (CoSer 411 – CV-TEC)
9. Library Media Services budget from \$339,899 to \$360,144 for the 2021-2022 school year due to increased participation from the following districts: Beekmantown, Northeastern Clinton, Peru, Ticonderoga and Willsboro. (CoSer 508 ISC)
10. Library Automation budget from \$100,081 to \$100,981 due for the 2021-2022 school year due to increased participation from Ticonderoga CSD. (CoSer 555 ISC)
11. Instructional Technology budget from \$500,100 to \$959,809 for the 2021-2022 school year due to increased participation from the following districts: Crown Point, Plattsburgh City, Saranac, Schroon Lake and Willsboro. (CoSer 564 ISC)
12. Community Schools Service budget from \$70,000 to \$70,500 for the 2021-2022 school year due to increased participation from the following schools: Plattsburgh City and Peru. (CoSer 565 ISC)
13. School Public Relations budget from \$123,588 to \$140,134 for the 2021-2022 school year due to increase in anticipated costs that will be covered by estimated future requests from districts. (CoSer 610 ISC)
14. Grants Management budget from \$129,843 to \$181,099 for the 2021-2022 school year due to increased participation from the following schools: Boquet Valley, Crown Point, Peru and Willsboro. (CoSer 645 ISC)

ENC. 7

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

Agreement between Clinton-Essex-Warren-Washington BOCES and Learn Thru Movement, Inc./Math and Movement for the purpose of obtaining ten (10) one-hour virtual training sessions during the period of January 10, 2022 through May 16, 2022. Sessions may be canceled no later than January 7, 2022 due to low enrollment. The total amount for all services and educational materials is not anticipated to exceed \$8,600. (ISC) (attached)

ENC. 1
CLINTON-ESSEX –WARREN –WASHINGTON BOCES
CORRECTIVE ACTION PLAN ASSOCIATED WITH THE
2020-2021 ANNUAL INDEPENDENT AUDIT
MANAGEMENT LETTER COMMENTS

The following illustrates management's corrective action plan for the recommendations rendered in our Management Letter from the 2020-2021 annual independent audit.

Prior-Year [2019-2020 Fiscal Year] Findings

1. Adult Education

Prior Condition: We noted that CO-SERS have changed from positive to negative and one CO-SER which had a negative balance of \$1,900 in 2019 increased to a negative balance of \$234,000 for 2020.

Status: This condition was corrected for the year ended June 30, 2021.

2. Personnel Files

Condition: During the testing of employees, we noted that the personnel files were inconsistent in the documents retained.

Status: This condition is in the process of being corrected for fiscal year 2021-2022.

Current-Year [2020-2021 Fiscal Year] Findings

3. Bidding

Condition: During our review of expenditures by vendor in the school lunch program we noted that the BOCES did not purchase from vendors in accordance with their purchasing policy.

Recommendation: We recommend that BOCES review its purchasing policy and buy only from vendors that are awarded the bid or are on state contract

Response: Purchasing agent is aware of the situation that occurred and has identified the NY State Contract for food purchases. CVES will use this contract in conjunction with the St. Lawrence-Lewis BOCES Cooperative Bid in the future thereby becoming fully compliant with the BOCES purchasing policy.

Contact Person: Purchasing Agent

4. Timecards/Payroll

Condition: While testing payroll we noted that certain employees are still using paper timecards while others have transitioned to the electronic timecard system. We further noted that there is no person cross-trained in the payroll function.

Recommendation: We recommend that BOCES cross-train another employee for payroll and move all employees to the electronic timecard system.

Response: The conversion to the remaining employee groups to an electronic timecard system is in progress and is expected to be completed by June 30, 2022. The conversion is a detailed process requiring intensive set-up time by Management Services and IT staff. This will be phased in over the remaining months of this fiscal year for those divisions not yet utilizing this option. BOCES will evaluate and identify the payroll functions most critical for cross-training and work towards implementing the necessary protection for continuity of important tasks.

Contact Person: Assistant Superintendent of Management Services

Board approved December XX, 2021.

DRAFT

ENC. 2

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

DRAFT

DATE: November 10, 2021
KIND OF MEETING: Regular Board Meeting
PLACE: Yandon-Dillon Center – Mineville, NY

Board Members Present:

Leisa Boise *joined Remote at 8:19pm*
Kathy Comins-Hunter
Patricia Gero - *Remote*
Richard Harriman, Sr.
Donna LaRocque- *Remote*
Ed Marin
Thomas McCabe
Bruce Murdock
Florence Sears
Doug Spilling
Michael St. Pierre
Donna Wotton

Board Members Absent:

Richard Malaney
Lori Saunders

District Superintendent:

Dr. Mark C. Davey

Others Present:

Amy Campbell
Michele Friedman
Matthew Slattery
Eric Bell- *Remote*

Board Clerk:

Meaghan Rabideau

MEETING
TO ORDER

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

BOARD MEMBER
APPOINTMENT

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board appoint Mrs. Kathy Comins-Hunter to the CVES vacant Board seat through April 28, 2022. Mrs. Comins-Hunter took the Oath of Office and filed with the Board Clerk. All Board Members present voted yes—motion carried.

EXECUTIVE
SESSION

Mr. Murdock moved, seconded by Mr. Spilling, that the Board go into Executive Session at 6:36 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.

In Executive Session, Dr. Davey and the Board discussed his 2021-22 yearly goals progress, including the suggestions for refining and improving his monthly communication and Board updates. Second, Dr. Davey reviewed several labor relations matters including his recommendation for the Communications & Publications Manager appointment and the Salary & Benefit Agreement for the position. Next, Dr. Davey reviewed a grievance received from the CVES United Professionals Association, and he provided an update on the status of negotiation with CVES' 10-Month Support Association which is part of CSEA. Additionally, Dr. Davey reviewed several Memorandum of Agreements (MOA's) recommended to the Board. Third, several confidential employment recommendations were

discussed including hiring and resignation planned actions. Fourth, the Board discussed filling a Board vacancy and a recommended candidate. Lastly, an Addendum item was recommended for approval for an Education School Solutions Service Agreement to provide trauma-informed professional development and support services for CVES and area school districts. The agreement has been reviewed and approved by CVES' attorney Mr. Joseph Laverando, Esq., and CVES was awaiting final confirmation on its approval which was received in advance of the Board meeting. Mr. Harriman Sr. moved, seconded by Mr. Spilling, that the Board come out of Executive Session at 7:59 p.m. All Board Members present voted yes—motion carried.

CAPITAL PROJECT
UPDATE

Dr. Davey shared that the Capital Project continues to positively progress towards its targeted December 1, 2021, substantial completion target. He complimented the Mineville Campus improvements which included the new vestibule, classroom upgrades, and other areas that the Board toured prior to the meeting this evening. Next, Mr. Bell reviewed several punch-list items that will be finalized within the next few weeks. Mr. Bell included the mini capital projects in that timeframe as well which includes the Fire Alarm, Waterline and Exterior Door Projects. Next, Mr. Bell briefly discussed the scope of work for the Phase 2 Capital Project which will include items from Phase 1 that were not able to be included initially. Phase 2 planning will proceed over the next few months. CVES will next identify all needs to establish a ten-year plan going forward and allocate funds appropriately. Lastly, Mr. Bell referenced an Energy Performance Project planning analysis that is under review and will be presented upon completion to address potential needs in the future and to determine an EPC (Energy Performance Contract) viability.

Note: Mrs. Leisa Boise, Board Member, joined the meeting at 8:19 p.m.

DISTRICT
SUPERINTENDENT
UPDATE

Dr. Davey began by acknowledging that his weekly updates that are provided to the Board include COVID positive case reporting, weekly testing and recent CVES events. Dr. Davey complimented CV-TEC on their successful student event held today, that he also attended. Dr. Davey invited Mrs. Friedman, CVES' Director of Career and Technical Education (CTE), to provide an expanded update. Mrs. Friedman highlighted that the New Visions Applied Engineering Junior Experience Day was held at Clinton Community College in the Institute of Advanced Manufacturing Building. She provided a brief overview of the event, the individuals involved and explained that the event is used to recruit for next year's program. Students were placed in eight different teams and were asked to choose a team leader to help structure and implement the challenge. The goal was to execute a finished product by working successfully together as a team. Next, Dr. Davey shared recent updates for DEI (Diversity, Equity & Inclusivity). Information from NYSED continues to be reviewed to determine best practices. CVES plans to establish a Diversity Officer and recommend next steps in the position establishment at its December Board meeting. Third, Dr. Davey provided COVID-19 updates including the recent CEWW COVID Report Card. Weekly meetings and collaboration with the Clinton County and Essex County Health Departments

continue as does weekly staff testing. Symptomatic testing of staff and students will be rolled out in Clinton County in the upcoming weeks and months. Schools in Essex County (including the Mineville campus) have Abbott ID Now testing units (ELC grant money has provided machines in all districts in Essex County) which allow for symptomatic testing. Lastly, Dr. Davey discussed the CVES Board Vacancy and that there is a Potential Candidate from the Peru school district, additional information will be forthcoming.

PREVIOUS
MINUTES

Mr. Harriman Sr. moved, seconded by Mr. Murdock, to approve the minutes of the October 13, 2021 regular meeting as presented. All Board Members present voted yes—motion carried.

CONSENT
AGENDA
FINANCIAL

Mr. Harriman Sr. moved, seconded by Mrs. Boise, 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 October 5, 2021 to November 1, 2021, as presented.

TREASURER'S
REPORTS

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

DONATION

Approve the following Donation:

1. Donation of (2) Waste and Recycling Trucks from Casella Waste Management of NY, Inc., with an estimated total value of \$26,650. This donation will benefit the Heavy Equipment/Diesel Mechanics Technology Program and the CDL Class B Training Course (CV-TEC).

BUDGET
INCREASE

Approve the following Budget Increase:

1. Library Media Services budget from \$289,899 to \$339,899 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. (CoSer 508 – ISC)

AGREEMENT
AMENDMENT

Approve the amended Agreement between Clinton-Essex-Warren-Washington BOCES and Educational Vistas, Inc. The amended agreement is corrected for changes to "Schedule A-3 to 8 Scoring." These changes accommodate certain updated exam dates and include more specific overnight delivery terms for exams received during the make-up period, and after the second pick-up. The original agreement was approved at the October 13, 2021 CVES Board Meeting per the following recommendation: 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)

CONTRACTOR/
CONSULTANT
AGREEMENT

Approve the following Contractor/Consultant Agreement:

Agreement between Clinton-Essex-Warren-Washington (CEWW) BOCES and Tom J. Bull Presentations and Consultation for the purpose of obtaining 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 \$2,000 each, half-day Workshops will bill at a rate of \$1,000 each, and Executive Coaching and Consultation Services will bill at an hourly rate of \$250 per hour. Agreement services will be scheduled as needed upon the mutual agreement of the parties with the total annual expenditure under the contract not anticipated to exceed \$7,000. (Special Education)

COOPERATIVE
BIDDING
RESOLUTION

Approve the following Cooperative Bidding Resolution:

WHEREAS, a number of Boards of Cooperative Educational Services (BOCES) and School Library Systems (SLS) require software and database access

WHEREAS, Clinton-Essex-Warren-Washington (CEWW) BOCES is desirous of participating with other BOCES and SLS in New York State in cooperatively procuring the software and database access, as authorized by General Municipal Law, Section 119-o, and

WHEREAS, The C-E-W-W BOCES wishes to appoint the Albany-Schoharie-Schenectady-Saratoga BOCES (Capital Region BOCES) to advertise for, receive competitive proposals, and award contracts on their behalf; therefore

BE IT RESOLVED, C-E-W-W BOCES hereby appoints the Capital Region BOCES to represent it in all matters relating above, and designates the Daily Gazette Newspaper as the legal publication for all related legal notifications, and,

BE IT FURTHER RESOLVED, that C-E-W-W BOCES authorizes Capital Region BOCES to represent it in all matters leading up to and including the entering into a contracts for the purchase of the above mentioned software and database access, and,

BE IT FURTHER RESOLVED, That C-E-W-W BOCES agrees to (1) abide by majority decisions of the participating districts; (2) abide by the award of the Capital Region BOCES Board; (3) and that after the award of contracts it will conduct all negotiations directly with the awarded contractors.

OLD BUSINESS

Audit Committee Meeting Minutes from the May 11, 2021 meeting were shared with the Board.

CONSENT
AGENDA
PERSONNEL

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

RESIGNATION
FOR THE PURPOSE
OF RETIREMENT
BURDO

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

1. Amy Burdo, Adult Literacy Coordinator, effective May 7, 2022

RESIGNATIONS
EMERSON,
SPADAFORA,
VELAZQUEZ

Accept the following letter(s) of Resignation:

1. Shendara Emerson, Teacher Aide/Student Aide, Effective October 14, 2021
2. Brittney Spadafora, Teaching Assistant, Effective October 30, 2021
3. Luis Velazquez, Teacher Aide/Student Aide, Effective November 5, 2021

FOUR-YEAR
PROBATIONARY
APPOINTMENT
MORSE

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

1. Britteny Morse, Teaching Assistant, Effective September 1, 2021, Annual Base Salary of \$25,307.

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

CIVIL SERVICE
PROBATIONARY
APPOINTMENTS
BOBBIE, NEWELL

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

1. Rhonda Bobbie, Teacher Aide/Student Aide, Effective November 15, 2021, Annual Base Salary of \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved), Prorated Salary of \$13,450.25.

2. Emma Newell, Occupational Therapist, Effective November 22, 2021, Annual Base Salary of \$51,000, Prorated Salary of \$33,405.

CIVIL SERVICE
PROVISIONAL
APPOINTMENTS
BULLOCK,
LEAVINE

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

1. James Bullock, Network & Systems Technician, Effective November 1, 2021 Annual Base Salary of \$59,210, Prorated Salary of \$39,625.15

2. Derek Leavine, Accountant (Schools), Effective November 29, 2021, Annual Base Salary of \$42,456, Prorated Salary of \$ 25,147.02

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

PERMANENT
APPOINTMENT
FRENYEA,
DEFAYETTE,
JOLICOEUR

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

1. Angelia Frenyea, Teacher Aide/Student Aide, Effective December 7, 2021
2. Mikayla Defayette, Teacher Aide/Student Aide, Effective December 7, 2021
3. Julie Jolicoeur, Confidential Secretary to the District Superintendent, Effective December 14, 2021

PART-TIME
HOURLY
APPOINTMENTS

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

1. Darlene Richards, COVID-19 Testing Personnel (Clinic Aide), \$30/Hour
2. Barbara Douglas, COVID-19 Testing Personnel (Clinic Aide), \$30/Hour
3. Nanci Satalino, COVID-19 Testing Personnel (Clinic Aide), \$30/Hour

ADULT
EDUCATION
COURSE
INSTRUCTOR

Approve the following Adult Education Course Instructor(s) for the 2021-22 school year:

Adult Education non-contract. \$28/hour
Danielle Jackson

SUBSTITUTES

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

<u>Name</u>	<u>Title</u>
Patti Warner	Lifeguard (pending fingerprint clearance)
Meaghan McKenna	Teaching Assistant (pending fingerprint clearance)
Philip Bean	Teacher (pending fingerprint clearance)
Bailey Marcil	Teacher
Joanna Waters	Food Service Helper (pending fingerprint clearance)
Margo Mitchell	Food Service Helper
Stewart Jerdo	Bus Driver
Luis Velazquez	Teacher Aide/Student Aide

VOLUNTEER
TURNER

Approve the following Volunteer for the 2021-22 school year:

ISC
Ian Turner

MEMORANDUM
OF AGREEMENT
CEWW BOCES &
12-MONTH
SUPPORT UNIT

Mr. Murdock moved, seconded by Mr. Spilling, that the Board approve the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the 12-Month Support Staff that acknowledges added compensation for a Building Maintenance Worker. All Board Members present voted yes—motion carried.

SERVICES
AGREEMENT

Mr. Murdock moved, seconded by Ms. Wotton, that the Board approve the following Services Agreement: Services Agreement between Clinton-Essex-Warren-Washington BOCES and Effective School Solutions, LLC (ESS) for the purpose of obtaining trauma-informed professional development and support services at BOCES Special Education, Plattsburgh and Mineville Campuses. The agreement commences November 11, 2021 and continues through June 30, 2024. The Year 1 services payment to ESS for the dates of November 11, 2021 through June 30, 2022 shall be \$20,550; the Year 2 services payment to ESS for the dates of July 1, 2022 through June 30, 2023 shall be \$19,800; and the Year 3 services payment to ESS for the dates of July 1, 2023 through June 30, 2024 shall be \$19,800. During the term of the agreement, ESS will be available for additional consultation services at an hourly rate of \$150 per hour. (Special Education) All Board Members present voted yes—motion carried.

RESIGNATIONS
RICHARDS,
LEAVINE

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

1. Susan J. Richards, Business Education Teacher, Effective January 1, 2022
 2. Marta Leavine, Account Clerk/Typist, Effective November 15, 2021 to accept the position of Assistant to the Food Service Director.
- All Board Members present voted yes—motion carried.

CIVIL SERVICE
PROBATIONARY
APPOINTMENT
MURRAY

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board appoint the following person(s) to a 52-week Civil Service Probationary Appointment as follows:

1. Eric Murray, Custodial Worker, Effective November 29, 2021, Annual Base Salary of \$31,741, Prorated Salary of \$18,800.44. All Board Members present voted yes—motion carried.

CIVIL SERVICE
PROVISIONAL
APPOINTMENT
LAFRANCA,
LEAVINE

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

1. Joseph LaFranca, Communications & Publications Manager, Effective November 29, 2021, Annual Base Salary of \$56,500, Prorated Salary of \$33,465.38.

2. Marta Leavine, Assistant to the Food Service Director, Effective November 15, 2021, Annual Base Salary of \$38,000, Prorated Salary \$23,969.23.
- All Board Members present voted yes—motion carried.

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

EMPLOYMENT
AGREEMENT
LAFRANCA

Mr. Murdock moved, seconded by Mr. Harriman Sr., that Upon the recommendation of the District Superintendent, the Board ratify the employment agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Joseph LaFranca, Publications & Communications Manager, effective November 29, 2021 through June 30, 2025. All Board Members present voted yes—motion carried.

PART-TIME
HOURLY
APPOINTMENTS

Mr. Murdock moved, seconded by Mr. Spilling, that the Board appoint the following person(s) to a Part-Time Hourly appointment for the 2021-22 school year:

1. Jessie Haywood, COVID-19 Testing Personnel (Clinic Aide), \$30/Hour
 2. Brooke Sorrell, COVID-19 Testing Personnel (Clinic Aide), \$30/Hour
- All Board Members present voted yes—motion carried.

SUBSTITUTE

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board approve the following Substitutes and Temporary-On-Call for the 2021-22 School Year:

<u>Name</u>	<u>Title</u>
Ralph Besaw	Bus Driver

All Board Members present voted yes—motion carried.

MEMORANDUM
OF AGREEMENT
CEWW BOCES &
12-MONTH
SUPPORT UNIT

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board approve the Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the 12-Month Support Staff that acknowledges the addition of the Assistant to the Food Service Director position. All Board Members present voted yes—motion carried.

STRATEGIC PLAN
UPDATE

A District Planning Team (DPT) check-in meeting will be held on December 7th, which will help to determine next steps for the 2021-22 Strategic Plan. Divisional work is underway, and future planning will include considerations for facilitation options for the next school year.

Dr. Davey acknowledged the retirement of Amy Burdo, Adult Literacy Coordinator, and thanked her for her 22-years of service at CVES.

NEXT BOARD
MEETING

The next Board meeting will be held on Wednesday, December 8, 2021, in Plattsburgh. An anticipated Executive Session will begin at 7:30 p.m., with the monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mr. Harriman, Sr. to adjourn the meeting at 8:47 p.m. All Board Members present voted yes—motion carried.

DRAFT

ENC. 3

MEMO

To: Meaghan Rabideau, BOCES Board Clerk
Clinton-Essex-Warren-Washington BOCES
From: Angela Jennette, Claims Auditor
Date: November 29, 2021
Re: Report for Board Agenda for December 8, 2021, Meeting

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

<u>Warrant No. & Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #19 - 11/04/2021	*Check Nos: 236482-236531** *ACH Payments: ACH002438-ACH002463	\$ 618,449.82
W #20 - 11/11/2021	*Check Nos: 236533** 236561-236631** *ACH Payments: ACH002464-ACH002500	\$ 1,451,074.25
W #21 - 11/18/2021	*Check Nos: 236633-236681 *ACH Payments: ACH002501-ACH002518	\$ 594,419.90

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

IRS-EFTPS:

PR #9- Wire #941-102921- Warrant #19;
PR #10- Wire #941-111521- Warrant #21;

Health Ins. Monthly:

Wire #HINS112021- Warrant #20;

NYS Promptax:

PR #9- Wire #NYS-102921- Warrant #19;
PR #10- Wire #NYS-111521- Warrant #21;

Omni Financial Group:

PR #10- Wire #OMN-111521- Warrant #20;

NYS Office of Comptroller ERS Retirement & Loans: PR #8&9-Wire #ERS-OCT21-Warrant #19;

Health Insurance Consortium Payments:

11/8/21	\$ 1,970,853.65
11/16/21	\$ 1,798,653.99
11/22/21	\$ 876,057.89

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

Internal Claims Auditor
(Signature) _____



CC: Eric Bell
Christine Myers

<u>Date</u>	<u>Warrant</u>	<u>Vendor #</u>	<u>Claim Audit Finding:</u>	<u>Summary Business Office Response:</u>	<u>Resolution/Options:</u>
11/03/21	Pending W#19	152	Invoice over 2.5 months old.	Division held packing slips while waiting for an invoice in error. Employee will be informed to forward packing slips to accounts payable immediately upon receipt.	Approved for final warrant.
11/03/21	Pending W#19	2024	Invoice over 3.5 months old.	Oversight by Accounts Payable.	Approved for final warrant.
11/04/21	Final W#19				\$618,449.82
11/10/21	Pending W#20	499000	Incorrect coding on schedule.	Coding corrected.	Approved for final warrant.
11/10/21	Pending W#20	13460	Per Wellness Policy items not allowed without justification.	Obtained justification from Director.	Approved for final warrant.
11/12/21	Final W#20				\$1,451,074.25
11/17/21	Pending W#21	14796	Incorrect coding on schedule.	Coding corrected.	Approved for final warrant.
11/17/21	Pending W#21	12532	Invoice over 60 days.	Invoice not received in accounts payable timely.	Approved for final warrant.
11/17/21	Pending W#21	14388	Missing Ok to Pay.	Will obtain Ok to Pay.	Removed from final warrant.
11/18/21	Final W#21				\$594,419.90

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

<u>1. CHECKING ACCOUNTS</u>		Cash Balance	Cash Receipts	Cash Disbursements	Cash Balance	Cash Receipts	Cash Disbursements	Cash Balance
		September 30, 2021	October	October	October 31, 2021	Year To Date	Year To Date	October 31, 2021
<u>TD Bank - Depository</u>								
General Fund	\$	4,296,079.25	\$ 4,196,518.66	\$ 2,382,764.06	\$ 5,509,833.85	\$ 17,578,389.49	\$ 16,266,225.28	\$ 5,509,833.85
Special Aid Fund	\$	(714,260.22)	\$ 194,171.17	\$ 212,802.49	\$ (732,891.54)	\$ 806,906.16	\$ 1,253,491.20	\$ (732,891.54)
School Lunch Fund	\$	61,590.99	\$ 31,608.75	\$ 21,484.59	\$ 71,715.15	\$ 106,980.14	\$ 67,505.32	\$ 71,715.15
Capital Fund	\$	10,063,616.62	\$ -	\$ 466,636.77	\$ 9,596,979.85	\$ 866,205.84	\$ 4,309,397.38	\$ 9,596,979.85
Special Revenue Fund (Excluding ExtraClassroom)	\$	14,565.95	\$ 85.88	\$ -	\$ 14,651.83	\$ 1,793.52	\$ 2.50	\$ 14,651.83
<u>TD Bank - Operating</u>								
General Fund	\$	354,209.27	\$ 3,688,378.26	\$ 3,690,057.15	\$ 352,530.38	\$ 21,031,697.25	\$ 20,912,365.46	\$ 352,530.38
<u>SAVINGS ACCOUNTS</u>								
<u>NYCLASS</u>								
Capital Fund	\$	-	\$ -	\$ -	\$ -	\$ -	\$ 655.30	\$ -
Special Revenue Fund	\$	21,715.61	\$ 0.60	\$ -	\$ 21,716.21	\$ 401.79	\$ 1,250.00	\$ 21,716.21
TOTAL CASH ON HAND	\$	14,097,517.47			14,834,535.73	40,392,374.19	42,810,892.44	14,834,535.73

<u>ii. RECONCILIATION TO BANK STATEMENTS</u>		October 31, 2021	Add: Deposits In Transit	Less: Outstanding Checks	October 31, 2021
		Bank Balance			Cash Balance
TD BANK - MUNICIPAL CHECKING - OPERATING	\$	1,011,987.79	\$ -	\$ (659,457.41)	\$ 352,530.38
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$	5,294,033.17	\$ 621,368.41	\$ -	\$ 5,915,401.58
TD BANK - MUNICIPAL CHECKING - CAPITAL PROJECT DEPOSITORY	\$	8,544,887.56	\$ -	\$ -	\$ 8,544,887.56
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	\$	12,281.13	\$ -	\$ -	\$ 12,281.13
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	\$	7,012.48	\$ -	\$ -	\$ 7,012.48
TOTAL CASH ON HAND	\$	14,834,535.73	40,392,374.19	659,457.41	14,834,535.73

GENERAL FUND INTEREST RECEIVED 7/01/21 - 10/31/2021 \$ 2,609.22
 CAPITAL FUND INTEREST RECEIVED 7/01/21 - 10/31/2021 \$ 6,258.94

PREPARED BY:

Christine Myers
 Christine Myers, District Treasurer

DATED:

11/30/21

TOTAL CASH ON HAND

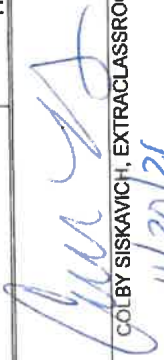
\$ 14,834,535.73

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

FOR THE PERIOD 10/01/2021 TO 10/31/2021

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

10/31/2021 Bank Balance \$ 11,665.01
 Add: Deposits in Transit \$ -
 Less: Outstanding Checks \$ 11,665.01


 COLBY SISKAVICH, EXTRACLASSROOM TREASURER
 DATE 11/30/21

ENC. 7

CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter "BOCES") and Learn Thru Movement Inc., dba Math & Movement hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described in "*Appendix A – Scope of the Work*" hereinafter "SERVICES" during the period of November 1, 2021 through August 31, 2022.

Learn Thru Movement Inc., dba Math & Movement 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:** Learn Thru Movement Inc., dba Math & Movement is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. Learn Thru Movement Inc., dba Math & Movement shall perform the SERVICES described above, all such SERVICES being the responsibility of the Learn Thru Movement Inc., dba Math & Movement and those in the Learn Thru Movement Inc., dba Math & Movement's employ.
3. Learn Thru Movement Inc., dba Math & Movement is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Learn Thru Movement Inc., dba Math & Movement represents and warrants that neither Learn Thru Movement Inc., dba Math & Movement nor any of Learn Thru Movement Inc., dba Math & Movement's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Learn Thru Movement Inc., dba Math & Movement 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. Learn Thru Movement Inc., dba Math & Movement 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:** Learn Thru Movement Inc., dba Math & Movement agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. Learn Thru Movement Inc., dba Math & Movement 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. Learn Thru Movement Inc., dba Math & Movement's fee shall be all inclusive, and shall be limited to the terms laid out in Appendix B attached and paid as follows: BOCES will render payment within 30 days after receipt of Learn Thru Movement Inc., dba Math & Movement's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
9. **INDEPENDENT CONTRACTOR:** Learn Thru Movement Inc., dba Math & Movement 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:** Learn Thru Movement Inc., dba Math & Movement 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 Learn Thru Movement Inc., dba Math & Movement with Internal Revenue Service Form 1099. Learn Thru Movement Inc., dba Math & Movement is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. **PAYMENT:** Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. **GOVERNING LAW:** This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. **EXECUTORY CLAUSE:** BOCES shall have no liability under this AGREEMENT to the Learn Thru Movement Inc., dba Math & Movement or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** This AGREEMENT will terminate upon submission by Learn Thru Movement Inc., dba Math & Movement of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT if enrollment does not reach 20 participants per group or upon failure of Learn Thru Movement Inc., dba Math & Movement to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules, or regulations by Learn Thru Movement Inc., dba Math & Movement.

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

Date: _____

Date: 11/10/2021

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

Learn Thru Movement Inc., dba Math & Movement

By: _____
Michael St. Pierre/Board President

By: 
Contractor

By: _____
Mark Davey/District Superintendent

CLINTON, ESSEX, WARREN, WASHINGTON COUNTIES BOARD OF EDUCATIONAL SERVICES

Appendix A: Scope of Work

We will offer ten one-hour virtual training sessions for up to 100 participants. Please note that in order for us to run the program successfully, there needs to be at least 20 participants in each group. There will be *no charge* to CLINTON, ESSEX, WARREN, WASHINGTON COUNTIES BOARD OF EDUCATIONAL SERVICES if the workshop(s) are cancelled by January 7, 2022 due to low enrollment.

20 Minimum Participants Per Group

Each participant will receive a kinesthetic floor mat and a "Hop to Success with the NYS Next generation Learning Standards" book. Kindergarten and Pre-K teachers have the option to opt for other resources (please see quote 3076).

There are two options for delivering materials to individual teachers.

A: All materials for the course will be mailed to Champlain Valley BOCES. Upon receiving the items, Champlain Valley BOCES will then distribute the materials to each participant. (min materials will be sent plus additional mats if enrollment exceeds 20 participants). Please note that if additional materials are requested we will need at least seven business days to process the order.

B: Participants can [go to this link](#) and enter coupon code **PLAY** to claim their skip counting mat and ebook for their course. The mat and book level will depend on their grade level. All materials will then be delivered directly to the participant's preferred address.

PreK-Grade 2 Virtual Meetings

Date	Time	Title
January 10th	3:00-4:00	Introduction to Play-Based Learning Strategies to Enhance Numeracy in Grades PreK-2
February 7th	3:00-4:00	Play-Based Learning Strategies for Teaching Counting, Cardinality, Operations, and

		Algebraic Thinking
March 7th	3:00-4:00	Play-Based Learning Strategies for Teaching Number and Operations in Base Ten (Part 1)
April 4th	3:00-4:00	Play-Based Learning Strategies for Teaching Number and Operations in Base Ten (Part 2)
May 2nd	3:00-4:00	Play-Based Learning Strategies for Teaching Measurement, Data and Early Geometry Skills

Grade 3 - 5 Virtual Meetings

Date	Time	Title
January 24th	3:00-4:00	Introduction to Play-Based Learning Strategies to Enhance Numeracy in Grades 3-5
February 28th	3:00-4:00	Play-Based Learning Strategies for Teaching Operations and Algebraic Thinking
March 21st	3:00-4:00	Play-Based Learning Strategies for Teaching Number and Operations in Base Ten
April 18th	3:00-4:00	Play-Based Learning Strategies for Teaching Numbers and Operations - Fractions
May 16th	3:00-4:00	Play-Based Learning Strategies for Teaching Measurement, Data, and Geometry

PreK - Grade 2 Webinar Descriptions

Introduction to Play-Based Learning Strategies to Enhance Numeracy in Grades PreK-2

Brain scientists have identified that movement is essential for enhanced brain function, circulation, focus, concentration, learning, and retention.

In this one-hour virtual training, you will learn efficient teaching and learning strategies that make math fun and engaging, promote equity, allow students to make up for the lost learning due to the COVID-19 pandemic, strengthen SEL

and provide suggestions for supporting parents' efforts to help their children. The training will serve as an introduction to a series of webinars that provide exploratory and movement-based learning activities that align with the Next Generation Learning Standards.

Target Audience: for Pre-K-2nd Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Play-Based Learning Strategies for Teaching Counting, Cardinality, Operations, and Algebraic Thinking

The session will build upon the foundation laid within our first session by including strategies for incorporating movement into instruction. In this session, we will build your repertoire of math movements, explain the process of developing math movements and introduce videos that include a variety of math movements. You will be introduced to exploratory learning games and kinesthetic activities to help your students engage in the process of learning mathematics and build foundational math skills in counting, cardinality, and operations. A strong foundation in these skills will help your students tackle more challenging algebraic concepts as they are introduced in later math classes.

Target Audience: for Pre-K-2nd Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Play-Based Learning Strategies for Teaching Number and Operations in Base Ten (Part 1)

In this webinar, we will discuss how exploratory learning, games, and kinesthetic activities can help students build number sense. We will explore the amazing hundred number grid and how play-based teaching can engage students in active learning. Topics include strategies for adding and subtracting one and ten, building fluency for addition and subtraction, comparing whole numbers, and building students' understanding of numbers in terms of tens and ones.

Target Audience: for Pre-K-2nd Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Play-Based Learning Strategies for Teaching Number and Operations in Base Ten (Part 2)

This webinar will include how exploratory learning, games, and kinesthetic activities can help students understand the *Number and Operations in Base Ten*

domain of the NYS Next Generation Learning Standards. Place value will be introduced, and you will learn strategies to help students understand that digits in each place represent ones, tens, hundreds, or thousands. We will also share engaging strategies for students to build fluency in addition and subtraction within 100, skip counting, and solving real-world problems.

Target Audience: for Pre-K-2nd Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Play-Based Learning Strategies for Teaching Measurement, Data and Early Geometry Skills

This webinar will include how exploratory learning, games, and kinesthetic activities can help students understand the *Data and Measurement and the Geometry* domains of the NYS Next Generation Learning Standards. Topics include building math vocabulary, recognizing shapes, data, and measurements, composing shapes into other shapes, and solving real-world problems using early geometry skills.

Target Audience: for Pre-K-2nd Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Grade 3-5 Webinar Descriptions

Introduction to Play-Based Learning Strategies to Enhance Numeracy in Grades 3-5

Brain scientists have identified that movement is essential for enhanced brain function, circulation, focus, concentration, learning, and retention.

In this one-hour virtual training, you will be introduced to efficient teaching and learning strategies that make math fun and engaging, promote equity, and allow students to make up for the lost learning due to the COVID-19 pandemic. The training will serve as an introduction to a series of webinars that provide exploratory and movement-based learning activities that align with the Next Generation Learning Standards.

Target Audience: for 3rd-5th Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Play-Based Learning Strategies for Teaching Operations and Algebraic Thinking

Many students fail to develop multiplication fluency during the third grade, which hinders their math confidence and algebraic thinking skills in subsequent years. This interactive presentation offers kinesthetic strategies that develop multiplication fluency. Similar to learning to play a musical instrument or a sport, multiplication fluency requires repetition for most children. This presentation will provide simple steps and practical suggestions on how to infuse enjoyable movement into math practice to ensure that your students develop multiplication fluency. Strategies included in the webinar can be used to support 4th and 5th-grade students in need of enhancing their multiplication fluency.

Target Audience: for 3rd-5th Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Play-Based Learning Strategies for Teaching Number and Operations in Base Ten

This webinar will include how exploratory learning, games, and kinesthetic activities can help students understand the *Number and Operations in Base Ten* domain of the NYS Next Generation Learning Standards. Topics covered will include classifying place value, identifying expanded form, using place value to add and subtract numbers, rounding numbers, telling time, elapsed time, comparing multi-digit numbers with greater than, equal to, and less than symbols, understanding exponents, reading and writing decimals, comparing decimals with using symbols, and solving real-world problems that concern the operations listed above.

Target Audience: for 3rd-5th Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Play-Based Learning Strategies for Teaching Numbers and Operations—Fractions

This webinar will include how exploratory learning, games, and kinesthetic activities can help students understand fractions. Topics covered will include how fractions can be decomposed into unit fractions, identifying equivalent fractions and fractions that are greater than, less than, or equivalent to $\frac{1}{2}$ and one whole, comparing fractions, multiplying a fraction by a whole number, adding and subtracting fractions with like and unlike denominators, simplifying fractions, developing fluency with fractions, making reasonable estimates of fractions, and solving word problems that involve fractions.

Target Audience: for 3rd-5th Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Play-Based Learning Strategies for Teaching Measurement, Data and Geometry

In this webinar, we will discuss how exploratory learning, games, and kinesthetic activities can help students understand how to determine the area and perimeter of shapes, connect multiplication to area, represent and interpret data, understand volume, decompose three-dimensional shapes, develop an understanding of angles and angle measures, classify polygons by examining sides and vertices, and solve real-world problems related to geometrical concepts.

Target Audience: for 3rd-5th Grade Educators, AIS Math Teachers, Math Coaches, and Special Education Teachers

Appendix B: Costs

Webinars

- 5-part series of webinars for Pre-K-2nd Grade educators: \$1500 (\$300 per 1-hour session)
- 5-part series of webinars for 3rd-5th Grade educators: \$1500 (\$300 per 1-hour session)

Materials

Participants will receive materials based on their grade level.

PreK - 2nd Grade educators will receive a "Skip Counting By Twos" Mat. \$40 per participant.

3rd-5th Grade educators will receive a "Skip Counting By Threes" Mat. \$40 per participant.

*PLUS a Hop to Success Book based on their grade level. (only applies to grades 1-5)
Cost = \$39.95 per participant.*

PreK and Kindergarten participants will receive the following ebook files:

- The ABCs of Math & Movement PLUS Video Access
- Kindergarten Common Core Lesson Plan
- The Math & Movement Training Manual

Cost = \$39.95 per participant

ENC. 8

Recommend that the Board approve the following Agreement:

Agreement between Clinton-Essex-Warren-Washington BOCES (BOCES) and the Clinton County Sheriff's Office (County) under which the County will provide the services of a School Resource Officer (SRO) at BOCES from January 1, 2022 through June 30, 2022 for a total amount not anticipated to exceed \$20,000. (Administration) (attached)

ENC. 9

Recommend that the Board increase the proposal cost from Schoolhouse Construction Services, LLC of Delhi, New York for Construction Management Services for the CVES voter approved Capital Project in the amount of \$8,500 as an allowance for General CM Office Supplies and Resources. The original proposal cost of \$720,000 was approved at the October 10, 2019 Board Meeting. (Administration) (attached)

ENC. 10

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

1. Daniel Valenzuela, Principal, effective December 13, 2021
2. Stacie Minchoff, Special Education Teacher, effective December 15, 2021
3. Nicole Pierce, Registered Nurse – 40%, effective December 22, 2021
4. Amanda Keefe, Special Education Teacher, effective January 1, 2022

ENC. 11

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

1. Surinderpal Gill, Teacher Aide/Student Aide, unpaid leave, December 1, 2021 through March 31, 2022
2. Nicole Santaniello, School Counselor, unpaid leave, December 3, 2021 through February 13, 2022

ENC. 12

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

1. Name: Amelia Whalen
Position: Teacher Aide/Student Aide
Effective Date: November 29, 2021
Tentative Permanent Date: November 29, 2022
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
Prorated Salary: \$12,553.57

ENC. 12 CONTINUED

2. Name: Vickie Trudeau (*pending fingerprint clearance*)
Position: Teacher Aide/Student Aide
Effective Date: December 13, 2021
Tentative Permanent Date: December 13, 2022
Annual Base Salary: \$17,844 (Salary may increase once contractual agreement for 2021-22 is approved)
Prorated Salary: \$11,656.88
3. Name: Philip Bean
Position: Occupational Therapist – 70%
Effective Date: November 22, 2021
Tentative Permanent Date: November 22, 2022
Annual Base Salary: \$49,784
Prorated Salary: \$ 22,825.96

ENC. 13

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

1. Jessica Lagree, Account Clerk/Typist, effective January 19, 2022

ENC. 14

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

1. Name: Heather Ford
Position: Teaching Assistant
Effective Date: November 29, 2021 – June 30, 2022
Certification Status: Uncertified
Annual Base Salary: \$25,307
Prorated Salary: \$17,967.98

ENC. 15

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
Todd Everleth not to exceed 50 hours

ENC. 16

Recommend the Board approve the following Facilitators for the 2021-22 school year:

Facilitator, \$30/hour
Penny Bowers
Melissa Seymour

ENC. 8

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

This agreement, made this ___ day of _____, 20___ is by and between the Clinton County Sheriff’s Office, “County” herein, and Champlain Valley Educational Services, “CVES” herein, with principal offices at located 1585 Military Turnpike, Plattsburgh, NY 12901.

The Clinton County Sheriff’s Office shall provide CVES with a deputy sheriff, who shall be and remain an employee of the County at all times during the period of this Agreement, for the position of School Resource Officer. CVES shall reimburse the County for said services in accordance with the current Collective Bargaining Agreement, currently \$22 per hour plus FICA. The County will bill CVES monthly with backup showing the total hours worked by the deputy. CVES will reimburse Clinton County for job-related training of the SRO, including the cost of the training and hourly wage & FICA paid to the SRO for the training, not to exceed \$2,500. This contract shall commence January 01, 2022 and shall remain in effect through June 30, 2022.

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

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

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

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

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

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

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

Definition of a School Resource Officer (SRO):

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

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

SIGNATURE OF THE PARTIES:

Champlain Valley Educational Services

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

APPROVED BY:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____ Date: _____
 Deputy County Administrator

APPROVED AS TO LEGAL FORM:

By: _____ Date: _____
 County Attorney

COUNTY OF CLINTON

By: _____ Date: _____
 Chairperson
 Clinton County Legislature

DRAFT AIA® Document C132™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the twentieth day of November in the year Two Thousand Nineteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Clinton-Essex-Warren-Washington BOCES (CEWW BOCES)
P.O. Box 455
Plattsburgh, NY 12901

and the Construction Manager:

(Name, legal status, address and other information)

Schoolhouse Construction Services, LLC
22 Clinton Street
Delhi, NY 13753

for the following Project:

(Name, location and detailed description)

A capital improvement project (the "Project") consisting of the acquisition of approximately 17 acres of land and related buildings and structures comprising the CEWW BOCES' Satellite Branch Campus, 518 Rugar Street, Plattsburgh, NY (the "Satellite Branch Campus") which the CEWW BOCES currently leases and approximately 20 acres adjacent thereto for future expansion, the construction of certain renovations, alternations, additions and improvements to the building and structures located at the CEWW BOCES's Plattsburgh Main Campus at 1585 Military Turnpike Extension, Plattsburgh, NY, the Satellite Branch Campus and the Mineville Campus, 3092 Plank Road, Mineville, NY including related demolition, construction, renovations, site improvements, general, mechanical, electrical, plumbing and abatement work. Refer to the attached Scope of Work for details of the project.

The Architect:

(Name, legal status, address and other information)

Tetra Tech Engineers, Architects, and Landscape Architects, P.C.
d/b/a Tetra Tech Architects & Engineers
Cornell Business & Technology Park
10 Brown Road
Ithaca, NY 14850

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Estimated Construction Budget Subtotal:	\$16,704,204
Abatement Allowance:	\$500,000
Design & Construction Contingencies:	\$3,440,841
Cost Escalation:	\$2,270,955
Estimated Total Construction Cost (TCC):	\$22,916,000

Incidental Budget	\$5,729,000
Acquisition of Satellite Campus (17 Acres):	\$1,035,000
Acquisition of Additional Land (20 Acres):	\$170,000
Estimated Total Project Cost (TPC):	\$29,850,000
Referendum Amount:	\$29,850,000

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

"Project" as Described on Page 1 of the AIA C132-2009

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Approximately \$23,600,000 (Project costs cannot exceed Referendum Amount)

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Design Package Ready for Bidding: December 16, 2019

.2 Commencement of construction:

Commencement of Construction: April 2020

.3 Substantial Completion date or milestone dates:

Substantial Completion: September 2021

.4 Other:

Project Closeout: November 2021

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitive bid, multiple prime contractors in accordance with Wicks Law, General Municipal Law

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

In accordance with Wicks Law, the following Prime Contracts are intended for the Project:

- General Construction
- Site Construction
- Roofing
- Mechanical
- Electrical
- Plumbing
- HVAC Controls (TBD)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Dr. Mark Davey, District Superintendent
P.O. Box 455
Plattsburgh, NY 12901
Phone: (518) 561-0100

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

Mr. Eric Bell, Assistance Superintendent of Management Services

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User Notes:

(942886962)

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P.O. Box 455
Plattsburgh, NY 12901
Phone: (518) 957-2230

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:

(List name, legal status, address and other information.)

.1 Land Surveyor: Bolton Land Surveying, PC
386 Scott Road
Sandy Creek, New York 13145

.2 Geotechnical Engineer:

Dente Group
594 Broadway
Watervliet, NY 12189

.3 Wetlands Delineation:

North Country Office
375 Bay Road
Queensbury, NY 12804

.4 Other: The Chazen Companies

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

Atlantic Testing Laboratories
130 Arizona Avenue, Suite 1540
Plattsburgh, NY 12903

Consultants To Be Determined

- Hazardous Material Abatement Design and Monitoring
- Stormwater **Hazardous Materials Survey & Testing**
- Pollution Prevention Plan (SWPP) Monitor
- 3rd Party Construction Testing & Special Inspections
- HVAC Commissioning Agent

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Mr. Eric P. Robert, President
22 Clinton Street
Delhi, NY 13753
Phone: (607) 437-6971

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

See Enclosed Construction Management Staffing Plan, dated October 7, 2019

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

EV

- .1 Cost Estimator:
(List name, legal status, address and other information.)

The Riordan Management Group
Mr. Brian C. Watson
616 Jennings Street
Endicott, NY 13760

- .2 Other consultants:

N/A

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

N/A

§ 1.1.15 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however N/A, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.2.1 Services provided by the Construction Manager will be performed in accordance with applicable state, federal, and local laws, codes, regulations and ordinances.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as amended. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.3.1 The Construction Manager shall supply and commit sufficient personnel (both management and otherwise) to the Project to monitor the Work, record the conditions(s) of the Project and the progress of the Work.

§ 2.3.2 The Construction Manager shall have adequate clerical staff skilled in the construction field to maintain the Project Documents in an orderly manner and to provide timely and accurate correspondence, written meeting minutes, inspection records, daily logs, as well as organized photographic documentation of the progress of the Work.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

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§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million (\$1,000,000) for each occurrence and Two Million (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than one million (\$1,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits, Employers Liability, and NYS Disability Benefits. Proof of coverage must be on the approved form required by the New York State Workers' Compensation Board.

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than two million (\$2,000,000) per claim and in the aggregate. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage must remain in effect for two years following the completion of the work.

§ 2.6.6 Excess Insurance on a "follow-form" basis with limits of Three Million Dollars (\$3,000,000.00) each occurrence and aggregate.

§ 2.6.7 Fidelity Bond for dishonest acts of the Construction Manager's employees with coverage for computer fraud and fund transfer including client coverage.

§ 2.6.8 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. The policy naming CEWW BOCES as additional insured shall:

- .1 Be an insurance policy from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
- .2 The Construction Manager's coverage shall be primary and non-contributory coverage for CEWW BOCES, its Board, employees and volunteers.
- .3 Additional insured status shall be provided by standard or other endorsements that extend coverage to CEWW BOCES for both on-going (CG 20 10) and completed operations (CG 20 37). The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the certificate of insurance.
- .4 CEWW BOCES shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with CEWW BOCES. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- .5 The certificate of insurance must describe the specific services provided by the Construction Manager that are covered by the liability policies.
- .6 At CEWW BOCES' request, the Construction Manager 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 Construction Manager will provide a copy of the policy endorsements and forms.
- .7 A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance.
- .8 The Construction Manager agrees to indemnify CEWW BOCES for any applicable deductibles.

§ 2.6.8.1 The Construction Manager acknowledges that failure to obtain such insurance constitutes a material breach of this Agreement. The consultant is to provide the Owner with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Owner to

object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Owner.

§ 2.6.8.2 The Owner is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Construction Manager further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, including project general conditions and phasing plans to be included in Contract Documents, (3) cost estimates, including independent, in-house detailed project cost estimates at the completion of the construction documents, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule, included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Construction Documents the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make written recommendations for corrective action.

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§ 3.2.8 As the Architect progresses with the preparation of the Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide written recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide written recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors. The Construction Manager shall review and comply with the New York State Department of Education Safety Regulations for the Project.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make written recommendations to the Owner provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction. The Construction Manager shall notify Contractors in writing (with copies to the Architect and Owner) of those items which Construction Manager knows or should be aware require a long lead time to prompt contractors to complete Project on schedule.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages. The Construction Manager shall meet with each Prime Contractor to ensure that each Prime Contractor's schedule of values contains a detailed breakdown of the Prime Contractor's work, showing the value of the materials and labor for each aspect thereof. The Construction Manager shall assist the Architect with the preparation of the form of the payment application the Prime Contractor shall use based on the approved schedule of values.

§ 3.2.16 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.17 The Construction Manager shall work with the Architect and Owner to determine the best bidding strategy for the Project and submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences and walk throughs with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.19 The Construction Manager shall attend bid openings and receive bids, thoroughly evaluate bids, prepare bid analyses and make recommendations to the Architect and Owner for the Owner's award of Contracts or rejection of bids.

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§ 3.2.20 The Construction Manager shall assist the Architect and Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.21 The Construction Manager shall assist the Architect and Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a written staffing plan to the Owner include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents. The Construction Manager shall hold bi-weekly, or as more frequently as may be necessary in the Owner's reasonable discretion, construction meetings with all Prime Contractors. The Construction Manager shall notify the Architect and Owner in writing of any deviation from the Contract Document.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend in writing corrective action, if any, to the Owner and Architect. The Construction Manager shall then hold a meeting with all prime contractors impacted by the Construction Schedule milestone(s) not met and shall coordinate the various primes work activities to have the prime contractors back on track to meet the milestones set forth in the construction schedule.

§ 3.3.6 The Construction Manager shall schedule and conduct regular meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors within three (3) business days of any such meetings. The Construction Manager shall

- .1 Coordinate all utility interruptions with CEWW BOCES administration.
- .2 Provide on-site, continuous day-to-day inspection and supervision of all work in process including second shift, holiday and weekend work.
- .3 Ensure that contractors follow all laws, statutes, codes and regulations during construction and maintain required exit pathways.
- .4 Coordinate all site stored material locations and contractor staging.
- .5 Coordination of all contractors' activities.
- .6 Monitor the quality of the work and verify compliance with plans and specifications. Identify poor

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- quality and non-conforming work for correction by contractors.
- .7 Review contractor safety procedures on an on-going basis.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule. The Construction Manager shall monitor construction schedules and initiate corrective action plans with contractors to stay on schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. The Construction Manager shall advise Owner in writing of unsatisfactory performance by the Contractors. Disputes with a Contractor relating to the execution or progress of the Work or the interpretation of the requirements of the Contract Documents (except interpretations of the drawings and specifications which shall be referred to the Architect) shall be referred to the Construction Manager who may make such written recommendations to the Owner as Construction Manager may deem necessary for the proper execution and timely progress of the Project. Owner, at its discretion, shall take whatever action it deems necessary.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project, given approved Schedules of Values and cost projections from the Prime Contractors and deliver them to the Owner at such times as may be necessary at the Owner's reasonable discretion.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records. The Construction Manager together with the Architect shall also assist the Owner, upon request, with the development and completion of any and all reports required by the State Education Department with respect to the Project.

§ 3.3.12.1 The Construction Manager and Architect shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager in conjunction with the Architect and Owner shall review and certify the amounts due the respective Contractors as follows:

- .1 The Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents, the Contractors are entitled to payment in the recommended amounts, and all necessary lien waivers, certified payrolls, and other required accompanying documents were provided in proper form by the Contractors. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the

Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Construction Manager shall obtain a copy of the Contractors' safety programs, and shall bring any observed deficiencies to the attention of Contractors and Owner by written communication.

§ 3.3.14 The Construction Manager shall use its professional skill and judgment to determine whether the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. If, however, the Construction Manager observes any or action at the site which it believes is improper (including any deviation from the Project or construction schedules) or in violation of applicable law or rules, it shall immediately advise the Owner, in writing.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

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§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Tests and inspections;
- .4 Status report of nonconforming and rejected Work;
- .5 Monthly progress reports shall include narrative updates on key aspects of the project. These updates shall record the latest schedule status of the project, any major developments during the reporting period, field conditions that may have been uncovered, look-ahead activities, and project photographs of the progress,

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate and monitor the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the

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Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals with respect to the Contractors' insurance requirements, the Construction Manager shall monitor all coverages to determine that they are current and that all required supporting documentation is received as to coverages, minimum limits, endorsements and certificates of insurance.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written amendment to this Agreement signed by the Owner and Construction Manager.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance to determine if there are any deficiencies or non-conforming work. In the event any deficiencies or non-conforming work is uncovered, then the Construction Manager shall contact the appropriate Contractor to have the deficiencies or non-conforming work repaired prior to the expiration of the warranty.

§ 3.3.30 Prompt written notice shall be given by the Construction Manager to the Owner and Architect if Construction Manager becomes aware of any defect in the work performed by the Contractors or of Contractor's non-conformance with the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	N/A	
§ 4.1.2 Architectural interior design (B252™-2007)	N/A	
§ 4.1.3 Tenant-related services	N/A	
§ 4.1.4 Commissioning (B211™-2007)	N/A	
§ 4.1.5 LEED® certification (B214™-2012)	N/A	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	N/A	
	N/A	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

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N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

§ 4.3.3 If the services covered by this Agreement have not been completed by December 31, 2021, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall, with the assistance of the Architect and Construction Manager, establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as amended. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services. It is understood that there will be some decisions that will be beyond the authority of the designated representative and that require review and/or action by the Owner's Board of Cooperative Educational Services; in such circumstances it is understood that making the required decision may take a longer period of time.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and

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adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility

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of the Owner. The Construction Manager acknowledges that the Owner is bound by law not to exceed the Referendum Amount for the Project.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's professional judgment. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the

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parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be

Litigation in a court of competent jurisdiction

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

§ 9.7 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reimbursable expenses incurred through the date of termination.

§ 9.7.1 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

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User Notes:

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§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

\$75,000 (Preconstruction Phase to be conducted from October 2019 to April 2020)

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

\$605,000 (Construction services to be performed from March 2020 to October 2021 - \$575,000 and close-out services to be performed from November 2021 through December 2021 - \$30,000)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

ER

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

Overtime (OT) Allowance for On-Site Supervision During Extended Workdays and Weekends = \$40,000
Applicable Labor Rate = \$82.50 for CM Title | Base with OT = \$123.75 for CM Title

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus ~~ten~~ percent (11%), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
President	\$145.00
Sr. Project Manager	\$125.00
Project Manager	\$110.00
Sr. Construction Manager	\$95.00
Construction Manager	\$82.50
Project Coordinator	\$77.50
Estimator (Riordan Management Group)	\$150.00

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents;
- .3 Postage, handling and delivery;
- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Professional photography, and presentation materials requested by the Owner;
- .6 Other similar Project-related expenditures; and
- .7 Allowance for General CM Office Supplies and Resources = \$8,500

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ~~ten~~ percent (11%) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~thirty~~ (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

Four (4) % per annum

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

ER

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: To the fullest extent permitted by law, the Construction Manager and Contractor (or subcontractor) shall defend, indemnify, keep and hold the Owner, the Architect and the agents, partners, principals and employees of any of them from and against claims, damages, losses, penalties, actions, suits, judgments or liabilities, including costs expenses and disbursements, legal or otherwise, to which they may be subject because of any act or omission of the Construction Manager or contractor, their respective agents, employees, subcontractors, consultants or permittees in connection with this Agreement. This indemnification will survive the termination of this Agreement whether it is terminated or expired.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser, as amended
- .2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
 - Notice to Bidders – CM Services (Proposal #RFP 20-002), dated 9/6/19
 - Notice to Bidders – CM Services (Proposal #RFP 20-002) Addendum #1, dated 9/13/19
 - Schoolhouse Proposal Summary – Suggested Fee Structure, dated 9/25/19
 - Construction Management Staffing Plan, dated 10/7/19

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)



(Printed name and title)

Lorry Brumb
Board President

CONSTRUCTION MANAGER (Signature)



Eric P. Robert, President

(Printed name and title)

ENC. 17

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>
Mario Bouchard	Teacher
Shelia Nugent	Teacher (<i>pending fingerprint clearance</i>)
Kristy Brehm	Teaching Assistant
Susan Tourville	Teaching Assistant
Sanford Coakley	Long-term Sub Principal, \$400/Day

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: December 2021
RE: **December 2021 Board Report**

November is a month for giving thanks and recognizing the blessings in our lives. Here at ISC we continued to settle into our new space and get to know our colleagues in Management Services. Our Conference Center has hosted several events this month. Each new visitor comments on the professional atmosphere to the space and events that combine in person and virtual are seamless. The virtual experience has been well received by anyone attending through that medium.

WELCOME NEW STAFF

Our Instructional Technology COSER 564 and our School Public Relations COSER 610 and Printing and Duplicating COSER 505 welcomed new staff this month. As we continue to provide excellent services to our component districts, the demand for our support in instructional technology is growing. We are now providing a higher level of support to districts in our southern region and that required the hiring of an additional Network and Systems Technician. This technician is primarily based in Schroon Lake but also provides services to Crown Point and our Mineville campus. We are excited that James has joined our team. Additionally, we have a new tech intern from SUNY Plattsburgh. Ian Turner is an Information Systems major and will graduate in May with a Bachelor of Science degree. He will be spending two days per week supporting our Plattsburgh campus and gaining valuable work experience.

Our Communications and Publications team has been short staffed for several months. As we contemplated how best to fill this vacancy, the decision was made to hire someone with dedicated time to manage the department. This resulted in the creation of the Communications and Publications Manager position. We were fortunate to have several highly qualified candidates for the position. After three rounds of interviews, we were pleased that Joey LaFranca accepted our offer and started work on Monday, November 29.

SCHOOL LIBRARY SYSTEMS EVENTS

An integral part of any school system and our Instructional Services Division is the collaboration with School Library Systems. We are fortunate to have dedicated staff who work within the SLS to support schools on a variety of topics and needs. This month SLS continued work to support teachers interested in pursuing National Board Certification. This learning network is funded by the COVID-19 Response and Learning Grant through NEA. Currently there are six area teachers from four component districts and CVES beginning this journey.

SLS sponsored a workshop entitled, Book Challenge Policies. This workshop was attended by fifteen people representing nine districts and CVES. The purpose of this workshop was to provide school librarians with the tools to support the development of district policies on challenged books and introduce them to proactive approaches to material that could be considered controversial.

SUPPORTING OUR COMPONENT DISTRICTS

During the month of November, Instructional Services workshops were held to provide training in areas as requested by our component districts. Sarah Paquette has been working with several districts to review data. She has also conducted in-district training on the Next Gen Standards in ELA and Math. In collaboration with WSWHE BOCES, Sarah provided a two day turnkey training on the new Computer Science and Digital Literacy standards that are scheduled to be implemented in the Fall of 2022. Training was provided to ELA teachers from three component districts on preparing students for the ELA Regents. Sarah and Amy also traveled to Schroon Lake to provide an overview of the Dignity, Equity, and Inclusion Policy and Culturally Responsive Sustaining Education Framework from NYSED. The overview of DEI established a universal starting point for the district to determine where to go next in this work.

ONGOING COLLABORATION WITH SUNY PLATTSBURGH

We continue to collaborate with SUNY Plattsburgh to provide opportunities for area students to consider themselves future college students. On November 18, a pilot event, "I've Been Admitted to College," was held for a group of about 50 8th graders from Ticonderoga and Saranac. This event was facilitated by Andrea Enyedi and Dean Simard. The goal for the day was to provide 8th graders an experience that would lead them to believe they are future college students. The longterm goal of this program is for all 8th graders in Clinton, Essex, and Franklin Counties to have this opportunity. This initial day was an opportunity to begin conversations about how to provide similar events in the Spring to engage the rest of our area 8th



graders. At the end of the event, each participant was provided a certificate, "I've Been Admitted to College," by President Enyedi.



UPCOMING ISC WORKSHOPS

The following are upcoming events being hosted at ISC. We continue to work with districts and our divisions to ensure our offerings are meeting their needs.

- | | |
|------------|--|
| December 3 | Understanding 504 and the Legal Consequences of Not |
| January 10 | Math and Movement, Play Based Learning Virtual Workshop Pk-2 |
| January 11 | Initial Lead Teacher Evaluator Training, Part 3, Day 2 of 2 |
| January 24 | Math and Movement, Play Based Learning Virtual Workshop 3-5 |

CVES MISSION

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

TO: Dr. Mark C Davey
 FROM: Michele M. Friedman
 DATE: November 23, 2021
 RE: December 2021 Board Report

New Visions Applied Engineering (NVAE) Junior Experience Day

CV-TEC was thrilled to host the New Visions Applied Engineering (NVAE) Junior Experience Day at the Institute for Advanced Manufacturing (CCC) on November 10, 2021. Thirty-seven students from nine high schools in our region participated (Beekmantown, Chazy, Crown Point, Keene, Moriah, Peru, Plattsburgh, Saranac & Willsboro) in the full-day hands-on immersion event. The event was facilitated by industry and academic experts from AEDA, Schluter Systems, Clinton Community College, and CV-TEC.



The New Visions: Applied Engineering (NVAE) Program is a competitive, application-based program offered through CV-TEC for High School Seniors expressing an interest in a post-secondary educational experience in the Field of Engineering. This rigorous one-year exploratory program is for select college-bound seniors planning to major in a field of study in Engineering and/or related fields. The academic curriculum is combined with practical, applied work experience as students engage in STEM concepts at the Institute of Advanced Manufacturing (IAM) and through clinical observations with business & industry partners in the field. The program will incorporate dual enrollment in college and high school credit-bearing coursework with career exploration and Work-Based Learning (WBL) experiences in Applied Engineering. Students will participate in daily ½ day sessions for the course of the school year during the Senior Year. The purpose of this program is to increase student success with determining a college major and career pathway in the Field of Engineering and/or related fields while completing dual high school and college credit-bearing coursework. *(The complete album of photos from the event can be found in our albums section of our Facebook page.)*

CV-TEC NVAE STEM PROJECT IN PARTNERSHIP WITH NCWP & UNIVERSITÄT SEIGEN in Seigen, Germany

The North Country Workforce Partnership, Inc. (NCWP) is working in partnership with the Universität of Seigen, located in Seigen, Germany, on an Authentic STEM Project to foster interest amongst high school students in STEM. The region where Seigen is located is close to Cologne and Bonn, Germany and features a similar environment to the North Country and the Adirondacks.



This pilot project is designed so that teams of students in Germany and the USA work together to solve manufacturing problems using STEM. The goal is to train the workforce of the (digital) future by combining high school education programs in Germany and in the USA at a crossroads between vocational training, higher education, and employment. This is to be done by developing and implementing an *integrated career orientation program*.

The objectives of the Authentic STEM Project include the following:

- Long-term establishment of career-oriented and career-developing content aligned to the school curriculum.
- Insight into problem and process-oriented ways of the internal working of companies.
- Authentic content link between companies and potential schools for attracting apprentices.
- Better alignment of school education and career & technical training / employment.
- International cooperation to create a variety of contents, give insight into transnational problems and expand the repertoire of problem-solving approaches.

By meeting the objectives of the project, the German and US students will have an integrated career orientation program. This will enable the students to enrich their problem-solving skills while being engaged with their respective manufacturing industry while working together in weekly meetings.

The Authentic STEM Program Committee has selected the New Visions Applied Engineering (NVAE) Program students from the CV-TEC Mineville campus to be the pilot group of the Authentic STEM Program. The students will start working on a business-led problem with their German counterparts in February 2022. The project is presently being developed by the Authentic STEM Program Steering Committee, in partnership with the representatives in Germany. Since the first conversation in mid-September, the project has been moving forward rapidly.

The project will allow students to gain a deeper understanding of manufacturing employers in our area. Moreover, the goal is to enable the students to understand career pathway opportunities available in the North Country and entice them to either pursue their studies or credentials in the area or, should they leave, have them return after completing their studies. CV-TEC is thrilled to be a part of this exciting project!

AUTHENTIC STEM PROGRAM STEERING COMMITTEE:

Members of the committee are made up of various businesses, organizations, and schools in the North Country. The following is a list of members of the Steering Committee that is working with representatives from the Universität Seigen:

- | | |
|--|---------------------------------------|
| • Sylvie Nelson, Executive Director | NCWP |
| • Natalie Branosky, Consultant | Natalie Branosky Advisor & Consultant |
| • Michele Friedman, Dir. of Career & Technical Education | CV-TEC |
| • Sherry Snow, Student Services Coordinator | CV-TEC |
| • John Kowal, Ph.D., Administrator in Charge | Clinton Community College (IAM) |
| • Joe Keegan, President | North Country Community College |

- Carol Calabrese, Executive Director
- Russ Kinyon, Director of Economic Development
- Mary Margaret Small, Ph.D., Coordinator, North Country STEM Ecosystem
- Danielle King, Business Development Manager
- Greg Hart, Regional Director for the North Country
- Joel Wood, VP of Strategic Initiatives & Director of NAmTrans
- Susan Matton, VP for Economic Development
- Brian Post, Executive Director Upward Bound
- Sarah Maroun, Interim VP for Academic Affairs

Essex Co. IDA
Franklin Co. IDA
Clarkson University

TDC
Workforce Development Institute (WDI)
North Country Chamber of Commerce

North Country Chamber of Commerce
SUNY-Plattsburgh
North Country Community College

North Country Manufacturing Day



This year, the celebration of the North Country Manufacturing Day (NCMFG Day) returned to CCC's Institute for Advanced Manufacturing (IAM) on Tuesday, November 16, 2021. The in-person event connected our area high school students with local manufacturers. Almost three hundred 11th and 12th grade students (including nearly 150 CV-TEC students) from 15 North Country school districts attended the event, along with nine of the area's most innovative employers.

This year's event featured 13 stations set up throughout the Institute for Advanced Manufacturing at Clinton Community College, each with its own engaging activity. Students rotated through the stations interacting with employers and asking questions to learn more about the rewarding career opportunities that exist in today's innovative manufacturing space. CV-TEC's Student Services Coordinator, Mrs. Sherry Snow served on the Regional Planning Committee and assisted with the development and coordination of the activities of this fantastic event!



Donated Sanitation & Cement Trucks Arrive On Campus

Our CV-TEC Business & Industry Partners Casella Waste Management and Upstone Materials recently donated fleet vehicles to our CV-TEC Heavy Equipment/ Diesel Repair Program and to promote our CDL-A & CDL-B Driving Courses. The custom wraps on all four trucks are SPECTACULAR! We are extraordinarily proud to partner with Casella Waste Management & Upstone Materials Teams and look forward to all the amazing opportunities!



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: December 2021
Re: Board of Cooperative Educational Services Report

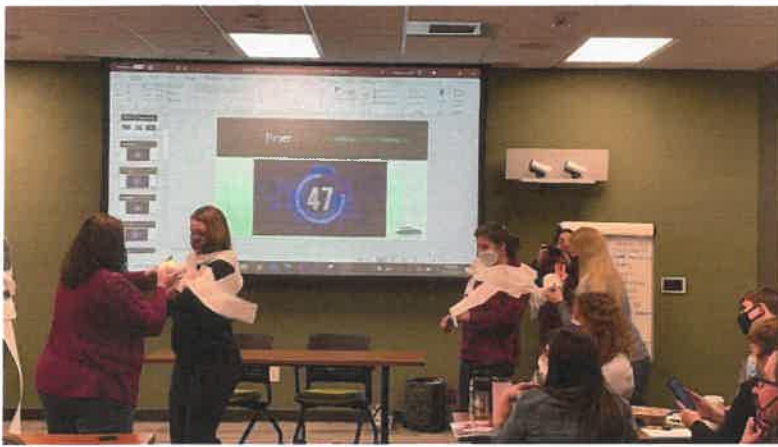
Students “Dress-up” New Entrance Windows on Our Mineville Campus

Under the direction of art teacher extraordinaire, Ms. Palmer, students work in teams to develop holiday décor, painting main entrance windows for all students, staff and visitors to enjoy.



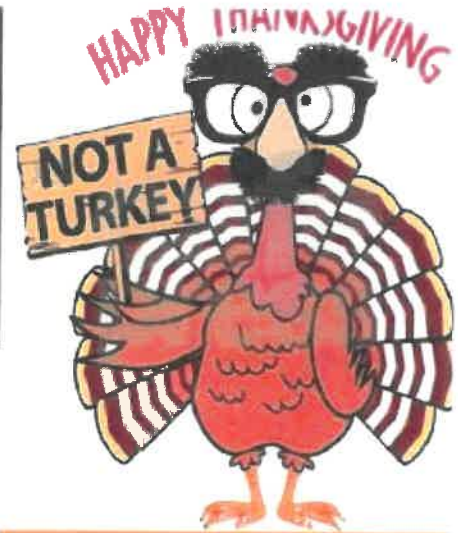
November 12: Superintendent's Day a Huge Success!

This full professional development day was committed to supporting faculty and staff's social and emotional well-being. It was nice to have the entire division together, in-person, and under one roof at our Satellite Campus Conference Center. Tom Bull was our keynote presenter picking up from opening day and focusing on personal well-being through *Safety, Support and Significance*. Christine Peters, Director of Legal and Social Services at Clinton County DSS, followed-up after lunch providing an eye-opening update on recent changes in law affecting all mandated reporters. Finally, we ended the day with a fun and boisterous series of *Minute To Win It* games hosted by Director Slattery and Principal O'Connell. Staff members were chosen at random and given the opportunity to compete in events and win prizes. It was a great way to go into the weekend on a high note and we learned that we have a competitive bunch within the division.



WAF Wellness Newsletter

November 2021



Thankful & Grateful

Happy November!!

Thanksgiving is right around the corner! Whatever your holiday traditions may be, please enjoy your time with family and friends!

One thing CVES is surly thankful for is Mrs. Louise O'Connell!! As you may know Louise will be retiring at the end of this month!!

Louise has graced the halls for 20 years and will leave a lasting impression on the many students and staff she has worked with!!

Congratulations Louise!! Enjoy every moment of retirement!! You will be missed!



November Birthdays!!

(That I know of)

Nancy Davidson

Tina Bordeau

Melissa Smith

Tabby Imondi

Rhona Stoffel

Allison Bola

Jacob Cummings

Aimee Lobdell



Thanksgiving Day Traditions

Thanksgiving Day holds different meanings and traditions for everyone. For some its all about the delicious food and for others its about getting together with family and friends and simply enjoying their company and showing thanks for all the blessings in their life.

A few of our CVES Staff shared how they spend their Thanksgiving Day!

- ❖ Our most consistent tradition is to eat way too much, lol. We start with appetizers around 11 and just keep eating until well into the evening. As a child though, Thanksgiving was an event with our extended family getting together at either my grandmother's or our house. Aunts, Uncles, cousins, all gathered for the holiday, and I remember it fondly. We usually ended the day with a game of some sort, usually the original Trivial Pursuit. ~ Amy Campbell
- ❖ We all wear plaid to match. Then we all bring a dish and share. Then we let the kids play and the adults have a few drinks, visit/revisit memories and play board games or card games. ~ Stacey Smart
- ❖ We all get together for dinner. We sometimes do a potluck and bring different dishes. When it's time for dinner, we go around the table and tell everyone what we are thankful for, we say a prayer, and then we eat! Afterwards, we visit and watch football and the kids continue to play with one another. ~ Cherie Passao
- ❖ After our Thanksgiving Day meal, we bring out the Christmas Tree 🎄. We decorate for Christmas when the Turkey is put away! My children used to grumble and tell me "It's too early! It's not December yet!". Now they love the tradition as much as I do. It's always a fun day! ~Tina Mitchell
- ❖ Big turkey dinner and homemade pies. Family gathers around. Watch the parade on TV (pre COVID). Kids fight in the background over toys and who's boss but in the end- everyone is thankful for one another. ~Crystal Rhino
- ❖ We create turkey hats with the children, adults play a game together, we all eat together and then the shoppers go shopping once the kids are to bed! ~Aimee Lobdell
- ❖ We watch the Macy's Thanksgiving Day Parade as a family. When I was a child, we used to go to the actual parade in NYC every year. ~Eria LaDuke
- ❖ On Thanksgiving we go to my parents' house for dinner and then go to my significant other family's house for dessert. ~ Ciarra Smith

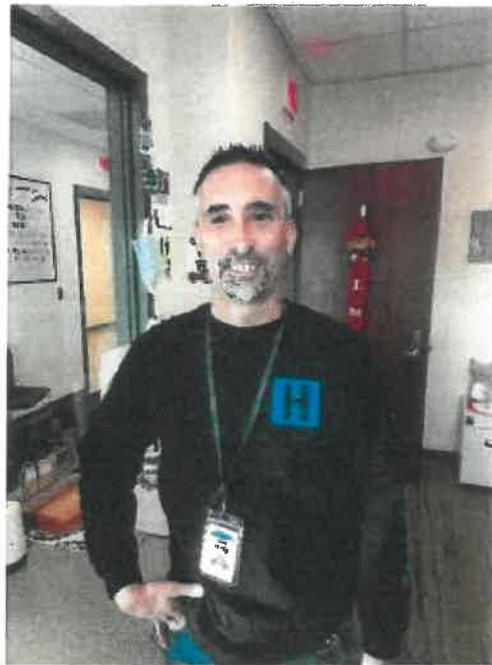
Whatever it is you choose to do this Thanksgiving holiday, relax, enjoy, and be thankful!



New Team Member!!

Meet Tim Aubin! Tim is our new Bus Driver. If you see him in the halls, be sure to smile and say hello!

Remember, we were all new here at one point. A kind smile goes a long way!



As always, if you have any fun happenings, you'd like to share please feel free to email them to lecuyer_angie@cves.org.

"Thank you for your 20+ years here at CVES. Your dedication over the years has impacted many students lives. Your love for the students, staff, and gnomes will always be remembered. As you retire, please remember there's "gnome" one like you! We will miss you! Best wishes to you!!!!"



~ Love Mrs. Haley's Class



"I remember Louise when I became a teacher here 20 years ago. Always hard working, professional, and supportive of kids. Fast forward to present day and she has not changed a bit. Such a wonderful person that has positively impacted so many children though out her career. Best of luck to Louise and her family in this next chapter of her life! We will miss you!"

~ Matt Slattery

