

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 AND REMOTELY VIA WEBEX ON JUNE 8, 2022  
PROPOSED EXECUTIVE SESSION AT 6:30 P.M. – MEETING TO FOLLOW**

Participants may use the following WebEx Address: <https://bit.ly/3N48It0>  
Or by calling 1-408-418-9388 Meeting number (access code): **2345 062 0732**

- |           |   |
|-----------|---|
| No Action | 1. CALL TO ORDER: Board President                                     |
|           | a. The Pledge of Allegiance   |
|           | b. Roll Call of Board Members   |
| No Action | 2. BOARD RECOGNITION – Dr. Mark C. Davey                              |
| No Action | 3. SKILLSUSA PRESENTATION – Mrs. Friedman, Advisors & Students        |
| No Action | 4. EXECUTIVE SESSION  |
| No Action | 5. INTRODUCTION OF ALL PRESENT  |
| No Action | 6. OPINIONS AND CONCERNS FROM THE AUDIENCE                            |
| No Action | 7. PUBLIC HEARING ON BOARD VIDEOCONFERENCE POLICY – Dr. Mark C. Davey |
| No Action | 8. STRATEGIC PLAN END-OF-YEAR UPDATE – Dr. Mark C. Davey              |
| No Action | 9. CAPITAL PROJECT UPDATE – Dr. Mark C. Davey & Mr. Eric Bell         |
| No Action | 10. DISTRICT SUPERINTENDENT’S UPDATE                                  |
| Action    | 11. MINUTES OF PREVIOUS MEETING                                       |
|           | a. May 11, 2022 Monthly Meeting Minutes (Enc. 1)                      |
|           | 12. CONSENT AGENDA FINANCIAL  |
| Action    | a. Certification of Warrant (Enc. 2)                                  |
| Action    | b. Treasurer’s Report (Enc. 3)  |
| Action    | c. Special Aid Project Continuations (Enc. 4)                         |
| Action    | d. Special Aid Project (Enc. 5)                                       |
| Action    | e. Cross Contract Budgets (Enc. 6)                                    |
| Action    | f. Cross Contract Budget Increases (Enc. 7)                           |
| Action    | g. Budget Increases (Enc. 8)  |
| Action    | h. Contractor/Consultant Agreements (Enc. 9)                          |
| Action    | i. Agreements (Enc. 10)   |
| Action    | j. Installment Purchase Contract (Enc. 11)                            |
| Action    | k. Bids (Enc. 12)   |
| Action    | l. Uncollectibles (Enc. 13)   |

- No Action      13. OLD BUSINESS - Committees  
                    Committees  
                            --Audit Committee Meeting Highlights – February 9, 2022 (Info. Only) (Enc. 14)
14. CONSENT AGENDA PERSONNEL
- Action            a.      Amendments (Enc. 15)  
Action            b.      Resignations (Enc. 16)  
Action            c.      Leave of Absence (Enc. 17)  
Action            d.      Termination (Enc. 18)  
Action            e.      Four-Year Probationary Appointment (Enc. 19)  
Action            f.      Civil Service Probationary Appointments (Enc. 20)  
Action            g.      Civil Service Provisional Appointments (Enc. 21)  
Action            h.      Civil Service Provisional Part-Time Hourly Appointment (Enc. 22)  
Action            i.      Permanent Appointments (Enc. 23)  
Action            j.      Temporary Appointments (Enc. 24)  
Action            k.      Temporary Grant Appointments (Enc. 25)  
Action            l.      Part-Time Appointment (Enc. 26)  
Action            m.      Part-Time Hourly Appointments (Enc. 27)  
Action            n.      Additional Work (Enc. 28)  
Action            o.      2022 Summer Work (Enc. 29)  
Action            p.      Special Education Summer School Staffing Additions (Enc. 30)  
Action            q.      Facilitators & Scorers (Enc. 31)  
Action            r.      Adult Education Instructors (Enc. 32)  
Action            s.      Substitutes (Enc. 33)
15. BOARD OF COOPERATIVE EDUCATIONAL SERVICES
- Action            a.      Career & Technical Education Certifications (Enc. 34)  
Action            b.      New Policy – Second Reading & Adopt (Enc. 35)  
No Action        c.      Revised Policy – First Reading (Enc. 36)  
Action            d.      Videoconference Resolution (Enc. 37)  
No Action        e.      Reserve Plan Summary (Informational Purposes Only) (Enc. 38)  
Action            f.      Employee Benefit Accrued Liability Reserve Fund Resolution (Enc. 39)  
Action            g.      Retirement Contribution Reserve Fund Resolution (Enc. 40)  
Action            h.      Rural Schools Association Election (Enc. 41)
16. NEW BUSINESS
- No Action        a.      None this month
- No Action        17. OTHER
- No Action        18. NEXT BOARD MEETING  
                    Wednesday, July 13, 2022, to be held at the Yandon-Dillon Center in Mineville, NY –  
                    Proposed Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.
- No Action        19. REPORTS FROM DIRECTORS (Enc. 42)
- 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**

June 8, 2022	Board Meeting – Conference Center, Plattsburgh – 6:30 p.m.
June 9, 2022	No. Country Loggers Awards Banquet – Culinary Arts Lab Plattsburgh Main Campus – 6:30 p.m.
June 10, 2022	Special Education Graduation Ceremony (Plattsburgh & Mineville Students) – SUNY Giltz Auditorium – 9:30 a.m.
June 15, 2022	HSED Graduation – Satellite Campus Conference Center – 6:00 p.m.
June 21, 2022	CV-TEC Plattsburgh Graduation Ceremony – SUNY Field House – 7:00 p.m.
June 22, 2022	CV-TEC Mineville Graduation Ceremony – Moriah Central School – 7:00 p.m.

# **MOTIONS TO ENTER INTO EXECUTIVE SESSION**

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



## **ENC. 1**

Recommend that the Board approve the Draft Minutes from the May 11, 2022 regular Board meeting. (attached)

## **ENC. 2**

Recommend that the Board approve the Certification of Warrant for May 3, 2022 to May 26, 2022. (attached)

## **ENC. 3**

Recommend that the Board approve the Treasurer's Report from April 30, 2022. (attached)

## **ENC. 4**

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

1. Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act (PERKINS V) Special Aid Fund be allowed to continue providing services for the period July 1 – September 29, 2022. Expenditures are not allowed to exceed \$23,762 (attached) (CV-TEC)
2. Employment Preparation Education Program (EPE) special aid fund be allowed to continue providing services for the period July 1 – September 29, 2022. Expenditures are not allowed to exceed \$56,345. (CV-TEC)
3. Workforce Innovation and Opportunity Act (WIOA), Title II & Welfare Education Program Adult Basic Education & Literacy Services (ABE) special aid fund be allowed to continue providing services for the period July 1 – September 29, 2022. Expenditures are not allowed to exceed \$12,316. (CVTEC)
4. Workforce Innovation and Opportunity Act (WIOA), Title II & Welfare Education Program – Corrections special aid fund be allowed to continue providing services for the period July 1 – September 29, 2022. Expenditures are not to exceed \$49,083. (CVTEC)
5. Workforce Innovation and Opportunity Act (WIOA), Title II & Welfare Education Program – Literacy Zone (Elizabethtown) special aid fund be allowed to continue providing services for the period July 1 – September 29, 2022. Expenditures are not to exceed \$36,504. (CVTEC)
6. Workforce Innovation and Opportunity Act (WIOA), Title II & Welfare Education Program – Literacy Zone (Plattsburgh) special aid fund be allowed to continue providing services for the period July 1 – September 29, 2022. Expenditures are not to exceed \$34,371. (CVTEC)
7. School Library System Basic Operating Aid (F947) special aid fund be allowed to continue providing services for the period July 1 – September 30, 2022. Expenditures are not allowed to exceed \$19,913. (ISC)
8. School Library System Categorical Aid for Automation (F949) special aid fund be allowed to continue providing services for the period July 1 – September 30, 2022. Expenditures are not allowed to exceed \$1,392. (ISC)
9. School Library System Supplemental Operating Aid (F956) special aid fund be allowed to continue providing services for the period July 1 – September 30, 2022. Expenditures are not allowed to exceed \$15,011. (ISC)

# ENC. 1

**DRAFT**

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

DATE: May 11, 2022  
KIND OF MEETING: Regular Board Meeting  
PLACE: Yandon-Dillon Center, Mineville & Remote Via WebEx

<u>CVES Board Members</u>		<u>Executive Officer</u>	<u>Others Present</u>
<u>Present:</u> Leisa Boise ( <i>left at 7:10 p.m.</i> ) Kathy Comins-Hunter Patricia Gero Richard Harriman, Sr. Richard Malaney ( <i>joined at 8:00 p.m.</i> ) Ed Marin Thomas McCabe Lori Saunders Florence Sears Michael St. Pierre Donna Wotton	<u>Absent:</u> Doug Spilling Donna LaRocque William Malott Bruce Murdock	Dr. Mark C. Davey  <u>District Clerk</u> Meaghan Rabideau	Amy Campbell Eric Bell Michele Friedman Matthew Slattery Alex St. Pierre Kim M. Mayer Tonya Robinson-Mayer  Angie Waldron Rhona Stoffel Brigitte Phillips Joan Hubbard Betsy Laundrie

MEETING TO ORDER Board President St. Pierre called the meeting to order at 7:06 p.m.

BOARD MEMBER APPOINTMENT Mr. Harriman Sr. moved, seconded by Mrs. Boise, that the Board appoint Mrs. Donna LaRocque, Mrs. Florence Sears and Mr. William Malott to vacant seats on the CVES Board through April 20, 2022. All three Board members will take their Oaths of Office and file with the Board Clerk. All Board Members present voted yes—motion carried.

BOARD MEMBER APPOINTMENT Mr. Harriman Sr. moved, seconded by Mrs. Boise, that the Board appoint Mrs. Kathy Comins-Hunter to an unexpired term on the CVES Board through June 30, 2022. Mrs. Comins-Hunter will take the Oath of Office and file with the Board Clerk. All Board Members present voted yes—motion carried.

EXECUTIVE SESSION Mr. Harriman Sr. moved, seconded by Mrs. Saunders, that the Board go into Executive Session at 7:09 p.m., for the following reasons: #3 - A matter of information relating to a current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed; #4 - A matter of discussion regarding proposed, pending or current litigation; #5 - A matter of collective negotiations pursuant to article 14 of Civil Service Law (the Taylor Law); #6 - A matter of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation; #9 - A matter related to a specific student of the district. All Board Members present voted yes—motion carried.

In Executive Session (#1), the District Superintendent first provided the Board

with a brief presentation of his 2021-22 school year evaluation highlights and accomplishments. The Board provided initial feedback and asked several questions of Dr. Davey regarding the 2021-22 school year. The Board will now complete their portion of the District Superintendent's evaluation using SuperEval, the online Superintendent's evaluation instrument. Second, the Board was provided a labor relations update on a proposed Memorandum of Agreement (MOA) regarding the Bus Duty Grievance. The matter was discussed, and the District Superintendent provided a recommendation for action at the Board meeting. Additionally, several contractual and confidential employee updates were reviewed, including a recommendation for our Special Education principal hiring. Lastly, an update was provided on the status of a Title IX investigation being completed by CVES. Mrs. Sears moved, seconded by Mr. Harriman Sr., that the Board come out of Executive Session at 8:03 p.m. All Board Members present voted yes—motion carried.

Board Member Leisa Boise left the meeting at 7:10 p.m.

Board Member Richard Malaney joined the meeting at 8:00 p.m.

#### STRATEGIC PLAN SURVEY RESULTS

Dr. Davey thanked CVES' Strategic Planning's DPT (District Planning Team) for their collective work with this year's continuing implementation of our 2021-22 Strategic Plan, including the Annual Employee Strategic Plan survey. The survey had the highest participation this year, with 271 CVES employees completing the questionnaire. Dr. Davey then introduced CVES' Assistant Superintendent for Educational Services, Mrs. Amy Campbell, and Administrator for Instructional Services, Ms. Sarah Paquette, who then shared the PowerPoint presentation (PPT) on the 2021-22 Strategic Plan Survey results. Mrs. Campbell and Ms. Paquette highlighted this year's priorities and strategies and how they aligned with the survey questions and results. Areas of focus included (1) attracting, supporting, developing, and retaining high-quality employees, (2) ensuring that our programs and services excel by fostering creativity, innovation, and collaboration, (3) assessing and addressing the expansive social, emotional, and mental health needs of our educational community, and (4) build and embrace a culture of equity, inclusion, and acceptance. Other updates included in the survey's highlight discussion included CVES' technology, facilities, educational climate, safety, and levels of support for CVES colleagues. Survey questions were reviewed, including response trend highlights of areas with consistency, and the areas of needed growth. The survey data will be used as part of the end-of-year summary and will support next year's 2022-2023 Strategic Plan updates throughout CVES. The Board was then provided an opportunity for questions, and answers and further discussion ensued.

#### CAPITAL PROJECT UPDATE

Mr. Bell provided the Board with a brief overview, including the close-out of Phase 1 of the Capital Project. CVES can then give a cost increase recommendation for Phase 2 work at the June Board meeting after completing close-out items. CVES is currently working on approval from NYSED to use O&M budget funds, which will be distributed out through CoSers to use towards

certain portions of the phase 2 scope of work and future capital projects. CVES is also exploring using an Energy Performance Contract (EPC) to align with the Phase 2 proposed work.

AUDIT  
COMMITTEE  
UPDATE

Mr. Eric Bell provided the Board an update from the recent Audit Committee meeting with internal auditors from West & Company, held prior to the monthly meeting this evening. This week, the auditors have been onsite to begin pre-audit preparation for the 2021-22 school year and they will return towards the end of August to complete the audit. Mr. Bell then shared that an internal audit will need to be conducted this year due to updated language in the law that now requires BOCES to complete an audit annually. Lastly, Mr. Bell indicated that once budget reconciliations are complete, a recommendation will be made to the full CVES Board in June to increase the TRS Reserve and EBLAR Reserve annually.

DISTRICT  
SUPERINTENDENT  
UPDATE

Dr. Davey began his update with CVES highlights, including the recent Skills USA competition event, with two CV-TEC students advancing to the National Skills USA competition in Atlanta, GA in June. Also, a National Guard helicopter landed at the Plattsburgh main campus on April 29<sup>th</sup> with pilots, medical staff, and mechanics on the flight. As a result, our Allied Health, Security and Law program, Auto Tech classes, and other CV-TEC students were able to engage in authentic dialogue with these individuals. Next, Dr. Davey provided Strategic Planning updates, including DPT and Rebranding Committee work. The following upcoming CVES events were shared:

- CVES NTHS (National Technical Honor Society) Ceremonies:
  - Mineville Campus – May 25, 2022-7 pm (Moriah CSD)
  - Plattsburgh Campuses – May 26, 2022-6 pm (CVES Plattsburgh Conf. Center)
- Plattsburgh & Mineville Special Education Graduation Ceremony
  - June 10, 2022, SUNY Giltz Auditorium 9:30 a.m.
- OneWorkSource Graduation Ceremony
  - June 15, 2022, CVES Conference Center 6 pm
- CV-TEC Graduation Ceremonies –
  - Plattsburgh CV-TEC Ceremony–June 21, 2022, SUNY Plattsburgh Fieldhouse 7 pm
  - Mineville CV-TEC Ceremony – June 22, 2022, Moriah CSD Auditorium 7 pm

Dr. Davey then provided NYSED and Board of Regents updates, including that DS monthly meetings are now back in-person and Regents exams will be administered in-person. Areas of focus for NYSED include mental health, DEI presentations and training, graduation initiatives, and substantial equivalency. The BOCES Administrative Budget Vote & Board Member Election results held on April 28, 2022, were successful with a passing CVES budget (by the component districts) and the following Board members elected: Mr. Michael St. Pierre (Crown Point); Mrs. Kathy Comins-Hunter (NCCS); Ms. Emily Phillips (Willsboro); and Mrs. Lorene Saunders (Saranac). As of July 1, 2022, there will be one vacant Board member seat, and CVES will work with our unrepresented districts to attempt to fill this vacancy. Lastly, the Open Meetings Law Amendment was addressed with the Board, and information was provided. The next Board meeting will be on June 8, 2022, at the Plattsburgh Satellite Campus Conference Center.

PREVIOUS  
MINUTES

Mrs. Saunders moved, seconded by Mr. Harriman Sr., to approve the minutes of the April 13, 2022 annual meeting as presented. All Board Members present voted yes—motion carried.

Mrs. Sears moved, seconded by Mrs. Saunders, to approve the minutes of the April 13, 2022 regular meeting as presented. All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
FINANCIAL

Mr. Harriman Sr. moved, seconded by Mrs. Saunders, 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 April 5, 2022 to May 2, 2022, as presented.

TREASURER’S  
REPORT

Approve the Treasurer’s Report from March 31, 2022 as presented.

DONATIONS

Approve the following Donations:

1. For the Student Stipend Fund:

United Way (March 2022)	85.88
United Way (April 2022)	<u>138.04</u>
TOTAL -	\$ 223.92

2. Donation of \$1,000 from Jean Drown to benefit the 2022-23 Backpack Program.

3. Donation of a gift card from Harbor Freight Tools for Schools in the amount of \$100 to benefit the students of the CV-TEC Welding classroom.

4. Donation of \$300 to the Keith Broadwell Memorial Scholarship Fund from Jean Drown – LPL Financial. Scholarship to be awarded to a CV-TEC graduating student(s).

5. Donation of \$300 to the John W. Harold Scholarship Fund from Jean Drown – LPL Financial. Scholarship to be awarded to a CV-TEC graduating student(s).

BUDGETS

Approve the following Budgets:

1. Yandon-Dillon Cafeteria Fund Regular School Year Budget in the amount of \$124,641 for the 2022 - 2023 school year. (CoSer C791 – School Lunch Fund)

2. William A. Fritz Cafeteria Fund Regular School Year Budget in the amount of \$165,825 for the 2022 - 2023 school year. (CoSer C791 – School Lunch Fund)

3. Yandon-Dillon Cafeteria Fund Extended School Year Budget in the amount of \$23,591 for the 2022 - 2023 school year. (CoSer C791 – School Lunch Fund)
4. William A. Fritz Cafeteria Fund Extended School Year Budget in the amount of \$13,814 for the 2022 - 2023 school year. (CoSer C791 – School Lunch Fund)
5. Summer School Aged Non-Specified Programs Budget in the amount of \$426,342 for the 2022-2023 school year (CoSer 940 – Special Education)
6. Summer School Aged 6:1:1 Autism Budget in the amount of \$203,984 for the 2022-2023 school year (CoSer 941 – Special Education)
7. Summer School Aged Intensive Therapeutic Support Program (ITSP) Budget in the amount of \$68,682 for the 2022-2023 school year (CoSer 943 – Special Education)
8. Summer School Aged Related Service Only Budget in the amount of \$3,301 for the 2022-2023 school year (CoSer 962 – Special Education)
9. Summer School Aged 1:1 Teacher Assistant Budget in the amount of \$35,894 for the 2022-2023 school year (CoSer 964 – Special Education)
10. Summer School Aged 1:1 Nurse Budget in the amount of \$7,554 for the 2022-2023 school year (CoSer 965 – Special Education)
11. Summer School Aged 1:1 Aide Budget in the amount of \$248,760 for the 2022-2023 school year (CoSer 966 – Special Education)

**BUDGET  
INCREASES**

Approve the following Budget Increases:

1. Adult Education budget from \$570,750 to \$590,750 for the 2021-2022 school year to accommodate increased participation in CDL & On-line programs. (CoSer 103 – CV-TEC)
2. Instructional Planning for Assessment budget from \$115,849 to \$118,797 for the 2021-2022 school year to accommodate increased participation from Schroon Lake Central School. (CoSer 509 – ISC)

**PROPOSAL**

Approve the following Proposal:

1. Increase the proposal cost from Schoolhouse Construction Services, LLC of Delhi, New York for Construction Management Services to close out the “Fire Alarm Improvement Project at the Plattsburgh Main Campus and Yandon-Dillon Facility”, in the amount of \$5,032.50 for additional Construction Management costs. The original project cost of \$14,250 was approved at the May 12, 2021 meeting. (Administration)

CONSENT  
AGENDA  
PERSONNEL

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

RESIGNATION  
FOR THE  
PURPOSE OF  
RETIREMENT  
MAYER

Accept the following letter(s) of Resignation for the Purpose of Retirement:

1. Kim Mayer, Physical Education Teacher, effective June 30, 2022

RESIGNATIONS  
MOORE, SISSON,  
JOHNSON

Accept the following letter(s) of Resignation:

1. Jason Moore, Teacher Aide/Student Aide, effective April 30, 2022
2. Jeffrey Sisson, Health, Safety, Risk Management Specialist, effective April 30, 2022
3. Laura Johnson, Special Education Teacher, effective May 25, 2022

LEAVE OF  
ABSENCE  
FORD

Approve the following leave(s) of absence:

1. Heather Ford, Teaching Assistant, unpaid leave of absence, effective June 1, 2022, through June 30, 2022

FOUR-YEAR  
PROBATIONARY  
APPOINTMENTS  
STEVENS,  
GANTER

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

1. Brooke Stevens, School Social Worker, Effective April 20, 2022 \*was temporary, Annual Base Salary of \$57,192
2. Jami Ganter, School Social Worker, Effective April 28, 2022 \*was temporary, Annual Base Salary of \$57,192

(The Expiration date for the above appointments is 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  
RACETTE,  
LEAVINE

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

1. Dossin Racette, Teacher Aide/Student Aide, Effective April 28, 2022, Annual Base Salary of \$18,530, Prorated Salary of \$3,910.85
2. Derek Leavine, Accountant (Schools), Effective April 20, 2022 \*was provisional

PERMANENT APPOINTMENTS  
LAPOINTE,  
DEMARSE-  
GIROUX,  
QUANTOCK

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

1. Tori Lapointe, Account Clerk/Typist, effective November 10, 2021
2. Vicki Demarse-Giroux, Benefits Director, effective June 25, 2022
3. Emilee Quantock, Benefits Specialist, effective June 25, 2022

ADDITIONAL WORK

Approve the following additional work for the 2021-22 School Year:

Stipend Positions, compensation per collective bargaining agreement  
Sherry Snow                      New Employee Mentor

SPECIAL EDUCATION SUMMER SCHOOL STAFFING ADDITIONS

Approve the following 2022-23 Special Education Summer School Staffing Additions:

Teacher Aide/Student Aide, hourly rate of pay per contract  
Kelly Schwenk                      WAF  
Randa Newell                      WAF

SUBSTITUTES

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

<u>Name</u>	<u>Title</u>
Rachel Tousignant	Teacher
Mila Heald	Teacher
Mila Heald	Teaching Assistant

Dr. Davey recognized and congratulated Ms. Kim Mayer on her upcoming retirement and her years of dedicated service at CVES as a Physical Education Teacher. Mr. Slattery, Director of Special Education, also congratulated Ms. Mayer and shared the many different roles and duties she performed over the years of distinguished service at CVES.

CVES TOTAL BUDGET

Mr. Harriman Sr. moved, seconded by Mrs. Sears, that the Board approve the total CVES Budget for the 2022-23 school year in the amount of \$44,489,013. All Board Members present voted yes—motion carried.

NEW POLICY – FIRST READING

The following New Policy was shared with the Board for a First Reading:

#XXXX Board Meetings Conducted Via Videoconference

2022-23 CVES BOARD MEETING DATES

Mr. Harriman Sr. moved, seconded by Ms. Wotton, that the Board approve the following CVES Board Meeting dates for the 2022-23 school year:

July 13, 2022 – Mineville  
August 17, 2022 – Plattsburgh



September 14, 2022 – Mineville  
October 12, 2022 – Plattsburgh  
November 9, 2022 – Mineville  
December 14, 2022 – Plattsburgh  
January 11, 2023 – Mineville  
February 8, 2023 – Plattsburgh  
March 8, 2023 – Mineville  
April 5, 2023 – Mineville  
May 10, 2023 – Plattsburgh  
June 14, 2023 – Plattsburgh  
All Board Members present voted yes—motion carried.

REQUEST FOR APPROVAL TO ATTEND CONFERENCE/WORKSHOP

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

Leisa Boise, Richard Harriman, Sr., and Michael St. Pierre  
Rural Schools Association Summer Conference  
July 10-12, 2022 Cooperstown, NY (overnight accommodations needed)  
All Board Members present voted yes—motion carried.

RESIGNATION RACETTE

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

1. Dossin Racette, Teacher Aide/Student Aide, effective May 3, 2022  
All Board Members present voted yes—motion carried.

PROVISIONAL APPOINTMENT BOUYEA

Ms. Wotton moved, seconded by Mrs. Sears that the Board appoint the following person(s) to a Provisional Civil Service Appointment as follows:

1. Kaitlyn Bouyea, Benefits Specialist, Effective June 6, 2022, Annual Base Salary of \$40,000, Prorated Salary of \$2,923.08 (EFFECTIVE PERMANENT DATE TO BE DETERMINED UPON SUCCESSFUL COMPLETION OF CIVIL SERVICE EXAM) All Board Members present voted yes—motion carried.

AREA 6 NOMINATION

Mr. Harriman Sr. moved, seconded by Mrs. Sears, that the CVES Board of Cooperative Educational Services nominate Wayne Rogers for the Area 6 position that is vacant. All Board Members present voted yes—motion carried.

FOUR-YEAR PROBATIONARY APPOINTMENT THOMPSON

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

1. Diane Thompson, Principal, Effective July 1, 2022, Annual Base Salary of \$93,500. All Board Members present voted yes—motion carried

(The Expiration date for the above appointments are tentative and conditional only. Except to the

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

**MEMORANDUM  
OF AGREEMENT  
CEWW BOCES &  
CVES UNITED  
PROFESSIONALS  
UNIT**

Mr. Harriman Sr. moved, seconded by Mrs. Sears, that the Board approve the Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Champlain Valley Educational Services United Professionals Unit regarding bus duty. All Board Members present voted yes—motion carried

**NEXT BOARD  
MEETING**

The next Board meeting will be held on Wednesday, June 8, 2022, at the Satellite Campus Conference Center in Plattsburgh. An anticipated Executive Session will begin at 6:30 p.m., with the monthly meeting beginning at 7:30 p.m.

**ADJOURNMENT**

Mrs. Saunders moved, seconded by Mrs. Sears to adjourn the meeting at 9:24 p.m. All Board Members present voted yes—motion carried.

Meaghan R. [unclear] Board Clerk

**DRAFT**

# ENC. 2

## MEMO

To: Meaghan Rabideau, BOCES Board Clerk  
Clinton-Essex-Warren-Washington BOCES  
From: Angela Jennette, Claims Auditor  
Date: May 26, 2022  
Re: Report for Board Agenda for June 8, 2022, Meeting

The following warrant claims were reviewed from, May 3, 2022, to May 26, 2022:

<u>Warrant No. &amp; Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #44 - 05/05/2022	*Check Nos: 238216-238244** *ACH Payments: ACH003860-ACH003882	\$ 315,397.06
W #45 - 05/12/2022	*Check Nos: 238271-238318 *ACH Payments: ACH003883-ACH003910	\$ 1,020,033.39
W #46 - 05/19/2022	*Check Nos: 238319-238373** *ACH Payments: ACH003911-ACH003936	\$ 412,923.67
W #47 - 05/26/2022	*Check Nos: 238398-238459 *ACH Payments: ACH003937-ACH003971	\$ 850,049.39

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

IRS-EFTPS:

PR #23- Wire #941-042922- Warrant #44;  
PR #24- Wire #941-051322- Warrant #46;

Health Ins. Monthly:

Wire #HINS-52022- Warrant #45;

NYS Promptax:

PR #23- Wire #NYS-042922- Warrant #44;  
PR #24- Wire #NYS-051322- Warrant #46;

Omni Financial Group:

PR #24- Wire #OMN-051322- Warrant #45;  
PR #25- Wire #OMN-051322- Warrant #47;

NYS Office of Comptroller ERS Retirement & Loans: PR#22&23-Wire #ERS-APR22-Warrant #44;

Transfers from TDBank to NYCLASS :

Wire #32647525-John W Harrold Scholarship- \$300.00  
Wire #32647524-Keith Broadwell Scholarship- \$300.00

Health Insurance Consortium Payments:

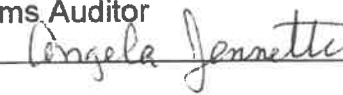
5/9/22 \$ 1,424,163.95  
5/16/22 \$ 1,760,752.26  
5/23/22 \$ 1,435,092.53

Benetech Workers Compensation Payments:

5/4/22 \$ 67,460.19  
5/10/22 \$ 2,691.78  
5/18/22 \$ 25,272.49

**\*\*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 # / Claim Audit Finding</u>	<u>Summary Business Office Response</u>	<u>Resolution/Options</u>
05/04/22	Pending W#44	16162 Incorrect address, and missing Ok to Pay. Vendor names differ on Invoice and Schedule.	Address corrected, Payment has to be received before service happens as it is a license product. The Purchase Order process serves as the Ok to pay in this instance.	Approved for final warrant.
05/04/22	Pending W#44	13822	Packing slip indicates that the item was sold to vendor being paid.	Approved for final warrant.
05/05/22	Final W#44			\$315,397.06
05/11/22	Pending W#45	6107 We need the teacher that used the service to sign Ok to Pay.	Pulled from warrant to get appropriate teacher approval.	Removed from final warrant.
		3146 Service started 1/8/22, Purchase Order requested 3/2/22, issued 4/5/22.	Partnership agreement with vendor to provide course on vendor behalf. Initially expected that tuition charge would be net of costs paid by vendor, however, vendor paid consultant who did the training and thus we have to reimburse the vendor since full tuition was charged and collected. Purchase Order not done in advance as miscommunication did not initially indicate that payment to vendor would be necessary.	Approved for final warrant.
05/12/22	Final W#45			\$1,020,033.39
05/18/22	Pending W#46	16003 Incorrect vendor name on schedule.	Vendor name corrected.	Approved for final warrant.
05/18/22	Pending W#46	15499 Service starts in 7/1/22, should this be on a 2023 Purchase Order?	Major discount of 83% if renewed and paid prior to June 30. To take advantage of the renewal and cost savings, purchase being allowed to run through current year.	Approved for final warrant.
05/19/22	Final W#46			\$412,923.67
05/25/22	Pending W#47	14796 Missing commute deduct.	Added commute deduct.	Approved for final warrant.
05/25/22	Pending W#47	15365 Invoice 5.5 months old.	Company issued invoice upon order. Supplies were not received until January. Then pricing issue with vendor that was miscommunicated between divisions. Paid timely upon pricing resolution with company once follow-up was completed.	Approved for final warrant.
05/26/22	Final W#47			\$850,049.39

CLINTON-ESSEX-WARREN-WASHINGTON BOCES  
TREASURER'S REPORT - APRIL 30, 2022

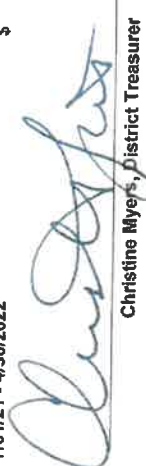
	Account Balances		Receipts		Disbursements		Account Balances	
	March 31, 2022	April 30, 2022	April	Year To Date	April	Year To Date	April 30, 2022	April 30, 2022
<b>I. SUMMARY OF ACCOUNT ACTIVITY</b>								
<b>CHECKING ACCOUNTS</b>								
TD Bank - Depository								
General Fund	\$ 5,718,334.03	\$ 7,762,587.44	\$ 4,546,272.23	\$ 2,502,018.82	\$ 2,502,018.82	\$ 39,140,004.81	\$ 7,762,587.44	\$ 7,762,587.44
Special Aid Fund	\$ (581,843.08)	\$ (184,380.83)	\$ 633,533.15	\$ 236,070.90	\$ 236,070.90	\$ 2,917,126.27	\$ (184,380.83)	\$ (184,380.83)
School Lunch Fund	\$ 82,535.56	\$ 66,923.95	\$ 6,479.93	\$ 22,091.54	\$ 22,091.54	\$ 200,886.64	\$ 66,923.95	\$ 66,923.95
Capital Fund	\$ 8,204,282.29	\$ 8,192,546.21	\$ 710.83	\$ 12,446.91	\$ 12,446.91	\$ 6,200,933.62	\$ 8,192,546.21	\$ 8,192,546.21
Special Revenue Fund (Excluding ExtraClassroom)	\$ 12,715.29	\$ 13,512.42	\$ 797.13	\$ -	\$ -	\$ 2,867.50	\$ 13,512.42	\$ 13,512.42
TD Bank - Operating								
General Fund	\$ 340,850.80	\$ 323,096.50	\$ 2,776,496.34	\$ 2,794,250.64	\$ 2,794,250.64	\$ 46,218,000.39	\$ 323,096.50	\$ 323,096.50
<b>SAVINGS ACCOUNTS</b>								
NYCLASS Capital Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 655.30	\$ -	\$ -
Special Revenue Fund	\$ 22,120.61	\$ 22,125.46	\$ 4.85	\$ -	\$ -	\$ 1,250.00	\$ 22,125.46	\$ 22,125.46
<b>TOTAL FUNDS ON ACCOUNT</b>	<b>\$ 13,798,996.50</b>	<b>\$ 16,196,411.15</b>				<b>\$ 94,681,724.53</b>	<b>\$ 16,196,411.15</b>	<b>\$ 16,196,411.15</b>

II. RECONCILIATION TO BANK STATEMENTS

	April 30, 2022 Bank Balance	Add: Deposits in Transit	Less: Outstanding Checks	April 30, 2022 Account Balances
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 474,403.76	\$ 105.00	\$ (151,412.26)	\$ 323,096.50
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 8,168,418.74	\$ 499,052.61	\$ -	\$ 8,667,471.35
TD BANK - MUNICIPAL CHECKING - CAPITAL PROJECT DEPOSITORY	\$ 7,183,717.84	\$ -	\$ -	\$ 7,183,717.84
NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT	\$ -	\$ -	\$ -	\$ -
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 800.22	\$ -	\$ -	\$ 800.22
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 700.97	\$ -	\$ -	\$ 700.97
NYCLASS - SAVINGS, DONALD W. COGSWELL SCHOLARSHIP	\$ 12,286.37	\$ -	\$ -	\$ 12,286.37
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 1,320.12	\$ -	\$ -	\$ 1,320.12
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 2.10	\$ -	\$ -	\$ 2.10
	\$ 7,015.68	\$ -	\$ -	\$ 7,015.68
<b>TOTAL FUNDS ON ACCOUNT</b>	<b>\$ 16,196,411.15</b>			<b>\$ 16,196,411.15</b>

GENERAL FUND INTEREST RECEIVED 7/01/21 - 4/30/2022 \$ 5,738.20  
CAPITAL FUND INTEREST RECEIVED 7/01/21 - 4/30/2022 \$ 11,203.28

PREPARED BY:



Christine Myers, District Treasurer

DATED:

6/1/22

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

FOR THE PERIOD 04/01/2022 TO 04/30/2022

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	5,390.80	0.00	5,390.80	113.48	5,277.32
SKILLS USA - MINEVILLE	1,469.45	1,133.61	154.50	1,288.11	163.00	1,125.11
NO. COUNTRY LOGGERS	339.37	342.97	0.00	342.97	0.00	342.97
REFLECTIONS	503.14	503.14	0.00	503.14	0.00	503.14
LPN CLASS	653.47	2,072.40	232.00	2,304.40	0.00	2,304.40
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	10,622.89	386.50	11,009.39	276.48	10,732.91

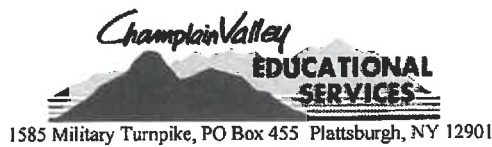


COLBY SISKAVICH, EXTRACLASSROOM TREASURER

5/24/22  
 DATE

4/30/2022 Bank Balance \$ 10,777.91  
 Add: Deposits in Transit \$ -  
 Less: Outstanding Checks \$ (45.00)  
 4/30/2022 Balance on Hand \$ 10,732.91

# ENC. 4



## Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 5/20/22

Special Aid Project Name: Perkins V

Special Aid Project Coser #: 954

Special Aid Project Term: From: July 1, 2022 To: June 30, 2023

Anticipated Award Amount: 121,647  
DOL

Period Requesting Continuation (90 Days Max)

From: 7/1/22 To: 9/30/22

**Approvals Received:**

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$22,800.00	\$0.00	\$6,840.00
16x (support salaries)	\$0.00		\$0.00
200 (equipment)	\$0.00		\$0.00
3xx (supplies)	\$0.00		\$0.00
305 (supplies greater than \$500.00)	\$0.00		\$0.00
4xx (contractual)	\$87,000.00		\$12,000.00
46x (travel)	\$5,529.00		\$3,600.00
490 (BOCES/School Districts)	\$0.00		0
8xx (Fringe Benefits)	\$4,402.00	\$0.00	\$1,322.00
95x (O & M)	\$0.00		\$0.00
9xx (Indirect Costs)	\$1,916.00		\$0.00
<b>Total</b>	<b>\$121,647.00</b>	<b>\$0.00</b>	<b>\$23,762.<sup>00</sup></b>

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

## Description of Anticipated Expenses

15X (Certified Salaries)	The grant continuation request includes salaries for hourly Work-Based Learning (WBL) facilitators (12 hours at \$30/hr = \$360) and summer work (trainings) for twelve (12) newly hired CTE faculty (18 hr each at \$30/hr = \$6480). Nine (9) are returning, second-year teachers and three (3) will be new hires.
16X (Support Salaries)	
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	This grant continuation request includes funds necessary to meet the requirement of the grant in regards to the recent Comprehensive Local Needs Assessment (CLNA). The amount requested is to cover a portion of the cost of the SREB contract to meet the CLNA requirements.
46X (travel)	This grant continuation request includes anticipated funds to cover the necessary travel for the WBL facilitators, the three (3) newly hired CTE teachers, and the (2) Coordinators over the three (3) months indicated. Hotel and travel costs for the three (3) new hires to attend the ACTEA conference is also included.
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	This grant continuation request includes benefits for all hourly salaries identified in the 15X code: FICA= \$524; TRS=\$719; WC=\$65; UI=\$14 (Total = \$1322). {Health is not included due to the hourly rates - no FTE}

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

Project Coordinator Signature: Colleen Lapointe Date 05/20/2022 Print Form

### Approval Signatures:

Division Supervisor:	<u>[Signature]</u>	Date: <u>5.23.2022</u>
Division Director:	<u>[Signature]</u>	Date: <u>5.23.2022</u>
Project Accountant:	<u>[Signature]</u>	Date: <u>5.23.22</u>
School Business Official:	<u>[Signature]</u>	Date: <u>5/24/22</u>
District Superintendent:	<u>[Signature]</u>	Date: <u>5/24/2022</u>



RECEIVED

MAY 24 2022

OFFICE OF DISTRICT SUPT.  
CEWW BOCES

## Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 5/18/22

Special Aid Project Name: Employment Preparation Education (EPE)

Special Aid Project Coser #: 950

Special Aid Project Term: From: 7/1/2022 To: 6/30/2023

Anticipated Award Amount: 486,486

Period Requesting Continuation (90 Days Max)

From: 7/1/2022 To: 9/29/2022

**Approvals Received:**

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

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	205,713		34,391
16x (support salaries)	64,787		2,756
200 (equipment)			
3xx (supplies)	44,820		
305 (supplies greater than \$500.00)			
4xx (contractual)	51,300		3,600
46x (travel)	15,000		500
490 (BOCES/School Districts)	19,080		
8xx (Fringe Benefits)	78,425		15,098
95x (O & M)			
9xx (Indirect Costs)	7,361		
<b>Total</b>	<b>486,486</b>	<b>0</b>	<b>56,345</b>

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


## Description of Anticipated Expenses


15X (Certified Salaries)	Salaries for 90 days to continue project.
16X (Support Salaries)	Salaries for 90 days to continue project.
200 (Equipment)	
3XX (Supplies)	Necessary supplies to continue project.
305 (Supplies greater than \$500)	
4XX (Contractual)	Necessary contractual to continue project.
46X (travel)	Travel to attend project related meetings, trainings, satellite sites
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	90 days of fringe to continue project: TRS 3,439; ERS 427; FICA 2,842; HEALTH 8,000; COMP 316; UNEMP 74


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


Project Coordinator Signature:  Date 5/19/22 Print Form

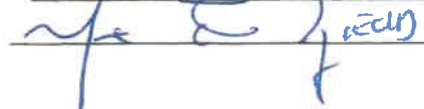
**Approval Signatures:**

Division Supervisor:  Date: 5/19/22

Division Director:  Date: 5-19-22

Project Accountant:  Date: 5/18/22

Asst. Supt. of Mgmt Services:  Date: 5/24/22

District Superintendent:  Date: 5/24/2022

## Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 5/17/22

Special Aid Project Name: WIOA Title II Adult Ed and Literacy

Special Aid Project Coser #: 952

Special Aid Project Term: From: 7/1/2022 To: 6/30/2023

RECEIVED

Anticipated Award Amount: 79,565

Period Requesting Continuation (90 Days Max)

From: 7/1/2022 To: 9/29/2023

MAY 17 2022

OFFICE OF THE DISTRICT Supt.  
CEWW BOCES

**Approvals Received:**

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	28,649		7,162
16x (support salaries)	2,870		718
200 (equipment)			
3xx (supplies)	21,045		
305 (supplies greater than \$500.00)			
4xx (contractual)	5,000		
46x (travel)	1,000		
490 (BOCES/School Districts)	2,003		
8xx (Fringe Benefits)	17,745		4,436
95x (O & M)			
9xx (Indirect Costs)	1,253		
<b>Total</b>	79,565	0	12,316

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

DJL

## Description of Anticipated Expenses

15X (Certified Salaries)

Salaries for project to continue for 90 days

16X (Support Salaries)

Salaries for project to continue for 90 days

200 (Equipment)

3XX (Supplies)

305 (Supplies greater than \$500)

4XX (Contractual)

46X (travel)

490 (BOCES/ School Districts)

8XX (Fringe Benefits)

Fringe for project to continue for 90 days: TRS 752; EMFQB; FICA 603; HEALTH 281; COMP 7; UNEMP 6

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

Project Coordinator Signature: See Supervisor below Date 5/17/2022

Print Form

### Approval Signatures:

Division Supervisor:



Date:

5/17/2022

Division Director:



Date:

5/17/2022

Project Accountant:



Date:

5/17/2022

Asst. Supt. of Mgmt Services:



Date:

5/17/22

District Superintendent:



Date:

5/19/2022

MAY 17 2022

OFFICE OF THE DISTRICT SUPT.  
CEWW BOCES

## Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 5/17/22

Special Aid Project Name: WIOA Title II Corrections

Special Aid Project Coser #: 995

Special Aid Project Term: From: 7/1/2022 To: 6/30/2023

Anticipated Award Amount: 203,000

Period Requesting Continuation (90 Days Max)

From: 7/1/2022 To: 9/29/2022

**Approvals Received:**

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

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	116,778		29,195
16x (support salaries)	29,502		7,376
200 (equipment)			
3xx (supplies)	477		
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	3,000		
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	50,047		12,512
95x (O & M)			
9xx (Indirect Costs)	3,197		
<b>Total</b>	<span style="color: blue;">203,000</span>	<span style="color: blue;">0</span>	<span style="color: blue;">49,083</span>

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

DK

## Description of Anticipated Expenses

15X (Certified Salaries)	Salaries for project to continue for 90 days
16X (Support Salaries)	Salaries for project to continue for 90 days
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe for project to continue for 90 days: TRS 3,065; EMP 959; FICA 2,798; HEALTH 5,270; COMP 347; UNEMP 73

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

Project Coordinator Signature: See Supervisor Below Date \_\_\_\_\_ Print Form

### Approval Signatures:

Division Supervisor:	<u>[Signature]</u>	Date:	<u>5/17/22</u>
Division Director:	<u>[Signature]</u>	Date:	<u>5/17/22</u>
Project Accountant:	<u>[Signature]</u>	Date:	<u>5/17/22</u>
Asst. Supt. of Mgmt Services:	<u>[Signature]</u>	Date:	<u>5/17/22</u>
District Superintendent:	<u>[Signature]</u>	Date:	<u>5/19/2022</u>



## Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 5/17/22

Special Aid Project Name: WIOA Title II Literacy Zone

Special Aid Project Coser #: 996

Special Aid Project Term: From: 7/1/2022 To: 6/30/2023

Anticipated Award Amount: 150,000

Period Requesting Continuation (90 Days Max)

From: 7/1/2022 To: 9/29/2022

**Approvals Received:**

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	86,724		21,681
16x (support salaries)	2,009		502
200 (equipment)			
3xx (supplies)			
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	1,621		
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	57,284		14,321
95x (O & M)			
9xx (Indirect Costs)	2,362		
<b>Total</b>	<b>150,000</b>	<b>0</b>	<b>36,504</b>

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

DJK

## Description of Anticipated Expenses

15X (Certified Salaries)	Salaries for project to continue for 90 days
16X (Support Salaries)	Salaries for project to continue for 90 days
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe for project to continue for 90 days: TRS 2,277; EMP 65; FICA 1,697; HEALTH 10,027; COMP 211; UNEMP 44

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

Project Coordinator Signature: See Supervisor Below Date \_\_\_\_\_

Print Form

**Approval Signatures:**

Division Supervisor: <u>[Signature]</u>	Date: <u>5/17/22</u>
Division Director: <u>[Signature]</u>	Date: <u>5/17/22</u>
Project Accountant: <u>[Signature]</u>	Date: <u>5/17/22</u>
Asst. Supt. of Mgmt Services: <u>[Signature]</u>	Date: <u>5/17/22</u>
District Superintendent: <u>[Signature]</u>	Date: <u>5/19/22</u>



## Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 5/17/22

Special Aid Project Name: WIOA Title II Literacy Zone

Special Aid Project Coser #: 997

Special Aid Project Term: From: 7/1/2022 To: 6/30/2023

RECEIVED

Anticipated Award Amount: 150,000

Period Requesting Continuation (90 Days Max)

From: 7/1/2022 To: 9/29/2023

**Approvals Received:**

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

MAY 17 2022

OFFICE OF THE DISTRICT SUPT.  
CEWW BOCES

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	81,744		20,436
16x (support salaries)	2,870		718
200 (equipment)			
3xx (supplies)	6,824		
305 (supplies greater than \$500.00)			
4xx (contractual)			
46x (travel)	3,330		
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	52,870		13,217
95x (O & M)			
9xx (Indirect Costs)	2,362		
<b>Total</b>	<span style="color: blue;">150,000</span>	<span style="color: blue;">0</span>	<span style="color: blue;">34,371</span>

DOL

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

## Description of Anticipated Expenses

15X (Certified Salaries)	Salaries for project to continue for 90 days
16X (Support Salaries)	Salaries for project to continue for 90 days
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe for project to continue for 90 days: TRS 2,146; EMP 93; FICA 1,618; HEALTH 9,117; COMP 201; UNEMP 42

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

Project Coordinator Signature: See supervisor below Date: \_\_\_\_\_ Print Form

**Approval Signatures:**

Division Supervisor:	<u>[Signature]</u>	Date:	<u>5/17/22</u>
Division Director:	<u>[Signature]</u>	Date:	<u>5/17/22</u>
Project Accountant:	<u>[Signature]</u>	Date:	<u>5/17/22</u>
Asst. Supt. of Mgmt Services:	<u>[Signature]</u>	Date:	<u>5/17/22</u>
District Superintendent:	<u>[Signature]</u>	Date:	<u>5/19/2022</u>

RECEIVED

APR 13 2022

OFFICE OF DISTRICT SUPT  
CEWW BOCES

## Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 4/4/22

Special Aid Project Name: School Library System Basic Operating Aid

Special Aid Project Coser #: 947

Special Aid Project Term: From: 07/01/2022 To: 06/30/2023

Anticipated Award Amount: \$94,526.00

Period Requesting Continuation (90 Days Max)

From: 07/01/2022 To: 09/30/2022

**Approvals Received:**

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

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$27,796.00		\$2,966.00
16x (support salaries)	\$29,112.00		\$7,800.00
200 (equipment)			
3xx (supplies)	\$0.00		
305 (supplies greater than \$500.00)			
4xx (contractual)	\$0.00		
46x (travel)	\$0.00		\$0.00
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$37,090.00		\$9,147.00
95x (O & M)			
9xx (Indirect Costs)	\$1,528.00		
<b>Total</b>	<b>\$94,526.00</b>		<b>\$19,913.00</b>

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

## Description of Anticipated Expenses

15X (Certified Salaries)	Salary for 90 days to continue project
16X (Support Salaries)	Salary for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe rates for 90 days to continue project. TRS 311;ERS 1014;FICA 824; Comp 102; health 6896

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

Project Coordinator Signature: *Deanna Tedeschi* Date 4/4/22 Print Form

### Approval Signatures:

Division Supervisor:		Date:	
Division Director:	<i>Jimmy Campbell</i>	Date:	
Project Accountant:	<i>Sarah J. ...</i>	Date:	<i>4/14/22</i>
Asst. Supt of Mgmt Svcs:	<i>[Signature]</i>	Date:	<i>4/13/22</i>
District Superintendent:	<i>[Signature]</i>	Date:	<i>4/13/22</i>

## Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date

Special Aid Project Name:

Special Aid Project Coder #:

Special Aid Project Term: From:  To:

Anticipated Award Amount:

Period Requesting Continuation (90 Days Max)

From:  To:

**Approvals Received:**

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

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$6,153.00		\$680.00
16x (support salaries)	\$0.00		\$0.00
200 (equipment)			
3xx (supplies)	\$0.00		
305 (supplies greater than \$500.00)			
4xx (contractual)	\$0.00		
46x (travel)	\$0.00		\$0.00
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$3,300.00		\$712.00
95x (O & M)			
9xx (Indirect Costs)	\$0.00		
<b>Total</b>	<b>\$9,543.00</b>		<b>\$1,392.00</b>

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

## Description of Anticipated Expenses

15X (Certified Salaries)	Salary for 90 days to continue project
16X (Support Salaries)	Salary for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe rates for 90 days to continue project. TRS 71;FICA 52; Comp 6; health 583

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

Project Coordinator Signature: *Doranne Ted Piche* Date *4/4/22* Print Form

### Approval Signatures:

Division Supervisor:		Date: _____
Division Director:	<u><i>Jerry Campbell</i></u>	Date: _____
Project Accountant:	<u><i>[Signature]</i></u>	Date: <u><i>4/4/22</i></u>
Asst. Supt of Mgmt Svcs:	<u><i>[Signature]</i></u>	Date: <u><i>4/13/22</i></u>
District Superintendent:	<u><i>[Signature]</i></u>	Date: <u><i>4/13/2022</i></u>



RECEIVED

APR 13 2022

OFFICE OF DISTRICT SUPT.  
CEWW BOCES

## Request for Special Aid Project Operation/Continuation Expenditure Report

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

Date 4/4/22

Special Aid Project Name: School Library System Supplemental Operating Aid

Special Aid Project Coser #: 956

Special Aid Project Term: From: 07/01/2022 To: 06/30/2023

Anticipated Award Amount: \$46,160.00

Period Requesting Continuation (90 Days Max)

From: 07/01/2022 To: 09/30/2022

**Approvals Received:**

Award Notification

Contract Signed by CVES Sent to Grantor

Additional Correspondence on Approval Status

Board Approved On:

Budget Account	Anticipated Total Budget	Expenditures to Date	Anticipated Expenditures during the next 90 days **
15x (certified salaries)	\$14,860.00		\$6427
16x (support salaries)	\$9,100.00		\$3300
200 (equipment)			
3xx (supplies)	\$1,200.00		
305 (supplies greater than \$500.00)			
4xx (contractual)	\$5,000.00		
46x (travel)	\$3,300.00		\$300.00
490 (BOCES/School Districts)			
8xx (Fringe Benefits)	\$12,700.00		\$4984
95x (O & M)			
9xx (Indirect Costs)			
<b>Total</b>	<b>\$46,160.00</b>		<b>\$15,011.00</b>

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



## Description of Anticipated Expenses

15X (Certified Salaries)	Salary for 90 days to continue project
16X (Support Salaries)	Salary for 90 days to continue project
200 (Equipment)	
3XX (Supplies)	
305 (Supplies greater than \$500)	
4XX (Contractual)	
46X (travel)	Travel for meetings for 90 days to continue project
490 (BOCES/ School Districts)	
8XX (Fringe Benefits)	Fringe rates for 90 days to continue project. TRS 675;ERS 428;FICA 744; Comp 92; health 3045

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

Project Coordinator Signature: Susan Fedor Date 4/4/22 Print Form

**Approval Signatures:**

Division Supervisor:	Date: _____
Division Director: <u>Amy Campbell</u>	Date: _____
Project Accountant: <u>[Signature]</u>	Date: <u>4/4/22</u>
Asst. Supt of Mgmt Svcs: <u>[Signature]</u>	Date: <u>4/13/22</u>
District Superintendent: <u>[Signature] EdD</u>	Date: <u>4/13/2022</u>



## **ENC. 5**

Recommend that the Board approve the following Special Aid Project:

1. Workforce Innovation and Opportunity Act (WIOA), Title II, Incarcerated and Institutionalized Education (Essex County) special aid fund project in the amount of \$203,000, for the period of July 1, 2022 through June 30, 2023 (pending State Education Department approval). (CV-TEC)

## **ENC. 6**

Recommend that the Board approve the following Cross-Contract Budgets:

1. Odyssey of the Mind – Washington-Saratoga-Warren-Hamilton-Essex BOCES budget in the amount of \$1,065 for the 2021-2022 school year to accommodate for a cross contract with WSWHE BOCES and Schroon Lake. (Co-Ser 420 – ISC)
2. DEI/CRSE Resources – Franklin-Essex-Hamilton BOCES budget in the amount of \$7,950 for the 2021-2022 school year to accommodate for cross contracts with FEH BOCES (Beekmantown, Crown Point, Keene, Plattsburgh) (Co-Ser 566 – ISC)

## **ENC. 7**

Recommend that the Board approve the following Cross Contract budget increases:

1. Special Education, Related Services – Washington-Saratoga-Warren-Hamilton-Essex BOCES budget from \$12,120 to \$12,570, for the 2021-2022 school year, to accommodate for additional service requests with WSWHE BOCES and Schroon Lake (Co-Ser 202 – Spec.Ed)
2. Model Schools – Washington-Saratoga-Warren-Hamilton-Essex BOCES budget from \$9,058 to \$18,116, for the 2021-2022 school year, to accommodate for cross contracts with WSWHE BOCES (Plattsburgh and Schroon Lake). (Co-Ser 501 – ISC)
3. Model Schools – Capital Region BOCES budget from \$111,500 to \$220,850, for the 2021-2022 school year, to accommodate for a cross contract with Capital Region BOCES (AuSable Valley and for potential year-end bill as used services). (Co-Ser 544 – ISC)
4. Voice & Electronic Communications – Capital Region BOCES budget from \$200,000 to \$201,500 for the 2021-2022 school year to accommodate for cross contracts with Capital Region BOCES (Boquet Valley and Crown Point). (Co-Ser 623 – ISC)

## **ENC. 8**

Recommend that the Board approve the following Budget Increases:

1. Supplemental Nutrition Assistance Program (SNAP) Employment & Training Venture V special aid fund project, from \$400,000 to \$407,938.58, for the period of December 1, 2021 through November 30, 2022. This is due to rollover of the 2020-2021 project funds. (CV-TEC)

## **ENC. 8 CONTINUED**

2. Career and Technical Education – Job Target/Pre-CTE Program budget from \$819,621 to \$837,906 due to increased participation in Job Target/Pre-CTE classes for the 2021-2022 school year. (CoSer 115/116 – CV-TEC)
3. Adult Education budget from \$590,750 to \$600,750 for the 2021-2022 school year to accommodate increased participation in CDL programs. (CoSer 103 – CV-TEC)

## **ENC. 9**

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

1. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and Commercial Sales for the purpose of obtaining comprehensive services from Commercial Sales for the receipt, inventory, warehousing, assembly, delivery, and set-up of a Virco Furniture Project at the Special Education Division in Plattsburgh. Services are anticipated to take place during the period of June 1, 2022 through September 30, 2022. The total amount for all project services is \$14,900. (Special Education) (attached)
2. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and Kelly McGinn for the purpose of obtaining Medicaid Speech oversight services including quarterly provider meetings, student observations, phone conferences, and Medicaid document review at a rate of \$110 per hour for the 2022-2023 school year. The current estimated annual expenditure for the agreement is \$30,800. (Special Education) (attached)
3. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and Behavioral Health Services North, Inc. (BHSN) for the purpose of obtaining management services with regards to Special Education’s Adventure Based Counseling, Youth Development and Family Enrichment Program (ABC), and the Intensive Therapeutic Support Program (6:1:1) at a “not to exceed” rate of \$150 per hour for the 2022-2023 school year. The current estimated annual expenditure for the agreement is \$18,000. (Special Education) (attached)
4. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and Dr. David Hedden for the purpose of obtaining professional psychiatric and consultation services in connection with the Special Education Day Treatment Program at a rate of \$200 per hour for the 2022-2023 school year. The current estimated annual expenditure for the agreement is \$17,000. (Special Education) (attached)
5. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and Adirondack Helping Hands for the purpose of obtaining therapist services for students in the CVES Special Education Program for the period of July 5, 2022 through August 13, 2022 at a rate of \$82 per hour. The estimated expenditure for the period will be \$6,150. (Special Education) (attached)
6. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP for Legal Services as needed, at a rate of \$215 per hour for partners services and \$185 per hour for associates’ services for the period July 1, 2022 through June 30, 2023. (Administration) (attached)

## **ENC. 9 CONTINUED**

7. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and Harris Beach, PLLC for Legal Services as needed, at a rate of \$215 per hour for attorney services and \$100 per hour for law clerk, paralegal, and legal research services for the period July 1, 2022 through June 30, 2023. (Administration) (attached)

8. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and Stafford, Owens, Murnane, Kelleher, Miller, Meyer & Zedick, PLLC for Legal Services as needed, at a rate of \$215 per hour for school attorney services and \$90 per hour for paralegal services for the period July 1, 2022 through June 30, 2023. (Administration) (attached)

9. Agreement between Clinton-Essex-Warren-Washington BOCES and Bartlett, Pontiff, Stewart & Rhodes, P.C. for Legal Services as needed, at a rate of \$250 per hour for attorney services and \$150 per hour for paralegal services for the period of July 1, 2022 through June 30, 2023. (Administration) (attached)

## **ENC. 10**

Recommend that the Board approve the following Agreements:

1. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and Cornell University for the purpose of obtaining the following training sessions: “Therapeutic Crisis Intervention Training of Trainers for Schools Update: LSI” for the date of August 2, 2022 and a “Crisis Intervention for Schools (TCIS) Update: 2-Day Post Crisis Response” for the dates of August 3 and August 4, 2022. The total amount for all services is \$17,500. (ISC) (attached)

2. Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) and the Clinton County Sheriff’s Office (County) under which the County will provide the services of a School Resource Officer (SRO) at BOCES from July 1, 2022 through June 30, 2023 for a total amount not anticipated to exceed \$46,000. (Administration) (attached)

## **ENC. 11**

Recommend that the Board approve the following resolution authorizing an Installment Purchase Contract:

WHEREAS, Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (the BOCES) desires to undertake the Purchase of equipment, machinery or apparatus for use by the BOCES Instructional Services Center Printshop.

WHEREAS, the cost of the installment purchase contract for the Purchase is not to exceed the principal amount of \$116,796, all or a portion of which is to be financed at an interest rate of 0% for a period of no more than five years.

WHEREAS, the BOCES desires to finance the Purchase by executing and delivering an installment purchase contract for said equipment, machinery or apparatus; and

WHEREAS, the BOCES desires to take certain preliminary actions to provide such financing and further desires to delegate the authority to negotiate, approve, execute and deliver an installment purchase contract and to carry out all other necessary or appropriate actions in furtherance thereof and of the Purchase;

NOW THEREFORE, BE IT RESOLVED, as follows:

Section 1. The BOCES hereby approves the Purchase and authorizes that it be undertaken at a principal cost not to exceed the amount set forth above.

Section 2. Pursuant to section 109-b of the General Municipal Law and part 39 of the regulations of New York State Department of Audit and Control, the BOCES hereby determines that it is in the best interests of the BOCES to procure the property involved in the Purchase from a vendor or vendors by selecting a bid, offer or proposal (as may be

## ENC. 11 CONTINUED

required by the general municipal and education laws and by the procurement policy) exclusive of the cost of financing. The BOCES directs that financing be obtained pursuant to section 39.8 of the aforesaid regulations, and further directs that certificates of participation shall not be issued in connection therewith except as a part of a pooled or aggregate program as defined in such regulations, or as may otherwise be permitted by applicable law.

Section 3. The BOCES has evaluated the financing alternatives available to it and hereby determines that it is in the best interest of the BOCES to finance the Purchase pursuant to an installment purchase contract for the following reasons: Financing the Purchase provides the advantages of improved cash flow and provides a closer matching of expenditures to the useful life of the Purchase, the BOCES may not finance the Purchase under the local finance law but may do so by an installment purchase contract. The use of an installment purchase contract provides the BOCES with a means to directly finance the Purchase.

The use of an installment purchase contract provides the BOCES with flexibility in structuring the payment for the Purchase, including, but not limited to, the timing of the closing of financing and the establishment of principal repayment schedules.

Section 4. The authority to solicit alternative quotations for financing from qualified interested parties and to select the quotation deemed to be in the best interest of the BOCES is hereby delegated to the President of BOCES, the chief fiscal officer, in accordance with section 39.8 of the regulations of the NY Department of Audit & Control, including without limitation the authority to determine the principal amount thereof (not to exceed the maximum principal amount set forth above), the interest rate (at a rate to be obtained by competitive written, fax or telephone quotations from qualified parties), the amount, timing and frequency of the payments, and to choose the lessor, and to make all other determinations appropriate thereto. The President and the District Superintendent of the BOCES are hereby authorized to execute and deliver an installment purchase contract and related documents for the purchase on behalf of and in the name of the BOCES in accordance with such determinations by the President, and the Clerk is hereby authorized to affix the seal of the BOCES thereto and attest the same, with such changes, variations, omissions and insertions as the authorized persons executing such contract or document shall approve, the execution thereof by such persons to constitute conclusive evidence of such determinations and approval. The form and substance of the installment purchase contract to be entered into for the Purchase, as so approved and in the form approved by Counsel to the BOCES, is hereby approved.

Section 5. The officers, employees and agents of the BOCES are hereby authorized and directed for and in the name and on behalf of the BOCES to do all acts and things required or provided for by the provisions of such installment purchase contract, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of this resolution and to cause compliance by the BOCES with all the terms, covenants and provisions of such installment purchase contract which are binding upon the BOCES.

Section 6. The installment contract shall be subject to annual cancellation by the Board of Cooperative Educational Services as a result of a lack of funding.

Section 7. This resolution shall constitute a declaration of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the Purchase.

Section 8. It is hereby determined that the period of probable usefulness of the equipment, machinery or apparatus referred to herein is five years, pursuant to subdivision 32 of paragraph a of Section 11.00 of the Local Finance Law.

Section 9. No payment under the installment purchase contract except payment for the total amount outstanding shall be financed from the proceeds of obligations issued pursuant to the local finance law other than the proceeds of revenue anticipation notes, tax anticipation notes or budget notes.

Section 10. The execution of the installment purchase contract will not cause the BOCES to exceed the debt limits prescribed by paragraph c of subdivision 6 of section 109-b of the General Municipal Law.

Section 11. This resolution shall take effect immediately.

# ENC. 9

## 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 COMMERCIAL SALES, with an office and place of business at 108 Hammond Lane, Plattsburgh NY 12901; hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Virco Furniture Storage and Installation Project hereinafter "SERVICES" during the period of June 1, 2022 through September 30, 2022. SERVICES are detailed on Attachment II and will include the receipt, inventory, warehousing, assembly, delivery, set-up and packaging disposal for all Virco furniture on Quotation #8259089, Attachment III.

COMMERCIAL SALES 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:** COMMERCIAL SALES 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. COMMERCIAL SALES shall perform the SERVICES described above, all such SERVICES being the responsibility of the COMMERCIAL SALES and those in the COMMERCIAL SALES employ.
3. COMMERCIAL SALES 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. COMMERCIAL SALES represents and warrants that neither COMMERCIAL SALES nor any of COMMERCIAL SALES employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. COMMERCIAL SALES 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. COMMERCIAL SALES 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:** COMMERCIAL SALES agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. COMMERCIAL SALES 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. COMMERCIAL SALES's fee shall be all inclusive, and shall be limited to \$14,900 and paid as follows: BOCES will render payment within 30 days after receipt of COMMERCIAL SALES'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:** COMMERCIAL SALES 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:** COMMERCIAL SALES 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 COMMERCIAL SALES with Internal Revenue Service Form 1099. COMMERCIAL SALES 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 COMMERCIAL SALES or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** This AGREEMENT will terminate upon submission by COMMERCIAL SALES of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of COMMERCIAL SALES to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by COMMERCIAL SALES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this  
24 day of May 2022.

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

Date: 5/24/2022

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

COMMERCIAL SALES

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

By: Josh W Seymour Josh W Seymour  
Contractor

By: \_\_\_\_\_  
Mark Davey/District Superintendent



## CENTRAL ADMINISTRATION

518-536-7340

District Office  
Management Services  
Business Office  
Employee Services

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

### CVES MISSION

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

## INSURANCE AGREEMENT - CONTRACTORS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Clinton-Essex-Warren-Washington BOCES/Champlain Valley Educational Services, herein after referred to as "the District" as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
- II. The policy naming the District as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer
  - Provide for 30-day notice of cancellation
  - State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers
  - The District shall be listed as an additional Insured by using endorsement CG 2026 or broader. 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.
- III. The contractor agrees to indemnify the District for any applicable deductibles.
- IV. Required Insurance:
  - Commercial General Liability Insurance**  
\$1,000,000 per occurrence/\$2,000,000 general and products/completed operations aggregate shall apply on a per-project basis.
  - Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles
  - Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees
  - Owners Contractors Protective Insurance**  
(Required for construction projects in excess of \$200,000.)  
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.
  - Bid Performance and Labor & Material Bonds**  
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.





QUOTATION #8259089

Item #	Supplier/Model #	Description	Unit Price	Qty	Extension
1	Virco Inc #MC2432AE	Molecule Series Desk, 24"D X 32"W X 24"-32"H X 1-1/8" Thick High-Pressure Laminate MDF Work Surface, Sure Edge, Height-Adjustable Legs, Nylon-Base Glides. Unique Shaped Collaborative Top Allows For Single-Student Use Or Grouping Of Multiple Desks In Various Arrangements. 52 ea Laminate-> Grey Nebula (GRY091) Sure Edge-> Eclipse (GRY11) Frame-> Eclipse (GRY11)	\$118.25	52	\$6,149.00
2	Virco Inc #MC2432SUAE	Molecule Series Desk, 24"D x 32"W, Stand Up Legs, 1-1/8" Thick High-Pressure Laminate MDF Work Surface, Sure Edge, Height-Adjustable Legs, Nylon-Base Glides. Unique Shaped Collaborative Top Allows For Single-Student Use Or Grouping Of Multiple Desks In Various Arrangements. 52 ea Laminate-> Grey Nebula (GRY091) Sure Edge-> Eclipse (GRY11) Frame-> Eclipse (GRY11)	\$129.25	52	\$6,721.00
3	Virco Inc #502436AEADJ	5000 Series Table With Sure Edge -24" X 36" X 1-1/8" High-Pressure Laminate MDF Top With Four 2-1/4" Diameter Legs With A Powder Coat Upper And Chrome Lower, Adjustable In Height From From 24" - 32" , With Premium Abs Plastic Adjustable Glides. 114 ea Laminate-> Grey Nebula (GRY091) Sure Edge-> Eclipse (GRY11) Frame-> Eclipse (GRY11)	\$204.88	114	\$23,356.32
4	Virco Inc #502436AEADJSU	5000 Series Table - 24" x 36" rectangle, 30"-39" adjustable height, 1-1/8" high-pressure laminate MDF top with backing sheet and Sure Edge finish, tubular steel legs, plastic glides. 36 ea Laminate-> Grey Nebula (GRY091) Sure Edge-> Eclipse (GRY11) Frame-> Eclipse (GRY11)	\$215.88	36	\$7,771.68
5	Virco Inc #SGC2M15	Sage Series 15" C2M 4-Leg Chair. Designed with the idea that sometimes kids need to move and sometimes they don't, the C2M (Choose to Move) Chair offers the ultimate choice in active, flexible seating with its unique, patented mode selector. In active mode, the C2M Chair allows controlled 360-degree movement with air coils that flex and compress as you move from side-to-side or back-and-forth, letting students shift and adjust to their most comfortable position. When conventional seating is more appropriate, a simple twist transforms the chair into an ergonomic, fixed position. In motion or not - it's your choice. Featuring a tubular steel frame and a polypropylene shell with four inside holding swivel glides. 15" Seat Height. Overall Dimensions 17-3/8" W x 19-1/4" D x 27-1/8" H. Optional steel-base and felt-base glides are available. Metal surfaces are chromed or with a powder coat finish. 116 ea Soft Plastic->Teal (GRN11) Frame->Chrome (CHRM)	\$137.23	116	\$15,918.68

Attachment II



QUOTATION #8259089

Shipping To: CLINTON ESSEX WARREN WASHINGTON

Item #	Supplier/Model #	Description	Unit Price	Qty	Extension
6	Virco Inc #SGC2M18	Sage Series 18" C2M 4-Leg Chair. Designed with the idea that sometimes kids need to move and sometimes they don't, the C2M (Choose to Move) Chair offers the ultimate choice in active, flexible seating with its unique, patented mode selector. In active mode, the C2M Chair allows controlled 360-degree movement with air coils that flex and compress as you move from side-to-side or back-and-forth, letting students shift and adjust to their most comfortable position. When conventional seating is more appropriate, a simple twist transforms the chair into an ergonomic, fixed position. In motion or not - It's your choice. Featuring a tubular steel frame and a polypropylene shell with four inside holding swivel glides. 18" Seat Height. Overall Dimensions: 20-3/8" W x 22-7/8" D x 32-5/8" H. Optional steel-base and felt-base glides are available. Metal surfaces are chromed or with a powder coat finish. 18" Models are available with an Upholstered seat. Upholstered Seat Models include the letter P.  332 ea Soft Plastic->Teal (GRN11) Frame->Chrome (CHRM)	\$153.45	332	\$50,945.40
7	Virco Inc #SGTASK18	Chair, Sage Series, Mobile Task Chair, Ergonomically Contoured Plastic Seat, Adjustable Gas Cylinder For 16"-20-1/2" Seat Height, Chair Swivels 360°, Five Dual-Wheeled Caster Base With 2" Hooded Swivel Casters.  40 ea Soft Plastic->Teal (GRN11) Mobile Base->Char Black (BLK01)	\$202.68	40	\$8,107.20
8	Virco Inc #50SL3048AEADJLO	Table, 5000 Series, Activity Table, Adjustable Height Short Legs, 30" X 48" Slide Shaped X 1-1/8" High-Pressure Laminate MDF Top And Sure Edge, 19"-27" Adjustable Height, Tubular Steel Thick Profile Legs, ABS Plastic Glide  15 ea Laminate-> Grey Nebula (GRY091) Sure Edge-> Eclipse (GRY11) Frame-> Eclipse (GRY11)	\$253.55	15	\$3,803.25
9	Virco Inc #50SL3048AEADJ	Slide Shaped 5000 Series Table With Sure Edge - 30" X 48" X 1-1/8" High-Pressure Laminate MDF Top With Four 2-1/4" Diameter Legs With A Powder Coat Upper And Chrome Lower, Adjustable In Height From From 24" - 32" , With Premium Abs Plastic Adjustable Glides.  30 ea Laminate-> Grey Nebula (GRY091) Sure Edge-> Eclipse (GRY11) Frame-> Eclipse (GRY11)	\$250.80	30	\$7,524.00
10	Virco Inc #50NEST48AEADJLO	Table, 5000 Series, Activity Table, Adjustable Height Short Legs, 48" Nest Shaped X 1-1/8" High-Pressure Laminate MDF Top And Sure Edge, 19"-27" Adjustable Height, Tubular Steel Thick Profile Legs, ABS Plastic Glide  18 ea Laminate-> Grey Nebula (GRY091) Sure Edge-> Eclipse (GRY11) Frame-> Eclipse (GRY11)	\$229.63	18	\$4,133.34

Attachment II



QUOTATION #8259089

Shipping To: CLINTON ESSEX WARREN WASHINGTON

Item #	Supplier/Model #	Description	Unit Price	Qty	Extension
11	Virco Inc #50NEST48AEADJ	Nest Shaped 5000 Series Table With Sure Edge - 48" X 1-1/8" High-Pressure Laminate MDF Top With Three 2-1/4" Diameter Legs With A Powder Coat Upper And Chrome Lower, Adjustable In Height From 24" - 32", With Premium Abs Plastic Adjustable Glides.  34 ea Laminate-> Grey Nebula (GRY091) Sure Edge-> Eclipse (GRY11) Frame-> Eclipse (GRY11)	\$226.88	34	\$7,713.92
12	Virco Inc #SGFLROCK15	Sage Series Floor Rocker for Kindergarten - 4th Grades: Floor Rockers are a durable and ergonomic alternative for floor seating. The one-piece polypropylene bucket offers a flexible backrest and a wide, spacious seat for long-lasting comfort. Sitting atop a sturdy, one-piece, color-coordinated base, the base is covered with a non-marring, black padded cushion for a smooth rock. Floor Rockers provide a gentle back-and-forth motion and encourage healthy sitting and offer the ergonomic benefits of our standard rockers. A convenient handhold makes the Floor Rocker easy to reposition as needed. Product Dimensions: Overall Dimensions 16" W x 21" D x 18" H, Seat Height approximately 5". Recommended for Kindergarten - 4th Grades.  14 ea Soft Plastic->Teal (GRN11)	\$93.23	14	\$1,305.22
13	Virco Inc #SGFLROCK18	Sage Series Floor Rocker for 5th Grades - Adult: Floor Rockers are a durable and ergonomic alternative for floor seating. The one-piece polypropylene bucket offers a flexible backrest and a wide, spacious seat for long-lasting comfort. Sitting atop a sturdy, one-piece, color-coordinated base, the base is covered with a non-marring, black padded cushion for a smooth rock. Floor Rockers provide a gentle back-and-forth motion and encourage healthy sitting and offer the ergonomic benefits of our standard rockers. A convenient handhold makes the Floor Rocker easy to reposition as needed. Product Dimensions: Overall Dimensions 17-3/4" W x 22-1/2" D x 20-1/4" H, Seat Height is approximately 5-3/8". Recommended for 5th Grades - Adult.  6 ea Soft Plastic->Teal (GRN11)	\$104.50	6	\$627.00
14	Virco Inc #SGROCK13	Chair, Sage Series, Rocker, 13" Seat Height, Ergonomically Contoured Plastic Seat, Steel Frame, Glides And Seats Are Color-Coordinated. Chrome Frame Only. Four Nylon Glides, Two Of Which Cover The Ends Of The Frame Tubes. Recommended For Use On Carpeted Surfaces Only.  4 ea Soft Plastic-> Teal (GRN11) Frame-> Chrome (CHRM)	\$129.80	4	\$519.20
15	Virco Inc #SGROCK15	Chair, Sage Series, Rocker, 15" Seat Height, Ergonomically Contoured Plastic Seat, Steel Frame, Glides And Seats Are Color-Coordinated. Chrome Frame Only. Four Nylon Glides, Two Of Which Cover The Ends Of The Frame Tubes. Recommended For Use On Carpeted Surfaces Only.  6 ea Soft Plastic->Teal (GRN11) Frame->Chrome (CHRM)	\$131.18	6	\$787.08

Attachment II



**QUOTATION #8259089**

**Shipping To: CLINTON ESSEX WARREN WASHINGTON**

Item #	Supplier/Model #	Description	Unit Price	Qty	Extension
16	Virco Inc #SGROCK18	Chair, Sage Series, Rocker, 17-5/8" Seat Height, Ergonomically Contoured Plastic Seat, Steel Frame, Glides And Seats Are Color-Coordinated. Chrome Frame Only. 2 ea Soft Plastic->Teal (GRN11) Frame->Chrome (CHRM)	\$152.08	2	\$304.16



# Business Supply

CVTEC Special Education De  
 PO Box 455  
 1585 Military Turnpike  
 Plattsburgh, NY 12901  
 Karen Davis

SKU	DESCRIPTION	YOUR PRICE EACH
	This is a quote for the Virco Furniture Project	\$14,900.00
	Commercial Sales is prepared to accept delivery of all furniture shipments at our 108 Hammond Lane Warehouse, we will house the product in our Facility.	
	We will check product for proper quantities and damages, and report findings to you within 24 hrs of receipt.	
	Any and all assembly of said furniture will be handled by us at our warehouse. We will handle disposal of all waste, cardboard, styrofoam packing etc	
	The delivery and set up of all furniture, including the 6? classrooms in the Mineville campus is included	
	We are committed to make this a completely hands off project for your team!	
	Dennis Kautz and Josh Seymour will be your dedicated contacts and you will be provided their direct contact info!	
	As discussed this project is estimated to be completed the last 2 weeks of August 2022 when there are no classes in session at both campus'	
	We are not responsible for missing or damaged products not delivered or installed in the time frame discussed.	

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

**AGREEMENT** made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and Kelly McGinn, residing at 52 Old Dock Rd, Plattsburgh, NY 12901, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Medicaid Speech oversight which includes: quarterly provider meetings, student observations, phone conferences, and review of all Medicaid documents for Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services during the period of July 1, 2022 to June 30, 2023.

Kelly McGinn 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:** Kelly McGinn 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. Kelly McGinn shall perform the SERVICES described above, all such SERVICES being the responsibility of Kelly McGinn and those in Kelly McGinn's employ.
3. Kelly McGinn 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. Kelly McGinn represents and warrants that neither Kelly McGinn nor any of Kelly McGinn employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Kelly McGinn 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.
6. Kelly McGinn 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:** Kelly McGinn agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. Kelly McGinn 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. Kelly McGinn's fee shall be all inclusive, and shall be limited to \$110.00 per hour. Kelly McGinn shall submit an invoice for services rendered no later than (90) days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of Kelly McGinn'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:** Kelly McGinn 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:** Kelly McGinn 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 Kelly McGinn with Internal Revenue Service Form 1099. Kelly McGinn 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 Kelly McGinn or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** BOCES reserves the right to terminate this AGREEMENT under any of the following conditions: 1) the AGREEMENT may be cancelled by BOCES without advance notice or penalty in the event of a coronavirus outbreak and/or a government declared state of emergency. In such event, BOCES shall be relieved of all further liability, except with respect to AGREEMENT SERVICES provided to BOCES by Kelly McGinn occurring on or before the cancellation date. 2) upon failure of Kelly McGinn to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Kelly McGinn. 3) the AGREEMENT may also terminate naturally upon submission by Kelly McGinn of a final product satisfactory to BOCES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

**Contractor**

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

Date: 5/17/22

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

By: Kelly McGinn  
(Kelly McGinn)

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

By: \_\_\_\_\_  
(Dr. Mark Davey/District Superintendent)





**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 BEHAVIORAL HEALTH SERVICES NORTH, INC., with an office and place of business at 22 U.S. Oval Suite 218 Plattsburgh, NY 12903; hereinafter be collectively referred to as “THE PARTIES.”

BOCES desires to have certain services and activities described as follows: Management of the Adventure Based Counseling, Youth Development and Family Enrichment Program (ABC) for at-risk individuals and families associated with the Intensive Therapeutic Support Program (6:1:1) to commence on July 7, 2022 through June 30, 2023. The program entails weekly student sessions and family sessions over the course of the fiscal year. Times and dates of sessions are mutually agreed upon and may be rescheduled as such. The hourly cost of student and family sessions are all inclusive and shall not exceed \$150 per hour.

BEHAVIORAL HEALTH SERVICES NORTH, INC. is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. **RETAINER:** BEHAVIORAL HEALTH SERVICES NORTH, INC. 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. BEHAVIORAL HEALTH SERVICES NORTH, INC. shall perform the SERVICES described above, all such SERVICES being the responsibility of the BEHAVIORAL HEALTH SERVICES NORTH, INC. and those in the BEHAVIORAL HEALTH SERVICES NORTH, INC.’s employ.
3. BEHAVIORAL HEALTH SERVICES NORTH, INC. 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. BEHAVIORAL HEALTH SERVICES NORTH, INC. represents and warrants that neither BEHAVIORAL HEALTH SERVICES NORTH, INC. nor any of BEHAVIORAL HEALTH SERVICES NORTH, INC.’s employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. BEHAVIORAL HEALTH SERVICES NORTH, INC. agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT.
6. BEHAVIORAL HEALTH SERVICES NORTH, INC. shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.

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22 US Oval, Suite 218 | Plattsburgh, NY 12903 | 518.563.8206 | fax 518.324.3714

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7. **INSURANCE:** BEHAVIORAL HEALTH SERVICES NORTH, INC. agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. BEHAVIORAL HEALTH SERVICES NORTH, INC. acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.
8. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. BEHAVIORAL HEALTH SERVICES NORTH, INC.'s fee shall be ALL INCLUSIVE, AND SHALL BE LIMITED TO \$150.00 per hour. Behavioral Health Services North, Inc. shall submit an invoice for services rendered no later than 90 days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of BEHAVIORAL HEALTH SERVICES NORTH, INC.'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:** BEHAVIORAL HEALTH SERVICES NORTH, INC. is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. **PUBLIC RETIREES:** BEHAVIORAL HEALTH SERVICES NORTH, INC. agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. **RESPONSIBILITY FOR TAXES:** BOCES will provide BEHAVIORAL HEALTH SERVICES NORTH, INC. with Internal Revenue Service Form 1099. BEHAVIORAL HEALTH SERVICES NORTH, INC. is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. **PAYMENT:** Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. **GOVERNING LAW:** This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. **EXECUTORY CLAUSE:** BOCES shall have no liability under this AGREEMENT to the BEHAVIORAL HEALTH SERVICES NORTH, INC. or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** BOCES reserves the right to terminate this AGREEMENT under any of the following conditions: 1) the AGREEMENT may be cancelled by BOCES without advance notice or penalty in the event of a coronavirus

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outbreak and/or a government declared state of emergency. In such event, BOCES shall be relieved of all further liability, except with respect to AGREEMENT SERVICES provided to BOCES by the BEHAVIORAL HEALTH SERVICES NORTH, INC. occurring on or before the cancellation date. 2) upon failure of BEHAVIORAL HEALTH SERVICES NORTH, INC. to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by CONSULTANT/CONTRACTOR. 3) the AGREEMENT may also terminate naturally upon submission by the BEHAVIORAL HEALTH SERVICES NORTH, INC. of a final product satisfactory to BOCES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

Clinton-Essex-Warren-Washington

Board of Cooperative Educational Services

BEHAVIORAL HEALTH SERVICES NORTH, INC.

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

By:   
(Behavioral Health Services North, Inc.)

By: \_\_\_\_\_  
Mark Davey/District Superintendent

Mark Lukens, President & CEO

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**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 DR. DAVID HEDDEN, with an office and place of business at 708 Barstow Road, Shelburne, Vermont 05482-6986; hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Psychiatrist will monitor and review all treatment plans, conduct evaluations, prescribe medications and provides consultation to staff and family in a treatment team setting associated with the Day Treatment Program for the period of July 1, 2022 to June 30, 2023.

DR. DAVID HEDDEN 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:** DR. DAVID HEDDEN 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. DR. DAVID HEDDEN shall perform the SERVICES described above, all such SERVICES being the responsibility of the DR. DAVID HEDDEN and those in the DR. DAVID HEDDEN's employ.
3. DR. DAVID HEDDEN 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. DR. DAVID HEDDEN represents and warrants that neither DR. DAVID HEDDEN nor any of DR. DAVID HEDDEN's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. DR. DAVID HEDDEN 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. DR. DAVID HEDDEN shall provide materials for reproduction and personnel, to complete the services, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. **HOLD HARMLESS AGREEMENT:** DR. DAVID HEDDEN agrees to provide BOCES with a Hold Harmless Agreement for Professional Consultants as set forth in Attachment I prior to Commencement of Services.
8. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. DR. DAVID HEDDEN's hourly rate shall be all inclusive and shall be limited to

\$200.00 per hour. DR. DAVID HEDDEN shall submit an itemized invoice for services rendered no later than 90 days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of DR. DAVID HEDDEN'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:** DR. DAVID HEDDEN 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:** DR. DAVID HEDDEN 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 DR. DAVID HEDDEN with Internal Revenue Service Form 1099. DR. DAVID HEDDEN 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 DR. DAVID HEDDEN or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** BOCES reserves the right to terminate this AGREEMENT under any of the following conditions: 1) the AGREEMENT may be cancelled by BOCES without advance notice or penalty in the event of a coronavirus outbreak and/or a government declared state of emergency. In such event, BOCES shall be relieved of all further liability, except with respect to AGREEMENT SERVICES provided to BOCES by DR. DAVID HEDDEN occurring on or before the cancellation date. 2) upon failure of DR. DAVID HEDDEN to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by DR. DAVID HEDDEN. 3) the AGREEMENT may also terminate naturally upon submission by DR. DAVID HEDDEN of a final product satisfactory to BOCES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 18<sup>th</sup> day of May 2022.

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

Date: 5-18/22

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

DR. DAVID HEDDEN

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

By: D. Hedden, M.D.  
(Dr. David Hedden)

By: \_\_\_\_\_  
Mark Davey/District Superintendent

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

**AGREEMENT** made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and *Adirondack Helping Hands*, with an office and place of business at 2075 Route 3, Cadyville, NY 12918 hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: *Adirondack Helping Hands* will provide speech therapist(s) to provide direct and indirect (e.g. paperwork) speech services commencing on or about July 5, 2022 through August 13, 2022, providing services at \$82.00 per hour. Dates of service are mutually agreed upon by both parties and scheduled as such.

*Adirondack Helping Hands* 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:** *Adirondack Helping Hands* 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. *Adirondack Helping Hands* shall perform the SERVICES described above, all such SERVICES being the responsibility of *Adirondack Helping Hands* and those in the *Adirondack Helping Hands* employ.
3. *Adirondack Helping Hands* 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. *Adirondack Helping Hands* represents and warrants that *Adirondack Helping Hands* nor any of *Adirondack Helping Hands* employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. **FINGERPRINTING:** If required by BOCES, Contractor/Consultant agrees to have employees assigned to student-related SERVICES to submit for fingerprinting through the New York State Education Department. Upon submission of an invoice with paid receipts, the cost of such services will be fully reimbursed by BOCES to the Contractor/Consultant.
6. *Adirondack Helping Hands* 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.
7. *Adirondack Helping Hands* 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.

8. **INSURANCE:** Adirondack Helping Hands agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. Adirondack Helping Hands acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and objects it to liability for damages, indemnification, and all other legal remedies available to BOCES.
9. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. *Adirondack Helping Hands* fee shall be all inclusive, and shall be limited to \$82.00 per hour. They will provide speech therapist(s) to provide direct and indirect (e.g. paperwork) speech services commencing on or about July 5, 2022 through August 13, 2022. Dates of service are mutually agreed upon by both parties. *Adirondack Helping Hands* shall submit an invoice for services rendered no later than (90) days from the date of service to be paid as follows: BOCES will render payment within 30 days after receipt of *Adirondack Helping Hands* invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES.
10. **INDEPENDENT CONTRACTOR:** *Adirondack Helping Hands* is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
11. **PUBLIC RETIREES:** *Adirondack Helping Hands* agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
12. **RESPONSIBILITY FOR TAXES:** BOCES will provide *Adirondack Helping Hands* with Internal Revenue Service Form 1099. *Adirondack Helping Hands* is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
13. **PAYMENT:** Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
14. **GOVERNING LAW:** This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
15. **EXECUTORY CLAUSE:** BOCES shall have no liability under this AGREEMENT to *Adirondack Helping Hands* or to anyone else beyond funds appropriated and available for this AGREEMENT.
16. **TERMINATION:** BOCES reserves the right to terminate this AGREEMENT under any of the following conditions: 1) the AGREEMENT may be cancelled by BOCES without advance notice or penalty in the event of a coronavirus outbreak and/or a government declared state of emergency. In such event, BOCES shall be relieved of all further liability, except with respect to AGREEMENT SERVICES provided to BOCES by the *Adirondack Helping Hands* occurring on or before the cancellation date. 2) upon failure of *Adirondack Helping Hands* to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by *Adirondack Helping*



*Hands.* 3) the AGREEMENT may also terminate naturally upon submission by the *Adirondack Helping Hands* of a final product satisfactory to BOCES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 25<sup>th</sup> day of May 2022.

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

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

Consultant

By: Katie Y. Cairns    
Adirondack Helping Hands

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

Date: 5/25/22

By: \_\_\_\_\_  
(Dr. Mark Davey, District Superintendent)

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

CHAMPLAIN VALLEY EDUCATIONAL SERVICES  
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2022 through June 30, 2023.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

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

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

Date: 5/19/2022

Hogan, Sarzynski, Lynch, De Wind,  
& Gregory, LLP

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

(Consultant/ Independent Contractor)

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

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

**STATEMENT OF CLIENT'S RIGHTS AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

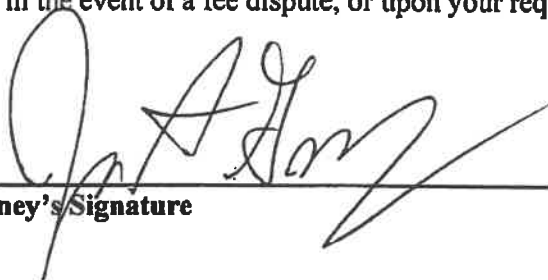
Once your Judgment of Divorce is signed, if you are re-retaining an attorney you must sign a new retainer agreement.

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

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

Receipt Acknowledged:

Dated: 5/19/2022

  
\_\_\_\_\_  
Attorney's Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Client's Signature



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

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter "SERVICES" at BOCES during the period of July 1, 2022 through June 30, 2023.

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

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

1. **RETAINER:** Harris Beach, PLLC is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. Harris Beach, PLLC shall perform the SERVICES described above, all such SERVICES being the responsibility of Harris Beach, PLLC and those in the Harris Beach, PLLC's employ.
3. Harris Beach, PLLC is free to devote their attention to the SERVICES as they see fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Harris Beach, PLLC agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references, upon request.
5. Harris Beach, PLLC shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided. Disbursements including telephone charges, copies, faxes, mileage and any computer use shall be charged to the BOCES.
6. **INSURANCE:** Harris Beach, PLLC agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
7. **FEES AND CHARGES:** It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Harris Beach, PLLC's fee shall be all inclusive, and shall be limited to ~~\$210~~per \$215 per hour for attorneys and \$100 per hour for law clerks, paralegals and legal research by Harris Beach librarian staff and paid as follows: BOCES will render payment within 30 days after receipt of Harris Beach, PLLC's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by Harris Beach, PLLC to the project.

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

Date: May 24, 2022

Clinton-Essex-Warren-Washington

Harris Beach, PLLC

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

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

By: Douglas E. Gerhardt (for Harris Beach, PLLC)

(Consultant/ Independent Contractor)

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

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

CEWW Board of Cooperative Educational Services desires to have certain services and activities described as follows: legal services and advice to assist in the administration of School business, hereinafter "SERVICES" during the period of July 1, 2022 through June 30, 2023.

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

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

1. **RETAINER:** The School Attorney is hereby retained by CEWW Board of Cooperative Educational Services as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. **SCOPE OF SERVICES:** School Attorney shall perform the SERVICES described below in this Paragraph, at the discretion of the CEWW Board of Cooperative Educational Services, all such SERVICES being the responsibility of the School Attorney and those in the School Attorney's employ.
  - (a) To be available on call to give counsel to the CEWW Board of Cooperative Educational Services, District Superintendent, and School Administrators.
  - (b) To attend regular Board meetings and such special meetings as the Board may direct, and advise the CEWW Board of Cooperative Educational Services upon legal matters as they arise at such meetings.
  - (c) To represent the CEWW Board of Cooperative Educational Services in presenting PINS petitions and in District Superintendent's Hearings regarding students, as well as occasional disciplinary proceedings against employees.
  - (d) To present written or oral reports as requested and within time limits set by the CEWW Board of Cooperative Educational Services or District Superintendent pertaining to questions of a legal nature.

- (e) To review and consult, as requested, as to contracts with vendors or such people or corporations doing business with the District, and including construction work.
  - (f) To prepare legal notices.
  - (g) To manage and oversee the annual election and special elections.
  - (h) To provide legal services for real estate sales or acquisitions.
  - (i) Initially, to represent the District in all court cases. To act as or assist trial counsel and, with CEWW Board of Cooperative Educational Services authority, on recommendation of the District Superintendent, to assist and represent employees.
  - (j) To undertake all other legal and related services assigned by the CEWW Board of Cooperative Educational Services or District Superintendent.
3. School Attorney is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
  4. School Attorney represents and warrants that neither School Attorney nor any of School Attorney's employees, agents, or assigns performing SERVICES for CEWW Board of Cooperative Educational Services pursuant to this AGREEMENT has been convicted of a felony.
  5. School Attorney agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for CEWW Board of Cooperative Educational Services pursuant to this AGREEMENT, and further agrees to provide CEWW Board of Cooperative Educational Services with a minimum of two (2) business references.
  6. School Attorney shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
  7. INSURANCE: The School Attorney agrees to provide CEWW Board of Cooperative Educational Services with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
  8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. CEWW Board of Cooperative Educational Services agrees to pay the School Attorney \$215.00 per hour for attorney services and \$90.00 per hour for paralegal services performed for the period July 1, 2022 through June 30, 2023, unless this Agreement is terminated earlier as provided herein. The School Attorney shall submit an itemized bill for services performed on a quarterly basis. In addition, the CEWW Board of Cooperative Educational Services agrees to reimburse the School Attorney for the CEWW Board of Cooperative Educational Services'

proportion of the annual registration fee for the NYS School Boards Legal Partners program, which permits the School Attorney cost-effective access to school law and related information for the CEWW Board of Cooperative Educational Services which is not available from any other source. School Attorney's fee shall be all inclusive, and shall be paid as follows: CEWW Board of Cooperative Educational Services will render payment within 30 days after receipt of School Attorney's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to CEWW Board of Cooperative Educational Services.

9. In addition to the payments to the School Attorney for services rendered, the CEWW Board of Cooperative Educational Services will pay or reimburse the School Attorney for the following expenses incurred in the performance of the School Attorney's duties.
  - (a) Photocopying, postage, and long distance phone charges incurred by the School Attorney on behalf of the CEWW Board of Cooperative Educational Services.
  - (b) Mileage for travel outside Clinton County at the rate of \$.51 per mile.
  - (c) Reasonable expenses for overnight lodging and meals while performing services for the CEWW Board of Cooperative Educational Services.
  - (d) Fees for services of legal process, court filing fees, witness fees, and other such costs and charges as are reasonably necessary in the pursuit of School Attorney's duties, or as may be incurred upon lawful direction of the CEWW Board of Cooperative Educational Services or its District Superintendent.
10. INDEPENDENT CONTRACTOR: School Attorney is an independent contractor, not an employee of CEWW Board of Cooperative Educational Services and is not entitled to: participation in any benefit plan provided to the employees of CEWW Board of Cooperative Educational Services; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of CEWW Board of Cooperative Educational Services.
11. PUBLIC RETIREES: School Attorney agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
12. RESPONSIBILITY FOR TAXES: CEWW Board of Cooperative Educational Services will provide School Attorney with Internal Revenue Service Form 1099. School Attorney is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.

13. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by CEWW Board of Cooperative Educational Services. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by CEWW Board of Cooperative Educational Services.
14. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
15. EXECUTORY CLAUSE: CEWW Board of Cooperative Educational Services shall have no liability under this AGREEMENT to the School Attorney or to anyone else beyond funds appropriated and available for this AGREEMENT.
16. TERMINATION. Either party may terminate this Agreement upon 30 days written notice to the other for any reason.
17. SPECIALTY COUNSEL. The CEWW Board of Cooperative Educational Services reserves the right to employ additional legal counsel to represent the Board of Cooperative Educational Services.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

Date: 5-19-22

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

Stafford, Owens, Murnane, Kelleher,  
Miller, Meyer & Zedick, PLLC

By: \_\_\_\_\_  
Mitchell St. Pierre, President

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

By: \_\_\_\_\_  
Mark Davey, District Superintendent

CHAMPLAIN VALLEY EDUCATIONAL SERVICES  
INDEPENDENT CONTRACTOR/ CONSULTANT AGREEMENT

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

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter “SERVICES” at BOCES during the period of July 1, 2022 through June 30, 2023.

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

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

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

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

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



IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

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

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

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

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

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

(Consultant/ Independent Contractor)

# ENC. 10

## **TRAINING SERVICES AGREEMENT**

**between**

**CORNELL UNIVERSITY on behalf of its Bronfenbrenner Center  
for Translational Research  
and**

**Clinton-Essex-Warren-Washington Counties Board of  
Cooperative Education Services**

This training services agreement (hereinafter "Agreement") is made effective as of the date of signature of both parties below, by and between Clinton-Essex-Warren-Washington Counties Board of Cooperative Education Services (hereinafter Client) with its offices located at PO BOX 455 Plattsburgh, NY 12901 and Cornell University on behalf of its Bronfenbrenner Center for Translational Research with its offices located at 3M207 MVR Hall, 37 Forest Home Dr., Ithaca, NY 14853-4401 (hereinafter "Cornell University").

### **WITNESSETH**

**WHEREAS, CLIENT** and Cornell University desire to enter into an agreement relating to Therapeutic Crisis Intervention Training of Trainers services which are to be provided by Cornell University for *CLIENT*, delivered at a location to be determined at a later date and agreed upon by both parties.

**WHEREAS, CLIENT** and Cornell University have been engaged in discussions, and have exchanged proposals all relating to the scope of services to be provided by Cornell University to Client and their respective rights and responsibilities; and

**WHEREAS, CLIENT** desires to engage Cornell University for the purpose of providing to *CLIENT* specific training, education, and associated services (hereinafter detailed as "Services") and Cornell University is willing and agrees to perform the requested Services, all under and pursuant to the terms and conditions of this Agreement; and

**WHEREAS, CLIENT** and Cornell University wish to formalize all of their understandings and their mutual agreements by their signing, acceptance and entry into this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises exchanged between the parties, *CLIENT* and Cornell University hereby agree as follows:

#### **1. DESCRIPTION OF SERVICES.**

- (a) "Services" (which as used in this Agreement shall include educational services) shall include the following described activities and all activities of Cornell University necessary to its performance of the work included in the description herein described.

- i. Materials: Cornell University agrees to ship training materials to the appropriate training locations.
- ii. Training Delivery: Additionally, Cornell University agrees to deliver a 1-day *Therapeutic Crisis Intervention Training of Trainers for Schools Update: LSI* for up to 25 people. The dates of the training will be August 2, 2022. The location of the training to be determined at a later date and agreed upon by both parties.
- iii. Training Delivery: Additionally, Cornell University agrees to deliver a *Crisis Intervention for Schools (TCIS) Update: 2-day Post Crisis Response* for up to 25 participants. The dates of the training will be August 3-4, 2022. .

(b) Fee for Services: *CLIENT* agrees to pay to Cornell University a fee of \$17,500 for the provided services.

2. **BILLING**. Services will be billed by Cornell University through Residential Child Care Project, 3M207 MVR Hall, 37 Forest Home Dr., Ithaca, NY 14853-4401.

Clinton-Essex-Warren-Washington  
Counties Board of Cooperative  
Education Services PO BOX 455  
Plattsburgh, NY 12901  
Attn: Stephanie Trombly-Purchasing  
Agent  
E-mail: [trombly\\_stephanie@cves.org](mailto:trombly_stephanie@cves.org)

Payment for services shall be made to the Bronfenbrenner Center for Translational Research within thirty (30) days of *CLIENT* receipt of the bill for services. Outstanding balances beyond 30 days will be assessed a penalty of 5% per month. Purchase orders and checks, payable to Cornell University, will be forwarded to the Residential Child Care Project, 3M207 MVR Hall, 37 Forest Home Dr., Ithaca, NY 14853-4401.

3. **TERM**. The term of this Agreement shall commence on the date of signing by both parties and shall continue until December 31, 2022, unless terminated sooner in accordance with its terms.
4. **DISCLAIMER AND TERMINATION**. It is recognized that situations may arise which would make it difficult, if not impossible for Cornell University's instructors to deliver the training as agreed to or in the timeframe agreed to. It is further recognized that there may be situations in which *CLIENT* will desire to discontinue the program. Therefore, it is understood and agreed that Agreement may be postponed or discontinued at any time at the option of either party, upon thirty (30) days prior written notice to the other party. If the training is cancelled by *CLIENT* less than 30 days prior to the training, you will be charged a cancellation fee of \$500.00.

- 5. TRAINING EQUIPMENT.** *CLIENT* will provide suitable training equipment, such as a laptop, LCD projector, and speakers; or an equivalent training system, for the Cornell University instructors to utilize in performing the services under this Agreement.
- 6. INDEPENDENT CONTRACTOR.** Cornell University's relationship to *CLIENT* in performing Services under this Agreement is that of an independent contractor. The

personnel who will perform services under this Agreement shall at all times be under Cornell University's exclusive direction and control and shall be employees or independent contractors of Cornell University and not *CLIENT*. Cornell University shall pay all wages, salaries, fringe benefits, and other amounts due to its personnel or its independent contractors in connection with this Agreement and shall further be responsible for all reports and obligations respecting them relating to Social Security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

- 7. REPRESENTATIONS.** All Services shall be performed in accordance with sound and generally accepted professional practices and industry standards by professional, managerial, and administrative personnel fully qualified in the respective professional discipline required. All statements and materials regarding its qualifications to perform the Services under this Agreement are true and correct and are not misleading or incomplete for any reason, including by reason of omission. Cornell University makes no warranty, either express or implied, regarding the application or use of its services by *CLIENT*, including any specific outcome or result. Notwithstanding the provisions in Section 4 of this Agreement to the contrary, Cornell University agrees that *CLIENT* may immediately terminate this Agreement if Cornell University has misstated its qualifications to perform the Services hereunder.
- 8. CONFIDENTIAL AND PROPRIETARY INFORMATION.** Confidential or proprietary information, which is disclosed by either party to the other for purposes of performing the Services hereunder and which is clearly identified by the disclosing party as confidential or proprietary information, shall be protected by the receiving party in the same manner and with the same degree that the receiving party uses to protect its own confidential or proprietary information. Without limiting the foregoing, the terms of this Agreement shall be deemed confidential information. However, neither party shall be required to keep confidential information which: (a) is or becomes publicly available; (b) already in that party's possession at the time of disclosure by the other party; (c) independently developed by that party outside the scope of this Agreement; or (d) rightfully obtained from third persons. Nothing in this Agreement shall prevent *CLIENT* from disclosing Cornell University's proprietary and confidential information to the extent required by law. Cornell University acknowledges and agrees *CLIENT* is a public corporation subject to New York's Freedom of Information Law ("FOIL") and as such this Agreement may be subject to a valid third-party FOIL request and *CLIENT* cannot guarantee confidentiality under this Agreement. *CLIENT* agrees however that it shall only disclose Cornell's proprietary and confidential information pursuant to FOIL to the extent required under applicable law.
- 9. INDEMNIFICATION AND RESPONSIBILITY.** In no event shall Cornell University be responsible for any accident or injury caused by the failure of *CLIENT* employees to perform the training exercises properly. *CLIENT* understands that there is inherent risk of personal injury associated with the performance of the training exercises by its trainees. To the fullest extent allowed by law, *CLIENT* agrees to indemnify and hold Cornell University, its trustees, officers, employees, and agents harmless from any accident or injury (including death) due to the inherent risk of performing the training exercises, or from any claims, actions, losses, liabilities, damages, costs, expenses (including reasonable attorneys' fees) or judgments arising from the acts or omissions of *CLIENT*, its employees or agents (collectively, "Claims"), except to the extent, if any, that such Claims are caused by the gross

negligence of Cornell University, its employees, contractors or agents, and *CLIENT* hereby waives subrogation on behalf of itself and its insurance company for any workers compensation claim. As a condition of indemnification, each party agrees to notify the other of any asserted claim, and to cooperate fully in the defense of any such claim.

**10. INTELLECTUAL PROPERTY & NON-EXCLUSIVE LICENSE TO *CLIENT*.**

The following provisions shall apply with respect to copyrightable works and intellectual property which pertain to the Services performed by Cornell University under this Agreement:

(a) All materials belonging to or in the possession of *CLIENT*, written, printed, or otherwise recorded, shall be used by Cornell University only in the performance of Services hereunder and Cornell University shall not record, reference, or reproduce such materials without the express written consent of *CLIENT*.

(b) Cornell University and/or the instructor shall retain exclusive copyright and all intellectual property rights to materials developed under this Agreement. The participants in the programs delivered pursuant to the Scope of Work may use the program materials for reference purposes, but any additional use of the materials requires the written permission of Cornell University

**11. CONSEQUENTIAL DAMAGES.** In no event shall either party be liable to the other for payment of any consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages..

**12. INSURANCE CERTIFICATE & ADDITIONAL INSURED STATUS.** During the term of this Agreement, Cornell University shall maintain and provide proof upon request to *CLIENT* of the existence of general commercial liability insurance coverage or self insurance program, together with such further insurance coverages which are satisfactory to *CLIENT*. Upon request by *CLIENT*, its officers, directors, agents, affiliates, members and employees, shall all be designated as additional insured on Cornell University general liability insurance policies but limited to those claims accident or incidents arising out of the acts, errors or omissions of Cornell University as specifically limited by section 9.

**13. NONDISCRIMINATION.** The parties agree that they will not discriminate because of sex, race, religion, color, or national origin, and will not discriminate on any basis covered under other applicable laws in any area of their operations under this Agreement. Any violation of this Section 13 by either party shall constitute a material breach of this Agreement.

**14. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to *CLIENT*:

Attn: Sarah Paquette

Clinton-Essex-Warren-Washington Counties Board of Cooperative Education Services  
PO BOX 455 Plattsburgh, NY 12901

Tel: 518-561-0100 ext 359

E-mail: [paquette\\_sarah@cves.org](mailto:paquette_sarah@cves.org)

If to Cornell University

Cornell University, College of Human Ecology, Bronfenbrenner Center for Translational  
Research, Residential Child Care Project

Attn: Martha Holden

Title: Project Director

3M207 MVR Hall, 37 Forest Home Dr.,

Ithaca, NY 14853-4401

Tel: (607) 254-5337 E-mail: [mjh19@cornell.edu](mailto:mjh19@cornell.edu)

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

15. **ENTIRE AGREEMENT.** This Agreement, including any appended Exhibits or Schedules contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
16. **AMENDMENT.** This Agreement may be modified or amended if the modification or amendment is made in writing and is signed by both parties.
17. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
19. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New York, and any claims hereunder shall be brought in Tompkins County, New York.
20. **ASSIGNMENT.** This Agreement shall be binding upon the successors of either party hereto but shall not be assigned by either party without the written consent of both parties, said consent not to be unreasonably withheld or delayed. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by *CLIENT* and Cornell University and their respective successors and assigns as permitted hereunder.
21. **FORCE MAJEURE.** Neither party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay or failure is caused by pandemic, epidemic, fire, flood, lightning, lockout, riot, explosion, war, strike, embargo, government requirement, civil or military authorities, government

travel restriction, acts of God or by the public enemy, acts of terrorism, or other causes beyond the reasonable control of such party.

**22. CAPTIONS AND HEADINGS.** The division of this Agreement into sections and the use of captions and headings are solely for the convenience of the parties and shall have no effect in construing the provisions of this Agreement.

**23. SIGNATORY AUTHORITY.** The individuals signing below on behalf of *CLIENT* and Cornell University are authorized to sign and bind their respective organizations to the terms of this Agreement.

**IN WITNESS WHEREOF,** *CLIENT* and Cornell University on Behalf of its Bronfenbrenner Center for Translational Research have authorized their representatives to execute this Agreement on their behalves on the dates indicated below.

**CONTRACTING ORGANIZATION**

Dated: \_\_\_\_\_, 2022

By:

\_\_\_\_\_  
Michael St. Pierre/Board President  
Mark Davey/District Superintendent

**Cornell University on behalf of its  
Bronfenbrenner Center for Translational  
Research**

Dated: \_\_\_\_\_, 2022

By:

\_\_\_\_\_  
Craig Higgins  
Associate Dean for Administration, College  
Business Officer, Human Ecology,  
Bronfenbrenner Center for Translational  
Research



**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. However, in the event CVES needs a Deputy outside of the usual scope of work, i.e. special events, CVES will be billed at that Deputy’s regular rate of pay plus FICA. The County will bill CVES monthly with backup showing the total hours worked by the deputy. CVES will reimburse Clinton County for job-related training of the SRO, including the cost of the training and hourly wage & FICA paid to the SRO for the training, not to exceed \$2,500. This contract shall commence July 01, 2022 and shall remain in effect through June 30, 2023.

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: \_\_\_\_\_  
Chairperson  
Clinton County Legislature

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

## ENC. 12

Recommend that the Board award the following Bids:

1. Award the “CVES Yandon-Dillon Paving Project” bid for Mineville Campus paving and pavement upgrades in the amount of \$214,000 to Noel J. Brunell & Son, Inc. of Plattsburgh, NY

Note: Two additional companies submitted a bid:

-Luck Brothers, Inc of Plattsburgh, NY with a bid of \$235,000

-Reale Construction Company, Inc. of Ticonderoga, NY with a bid of \$328,000

2. Award the “PSC Storage Buildings – Door Reconstruction and Install Project” bid for hanger door replacement and upgrades at the Plattsburgh Satellite Campus in the amount of \$112,500 to Murnane Building Contractors, Inc. of Plattsburgh, NY

Note: No additional companies submitted a bid

3. Award the “CVES Pool Ceiling Replacement Project” bid for pool ceiling replacement and lighting upgrades at the Plattsburgh Main Campus/Special Education Division in the amount of \$102,500 to Murnane Building Contractors, Inc. of Plattsburgh, NY

Note: No additional companies submitted a bid

4. Award the “Fresh Fruit, Vegetable and Meat” bid to the following vendors. Bid pricing shall remain valid for the dates of September 1, 2022 through June 30, 2023.

-The Hub on the Hill, Inc. of Essex, NY as follows:

Romaine Lettuce \$1.75/lb; Cucumbers \$1.85/lb; Lettuce Salad Mix: \$5.99/lb; Potatoes \$23.75/25lbs; Apples \$25.99/100-150ct case; Pears \$25.00/30-40lb case; Butternut Squash Diced \$35.00/20lbs; Sweet Potatoes \$35.00/20lbs; Shredded Zucchini \$19.80/20lbs; Rolled Oats \$37.50/25lbs; Whole Wheat Flour \$.20/lb; Wheatberries \$24.75/25lbs; Assorted Pasta Shapes \$9.95/5lbs; Red Peppers \$2.50/lb; Celery Heads \$2.50/each (CVES Mineville, Moriah CSD, Schroon Lake CSD); Ground Beef \$5.00/lb

-Juniper Hill Farm of Westport, NY as follows:

Tomatoes \$2.50/lb; Green Peppers \$2.00/lb; Onions \$25.00/25lbs; Carrots \$25.00/25lbs; Beets \$25.00/25 lbs; Spinach \$48.00/8lbs; Peaches \$60.00/30-40lb case; Eggs \$40.00/15 dozen; Curly Variety Kale \$1.50/lb (CVES Mineville, Moriah CSD, Schroon Lake CSD)

-North Point Community Farm of Plattsburgh, NY as follows:

Celery Heads \$2.00/each (Bouquet Valley CSD, CVES Plattsburgh, Keene CSD, Plattsburgh CSD, Willsboro CSD); Curly Variety Kale \$1.50/lb (Bouquet Valley CSD, CVES Plattsburgh, Keene CSD, Plattsburgh CSD, Willsboro CSD)

Notes: Four additional vendors submitted bids:

-CACL Properties, LLC of Chazy, NY

-Lillie Valley Farm of Putman Station, NY

-Slate Foods, Inc. dba Red Barn Provisions of NY, NY

-Donahue’s Livestock Farms of Malone, NY

1. *In the case where the low bidder could not service all districts, the second low bidder received an award.*

2. *In the case of a tie for the low bid, the winner was selected by a coin toss.*

## ENC. 13

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

<u>Invoice#</u>	<u>Date of Invoice</u>	<u>Amount</u>	<u>Program</u>
118-21A	2/26/2021	\$1,307.29	Health Insurance Co-Pay
		<b>\$1,307.29</b>	

## ENC. 14

### Committees

February 9, 2022 Audit Committee Meeting Highlights (informational) (attached)

## ENC. 15

Recommend that the Board Amend the following temporary appointment that was approved at the July 14, 2021 Board meeting:

1. Name: Mark Brown  
Tenure: School Administrator and Supervisor  
Position: Principal  
Effective Date: July 19, 2021  
Tentative Tenure Date: July 19, 2025  
Certification Status: School Building Leader, Emergency COVID-19, Mathematics 7-12, professional certificate, Computer Technology, professional certificate  
Annual Base Salary: \$84,500  
Prorated Salary: ~~81,331.25~~ **\$80,979.16**

Recommend that the Board Amend the following temporary appointment that was approved at the April 13, 2022 Board meeting:

1. Name: Katie LaBonte  
Position: Adult Literacy Coordinator  
Effective Date: April 25, 2022 – June 30, 2022  
Certification Status: Literacy and GED Preparation Instructor Adult Education Certificate  
Annual Base Salary: \$63,846  
Prorated Salary: ~~\$13,035.23~~ **\$11,971.13**

## ENC. 16

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

1. Andrea Earley, Teaching Assistant, effective May 21, 2022
2. Kristen Parker, Teaching Assistant, effective June 3, 2022
3. Christina Lashway, Special Education Teacher, effective June 25, 2022
4. Kaitlin Diskin, Speech & Hearing Teacher, effective August 15, 2022
5. Emily Lefevre, LPN Teacher, effective September 1, 2022
6. Kasey Cheney, Custodial Worker, effective July 1, 2022 for the purpose of accepting a Building Maintenance Mechanic position

## ENC. 17

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

1. Juliana Baker, Teaching Assistant, unpaid leave of absence, effective June 10, 2022, through June 22, 2022

## ENC. 14

### **Champlain Valley Educational Services Audit Committee - Meeting Minutes February 9, 2022 - 5:00 p.m., CVES Conference Center**

**Present:** Richard Harriman, Sr., Audit Committee Member  
Tom McCabe, Audit Committee Member  
Doug Spilling, Audit Committee Member  
Dr. Mark Davey, CVES District Superintendent  
Eric Bell, Assistant Superintendent for Management Services  
Christine Myers, BOCES Treasurer

**Meeting began approximately at 5:00 p.m.**

#### **1. Approve the minutes from December 8, 2021 Audit Committee Meeting**

*Motion to approve (Richard Harriman, Sr., 1<sup>st</sup>, Doug Spilling, 2<sup>nd</sup>). Motion carried.*

#### **2. External Audit Year End June 30, 2022**

2021-2022 will be the third year of the external audit RFP. CVES has been very pleased with West & Company's services. Going forward, their rate is remaining flat, with no increase.

The recommendation, from Dr. Davey, Mr. Bell and Mrs. Myers, is to continue work with West & Company for the third year of the RFP. Mr. Harriman agreed with this recommendation.

The pre-audit meeting will occur at the next Audit Committee Meeting.

#### **3. Internal Audit for 2022-2023**

SED has re-evaluated the wording of the internal audit exemption and has determined that BOCES must now conduct an internal audit, to occur next year. Steps have been taken to include \$12,000 in the budget for an internal audit, but the release of an RFP is on hold pending the results of lobbying and advocating efforts undertaken by Dr. Davey and other Superintendents, for the exemption for BOCES. West & Company would not be eligible for this audit.

The Audit Committee will participate in the selection of the internal auditor and selecting the focus of the audit.

#### **4. 2021-2022 Reserve Plan Summary**

Mr. Bell summarized the Reserve Fund balances.

The Unemployment Reserve is at \$295,000. Mr. Bell reminded the Committee that in 2020 there was concern of potentially depleting this reserve, but the return of State and Federal monies covered the costs. This reserve can quickly be absorbed.

The Employee Benefit Accrued Liability Reserve helps to cover sick leave payouts at retirement. The biggest driver of this is the negotiated sick leave payouts. These payouts were given to offset medical insurance contributions in retirement and the elimination of Medicare reimbursement. This provides relief to the Administrative Budget. The amount of liability of this reserve is valued at \$1.6 million, while the funded reserve assets are at \$1 million. CVES' target is to close this gap within the next couple of years.

At this time, CVES is comfortable with the ERS Reserve position. 1% change in ERS rate impacts CVES by \$50,000 and rate fluctuations of 6% or 7% have been seen in the past.

A 1% change in the TRS rate equals a \$100,000 impact and funding of this reserve is limited to an annual contribution of 2% of TRS salaries. This reserve has been funded for three years with two years left to fund, at just under \$200,000 per year. Currently the TRS rate is 10.2% but it has been as high as 16% to 17% in the past.

CTE Equipment Reserve has been funded to approximately \$800,000 dollars by the sale of the PAI equipment. Further funding is not planned, with the exception of any future sale of surplus equipment. Previous discussions regarding changing methodology of funding were paused with the sale of the PAI equipment.

In response to Mr. Harriman's inquiry of the plane that is currently on the runway, Dr. Davey and Mr. Bell shared a plan to install a wrap on the plane advertising CVES's learning opportunities. Mr. Spilling suggested "Take flight with CV-TEC" as a potential slogan.

## 5. OSC Audit Update

*\*Please note, the Committee became aware that Mr. McCabe and Mr. Spilling had been experiencing microphone and camera difficulties and those issues were resolved at this time.*

The planning portion of the audit is nearing completion. After examining all areas, the auditor, Mr. Rowland, plans to focus on HRA/FSA benefit plans. Mr. Rowland discovered that The Preferred Group, the HRA/FSA management company, was not reimbursing CVES at the end of each plan year and is planning on auditing this area more. CVES discovered there were multiple school districts experiencing the same situation. CVES is pursuing payment from The Preferred Group. CVES is discussing possible alternatives to The Preferred Group's HRA/FSA management and is in contact with component Districts for their interest in the same. The objective is to make the transition away from The Preferred Group in October.

A report of the retirement system portion of the audit that was completed in May 2021, is expected soon.

## 6. Other Topics

Mr. Harriman suggested that all clubs' funds received, be deposited by the following Wednesday or Friday from date of receipt. Mrs. Myers explained that deposits are made on a weekly basis but sometimes there are delays in funds forwarded from the Divisions. To rectify this, an annual meeting to review procedures will be scheduled with Division cash collectors. Also, an audit of a recent event with non-timely deposits, will be performed to identify possible areas of concern. Timeliness of deposits will be discussed at the Management level and Dr. Davey suggested that participation in the managing of finances may be a learning opportunity for students.

## 7. Adjournment

*Motion to adjourn (Richard Harriman, Sr. 1<sup>st</sup>, Doug Spilling 2<sup>nd</sup>.) Motion Carried.*

**Meeting adjourned at 5:55**



## **ENC. 18**

Recommend that the Board Terminate the following person in accordance with Civil Service Law:

1. Name: Melissa Jacques  
Position: Teacher Aide/Student Aide  
Effective Date: June 9, 2022

## **ENC. 19**

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

1. Name: Arianna Menard  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: March 29, 2022 \*was temporary  
Tentative Tenure Date: March 29, 2026  
Certification Status: Teaching Assistant level 1  
Annual Base Salary: \$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).

## **ENC. 20**

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

1. Name: Lisa Whalen (*pending fingerprint clearance*)  
Position: Teacher Aide/Student Aide  
Effective Date: August 31, 2022  
Tentative Permanent Date: August 31, 2023  
Annual Base Salary: \$19,226
2. Name: Kasey Cheney  
Position: Building Maintenance Mechanic  
Effective Date: July 1, 2022  
Tentative Permanent Date: July 1, 2023  
Annual Base Salary: \$34,875

## **ENC. 21**

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

1. Name: Deana Akin  
Position: Purchasing Clerk  
Effective Date: July 1, 2022  
Annual Base Salary: \$34,000
2. Name: Jessica Lagree  
Position: Purchasing Clerk  
Effective Date: July 1, 2022  
Annual Base Salary: \$34,000

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

## **ENC. 22**

Recommend that the Board appoint the following person(s) to a Provisional Civil Service Hourly Appointment for the 2022-23 school year:

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

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

## **ENC. 23**

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

1. Julie Holbrook, Food Service Director, effective July 1, 2022
2. Marcie Frasier, Account Clerk/Typist, effective July 1, 2022

## **ENC. 24**

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

1. Name: Melissa Dubuque  
Position: Teaching Assistant  
Effective Date: June 1, 2022 – June 30, 2022  
Certification Status: uncertified  
Annual Base Salary: \$25,307  
Prorated Salary: \$2,530.70

## ENC. 24 CONTINUED

Recommend that the Board approve the following person(s) to a Temporary Appointment for the 2022-23 school year:

1. Name: Stephanie Zehr (*pending fingerprint clearance*)  
Position: School Social Worker  
Effective Date: August 31, 2022 – June 30, 2023  
Certification Status: uncertified (previous certification is expired)  
Annual Base Salary: \$61,000
2. Name: Kaitlin Diskin  
Position: Special Education Teacher  
Effective Date: August 31, 2022 – June 30, 2023  
Certification Status: Speech and Language Disabilities, Initial  
Annual Base Salary: \$51,500
3. Name: Penny Bowers  
Position: Adult Literacy Teacher  
Effective Date: August 31, 2022 – June 30, 2023  
Certification Status: Teaching Assistant, level 3 (Adult Ed certificate pending)  
Annual Base Salary: \$46,465
4. Name: Katie LaBonte  
Position: Adult Literacy Coordinator  
Effective Date: July 1, 2022 - June 30, 2023  
Certification Status: Literacy and GED Preparation Instructor Adult Education Certificate  
Annual Base Salary: \$65,623
5. Name: Dana Poirier  
Position: Community Outreach Coordinator  
Effective Date: July 1, 2022 - June 30, 2023  
Certification Status: Security Operations 7-12, professional certificate  
Annual Base Salary: \$90,781

## ENC. 25

Recommend that the Board approve the following Temporary Grant Appointment from June 10, 2022 - June 30, 2022:

1. Nathan Billups, Work Study Student, not to exceed 25 hours, at \$13.25/hour

Recommend that the Board approve the following Temporary Grant Appointment from July 1, 2022 - December 30, 2022:

1. Nathan Billups, Work Study Student, not to exceed 78 hours, at \$13.25/hour

## ENC. 26

Recommend that the Board approve the following part-time Allied Health Teacher(s) for the 2022-23 School Year:

<u>Name</u>	<u>Position</u>	<u>Annualized Salary</u>	<u>Prorated Salary</u>
Linda Facteau	Allied Health Teacher 20%	\$46,773	\$ 9,354.60

## ENC. 27

Recommend that the Board appoint the following person(s) to an hourly appointment for the 2022-23 school year:

1. Stephen Bassett, Vehicle Maintenance, \$50/Hour
2. Jacob Rivers, Electrician, \$50/Hour
3. Connor Coty, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour
4. Kiley Regan, COVID-19 Testing Personnel (Clinical Aide), \$30/Hour

## ENC. 28

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

### Stipend Positions, Compensation per collective bargaining agreement

Toni Perez	new employee mentor
Tammy Smith	new employee mentor

## ENC. 29

Recommend that the Board approve the following 2022 Summer Work:

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

Lucy Marbut	not to exceed 175 hours
Kevin Donoghue	not to exceed 175 hours
Nicole Santaniello	not to exceed 106 hours
Donna Wyant	not to exceed 18 hours
James Anderson	not to exceed 60 hours
Brigitte Phillips	not to exceed 120 hours
Kim Denton	not to exceed 20 hours
Toni Perez	not to exceed 20 hours
Susanne Ford-Croghan	not to exceed 140 hours

### CV-TEC PD/Curriculum Development, hourly rate per contract

Abram Benko	not to exceed 18 Hours
Fay Cheney	not to exceed 12 Hours
Krysten Connors	not to exceed 12 Hours
Anika Craig	not to exceed 12 Hours
Chris Huchro	not to exceed 12 Hours
Kaila Inman	not to exceed 12 Hours
Erin Meyer	not to exceed 12 Hours

## ENC. 29 CONTINUED

Jake Rivers	not to exceed 12 Hours
Lisa Tallman	not to exceed 12 Hours
Steven Couture	not to exceed 18 hours

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

Emily LeFevre	not to exceed 6 hours
Erin Spoor	not to exceed 6 hours
Maria Hurteau	not to exceed 6 hours

### Accreditation Re-Approval/ Curriculum Development, hourly rate per contract

Maria Hurteau	not to exceed 18 hours
Erin Spoor	not to exceed 18 hours

### Classroom Move/Setup, hourly rate of pay

Steven Couture	not to exceed 12 hours
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### Provide continued instruction for Adult Literacy, SMART, GRASP, HSE, Case Management and Job Skills Training Program, hourly rate of pay

Dalton Castine	not to exceed 150 hours
Penny Bowers	not to exceed 150 hours
Alexis Dirolf	not to exceed 150 hours
Bridget Snow	not to exceed 150 hours
Karen Manning	not to exceed 150 hours
Tiffany Snow	not to exceed 120 hours

### CTE Program Reapproval, hourly rate per contract

Mike Drew	not to exceed 12 hours
Bevan Gertsch-Cochran	not to exceed 12 hours
Kelly Gowett	not to exceed 12 hours
Frank Mercier	not to exceed 12 hours
Jaimie Plumadore	not to exceed 12 hours
Jake Rivers	not to exceed 12 hours
Shawn Ryan	not to exceed 12 hours
Tanner Senecal	not to exceed 12 hours
Kevin Shaw	not to exceed 12 hours
Maria Spadafora	not to exceed 12 hours
Shelly Charland	not to exceed 6 hours
Lisa Fisher	not to exceed 6 hours
Ryan Hanley	not to exceed 6 hours
Lucy Marbut	not to exceed 6 hours
Jennifer Parker	not to exceed 6 hours
Nicole Santaniello	not to exceed 6 hours
Lance Sayward	not to exceed 6 hours
Beverly Thwaites	not to exceed 6 hours
Dawn Waters	not to exceed 6 hours

### TCI Trainer Curriculum, hourly rate per contract

Crystal Rhino	not to exceed 6 hours
Joanne Beaudry	not to exceed 6 hours

## ENC. 29 CONTINUED

Kim Denton not to exceed 6 hours  
Heidi Wells not to exceed 6 hours

### Curriculum Development, hourly rate per contract

Jennifer Haley not to exceed 3 hours  
Heather Ford not to exceed 3 hours  
Savanna-Lin Boadway not to exceed 3 hours  
Latalya Duell not to exceed 3 hours  
Madeline Seller not to exceed 3 hours  
Sara Spring not to exceed 3 hours  
Robin Douglass not to exceed 30 hours

### PBIS Committee Work, hourly rate per contract

Allison Bola not to exceed 6 hours  
Sheilah Boyea not to exceed 6 hours  
Roxanna Palmer not to exceed 6 hours  
Kara Velie not to exceed 6 hours  
Brandy Rosselli not to exceed 6 hours

### Transition Services, hourly rate per contract

Ciarra Smith not to exceed 260 hours  
Elizabeth Lennon not to exceed 260 hours  
Andrew Brousseau not to exceed 260 hours  
Jerilyn Lamere not to exceed 260 hours  
Andrea Christensen not to exceed 260 hours  
Julie Merritt not to exceed 200 hours  
Maiya Giroux not to exceed 260 hours  
Todd Everleth not to exceed 100 hours  
Amy Ladue not to exceed 260 hours

### Touch Math Virtual Training, hourly rate per contract

Rachel Tousignant not to exceed 6 hours  
Allison Bola not to exceed 6 hours  
Maura Trombley not to exceed 6 hours  
Whitney Gagnier not to exceed 6 hours  
Heather Van Alphen not to exceed 6 hours  
Tammy Ann Smith not to exceed 6 hours  
Laura Denton-Lawrence not to exceed 6 hours  
Melissa Smith not to exceed 6 hours  
Aly Restrepo not to exceed 6 hours  
Heather Shaw not to exceed 6 hours  
Diane Mock not to exceed 6 hours  
Brittney Morse not to exceed 6 hours  
Faye Dayton not to exceed 6 hours  
Margarett DeMeulemeester not to exceed 6 hours  
Jennifer Cowling not to exceed 6 hours  
Penny Comes not to exceed 6 hours  
Melissa Gough not to exceed 6 hours  
Kaitlin Diskin not to exceed 6 hours

## ENC. 29 CONTINUED

### Positivity Project Implementation Team, hourly rate per contract

Jennifer Haley	not to exceed 12 hours
Melissa Gough	not to exceed 12 hours
Lori Warner	not to exceed 12 hours
Whitney Gagnier	not to exceed 12 hours
Crystal Rhino	not to exceed 12 hours

### Wilson Foundations Training, hourly rate per contract

Rachel Tousignant	not to exceed 6 hours
Whitney Gagnier	not to exceed 6 hours
Allison Bola	not to exceed 6 hours
Aly Restrepo	not to exceed 6 hours

### Wiggle Room Clean Up, hourly rate per contract

Joan Hubbard	not to exceed 6 hours
Lisa Briscoe	not to exceed 6 hours

### ITSP MS/HS Program Development, hourly rate per contract

Kim Denton	not to exceed 20 hours
Joanne Beaudry	not to exceed 20 hours
Rachel Boire	not to exceed 20 hours
Arianna Menard	not to exceed 20 hours
Heidi Wells	not to exceed 20 hours

## ENC. 30

Recommend that the Board approve the following 2022-23 Special Education Summer School Staffing Additions:

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

Nicole Gamache	WAF
Madelyn Gonzalez	WAF

### Teacher Aide/Student Aide, \$15.50/hour

Angela Cook	WAF
Annette Miller	WAF
Katherine Liberty	WAF
Rachel Tousignant	WAF

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

Heather Hambleton	WAF
Melissa Dubuque	WAF

### Teaching Assistant, \$27/hour

Catherine Sample	WAF
Cynthia Williams	WAF

## ENC. 30 CONTINUED

### Teacher, \$41/hour

Catherine Sample	WAF
Cynthia Williams	WAF

### Teacher, hourly rate of pay per contract

Anika Craig	WAF
Allison Bola	WAF

### Registered Nurse, \$34/hour

Connie Poupore	WAF
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## ENC. 31

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

### Facilitators, \$30.00/hour

Alexandra Blanchard  
Kendra McCoy  
Amy Deromdy  
Stacey Smart  
Katie Gushlaw  
Alix Geoffroy  
Jacob Cummings  
Shay True  
Tonya Robinson  
Lori Jamil  
Kim Mayer

Recommend the Board approve the following Facilitators & Scorers for the 2022-23 school year:

### Facilitators, \$30.00/hour

Scott Fairchild  
Tom Tedford  
Kim Mayer  
Kim O'Leary  
Bonnie Berry  
Mary Clackler  
Sanford Coakley  
Bradley Countermine  
Deborah Daly  
Jennifer Daniels  
Heather Deans  
Kimberley Denton  
Cheryl Dodds  
Brenda Drummond  
Penny Favreau  
Kaitlin Fielder



## ENC. 31 CONTINUED

Theresa Figoni  
Sarah Fink  
Susanne Ford-Croghan  
Jacquelyn Germain  
Bonnie Gregware  
Andrya Heller  
Kathleen Howard  
Tracey Howard  
Karen Irwin  
Dean Lincoln  
Laurie Martin  
Ann Mazzella  
Christopher Mazzella  
Donald Olcott  
Joanna Orr  
Sonal Patel-Dame  
Cheryl Phillips  
Rachel Ribis  
Joyce Rovers  
Charlene Rydgren  
A P. Scott  
Melissa Seymour  
Rebecca Shuman  
Debra Spaulding  
Susan Stafford-Gough  
Elaine Whitcomb  
Sandra Wilkins  
Michael Zent

### Scorers, \$20.00/hour:

Bonnie Berry  
Elizabeth Bosworth  
Mary Clackler  
Deborah Daly  
Heather Deans  
Cheryl Dodds  
Brenda Drummond  
Jennifer Dyer  
Kaitlin Fielde  
Theresa Figoni  
Mona Goldenberg  
Bonnie Gregware  
Tracey Howard  
Cheryl Hutchins  
Karen Irwin  
Paul Jebb  
Leslie Labarge  
Samantha Lavigne

## ENC. 31 CONTINUED

Laurie Martin  
Cheryl Phillips  
Anne Rice  
Joyce Rovers  
Lori Southwick  
Susan Stafford-Gough  
Angelina Waldron  
Elaine Whitcomb

## ENC. 32

Recommend the Board approve the following Adult Education Course Instructors for the 2022-23 school year

### Adult Education, hourly rate per contract

Thomas Aubin  
Lisa Banker  
Chad Blair  
Mark Brown  
Greg Cassavaugh  
Dalton Castine  
Shelley Charland  
Fay Cheney  
Krysten Conners  
Stephen Couture  
Anika Craig  
Alexis Dirolf  
Michael Drew  
Lori Ducharme  
Jennifer Gero  
Chris Huchro  
Katie Labonte  
Karen Manning  
Lucy Marbut  
Todd Menia  
Frank Mercier  
Erin Meyer  
Dana Poirier  
Jacob Rivers  
Lance Sayward  
Tanner Senecal  
Kevin Shaw  
Bridget Snow  
Tiffany Snow  
Dawn Waters

### Adult Education Health Careers, hourly rate per contract

Shelley Charland  
Linda Facteau  
Kelly Gowett

## ENC. 32 CONTINUED

Maria Hurteau  
Emily LeFevre  
Jaimie Plumadore  
Maria Spadafora  
Erin Spoor  
Dena Tedford

### Adult Education, \$28.00/hour

Christina Beck  
Corey Beaudet  
Mario Bouchard  
Scott Fairchild  
Danielle Jackson  
Brad Kiroy  
Kieran Kivlehan  
Chris Latremore  
Emily Lefevre  
Susan Levaque  
Dylan Limlaw  
Tom Tedford

## ENC. 33

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>
Todd Mayo	Cleaner/Messenger ( <i>pending fingerprint clearance</i> )

## ENC. 34

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

	<u>Original Approval</u>	<u>Re-Approval</u>
1. Animal Science: Veterinary Assistant	2012	2017
2. Automotive Collision Repair	2002	2017, 2012, 2007
3. Automotive Technology	2002	2017, 2012, 2007
4. Business Management & Entrepreneurship	2002	2017, 2012, 2007
5. Digital Production & Multimedia Communication	2012	2017

## ENC. 35

### Adopt New Policy

#XXXX Board Meetings Conducted Via Videoconference

## **ENC. 36**

Revised Policy – First Reading  
#5300 Code of Conduct (attached)

## **ENC. 37**

Recommend that the Board approve the following resolution for use of videoconferencing to conduct Board Meetings:

RESOLVED, that pursuant to § 103-a of the Public Officers Law, the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services (BOCES) authorizes the use of videoconferencing to conduct Board meetings and meetings of its committees or subcommittees.

RESOLVED, that pursuant to § 103-a of the Public Officers Law, the BOCES, hereby establishes Board Policy governing member and public attendance at Board meetings conducted via videoconferencing. The Board further established that Board members will be physically present at Board meetings conducted via videoconference unless a member is unable to be physically present due to extraordinary circumstances. 'Extraordinary circumstances' include, but not limited to, disability, illness, caregiving responsibilities, or any other significant or unexpected factor or event which precludes the member's physical attendance at a Board meeting.

## **ENC. 38**

The 2021-22 Reserve Plan Summary, updated May 4, 2022 (attached), was shared with the Board for informational purposes only.

## **ENC. 39**

Recommend that the Board approve the following resolution:

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

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

WHEREAS, the EBALR Fund still has a balance of \$1,002,528.09 and

WHEREAS, recent contract settlements have included sick leave buyouts,

RESOLVED, that out of the surplus monies of said BOCES on hand for the year 2021-2022 and not otherwise appropriated, a sum not to exceed \$300,000 be appropriated for the EBALR Fund of CVES and that the District Treasurer, with the approval of the District Superintendent is authorized, empowered and directed to transfer from surplus funds of CVES a sum not to exceed \$300,000, to the fund and it is further

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

RESOLVED, that this reserve shall be accounted for in the General Fund of the BOCES and it is further

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

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

*Revised Policy –  
1<sup>st</sup> Reading*

*Champlain Valley Educational Services*

***CODE OF CONDUCT***

*Adopted: ~~July 14, 2021~~ July 8, 2022*

# CVES CODE OF CONDUCT

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- XI. Disciplining Students with Disabilities
- XII. Corporal Punishment/Emergency Interventions
- XIII. Student Searches and Interrogations
- XIV. Visitors to the Schools
- XV. Public Conduct on CVES Property
- XVI. Dissemination and Review

# CODE OF CONDUCT

## CVES Mission Statement

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

## CVES Vision Statement

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

## Core Beliefs

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

## Public Non-Discrimination Notice:

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

**Civil Rights Compliance Officer**  
~~Mr. Mark Brown~~ ~~Mr. John Iorio~~  
~~518 Ruger Street~~ ~~194 US Oval~~  
Plattsburgh, NY ~~12901~~  
~~12903~~  
(518) 561-0100 Ext. 243  
[Brown mark@cves.org](mailto:Brown_mark@cves.org)

**Civil Rights Compliance Officer**  
Dr. Grace Stay  
3092 Plank Road  
Mineville, NY 12956  
(518) 942-6691 Ext. 100  
[Stay\\_grace@cves.org](mailto:Stay_grace@cves.org)

**504 Compliance Officer**  
Mr. Matthew Slattery  
1585 Military Turnpike  
Plattsburgh, NY 12901  
(518) 561-0100 Ext. 291  
[Slattery\\_matt@cves.org](mailto:Slattery_matt@cves.org)

## I. INTRODUCTION

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Loitering:** wandering or standing without purpose.

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

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

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

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

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

**Removal :**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Violent Student:** an individual who:

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

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

### **III. INDIVIDUAL RIGHTS AND RESPONSIBILITIES**

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

#### **CVES STUDENT RIGHTS AND RESPONSIBILITIES**

##### **RIGHTS**

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

## **RESPONSIBILITIES**

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

## **IV. ESSENTIAL PARTNERS IN CREATING A POSITIVE SCHOOL CLIMATE**

### **All parents and Persons in Parental Relation are expected to:**

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

### **All teachers are expected to:**

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



- b. marking/grading procedures
  - c. assignment deadlines
  - d. expectations for students
  - e. classroom discipline plan
  - f. behavior management system.
9. Communicate regularly with students, parents, person(s) in parental relation and other professional staff and/or agencies regarding each student's emotional, social, behavioral, and academic progress through:
- a. ~~concerning growth and achievement—~~course objectives, lesson plans, draft IEPs, and other related documents
  - b. marking/grading procedures
  - c. assignment deadlines
  - d. expectations for students
  - e. classroom discipline plan
  - f. behavior management system
  - 9-g. other documentation/communication tools.
10. Adhere to ~~and enforce~~ the Code of Conduct for CVES or district-based school.
11. Maintain a professional atmosphere, appearance, and appropriate language for their professional position that does not detract from the educational environment.

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

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

**All school administrators are expected to:**

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



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

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

**All other CVES staff is expected to:**

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

**The DASA Coordinator is expected to:**

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

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

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

## **V. INDIVIDUAL CIVILITY**

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

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

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

### **ACCEPTABLE USE POLICY (AUP)**

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

### **ELECTRONIC DEVICES**

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

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

### **STUDENT DRESS CODE**

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

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

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

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

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

Students who violate the student dress code shall be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with the acceptable item. Any student who repeatedly fails to comply with the dress code may be subject to further discipline, up to and including out of school suspension.

## **VI. PROHIBITED CONDUCT**

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

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

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

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

### **A. Engaging in Disorderly Conduct**

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

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

## **B. Engaging in Conduct that is Insubordinate or Disruptive**

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

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

## **C. Engaging in Conduct that is Violent**

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

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

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

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

1. Lying, deceiving or giving false information to school personnel;
2. Stealing CVES property or the property of other students, school personnel or any other individual lawfully on school property or while attending a school function;
3. Discrimination, which includes the use of race, gender (identity and expression), ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, appearance, socio-economic status or disability as a basis for treating another in a negative manner;
4. Harassment or bullying, as defined in this code of conduct or violation of the Dignity for All Students Act (DASA).
5. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm and/or emotional discomfort; for example, "play" fighting, extortion of money, overt teasing, etc.;
6. "Cyberbullying, as defined by this code of conduct or the Dignity for All Students Act (DASA). Such acts include for example use of texts, emails, or social media to harass or bully students.
7. Sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, taking, sending or receiving sexually explicit videos, pictures or auditory recordings and other verbal or physical conduct or communication of a sexual nature;
8. Displaying signs of gang affiliation or engaging in gang-related behaviors that are observed;

9. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any CVES or school sponsored activity, organization, club or team;
10. Possessing, using, viewing, selling or distributing obscene material;
11. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging alcoholic beverages, tobacco, tobacco products, electronic cigarettes, vaping devices, vaping components, vaping fluids, illegal substances, or being under the influence of any of these. "Illegal substances" include, but are not limited to: inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, lookalike drugs, and any substances commonly referred to as "designer drugs";
12. Possessing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging drug paraphernalia;
13. Use of products in a manner other than intended by the manufacturer;
14. Inappropriately possessing, using, sharing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging prescription and over-the-counter drugs;
15. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing, or exchanging "look-alike drugs"; or, possessing or consuming (without medical authorization), selling, attempting to sell, distributing or exchanging other substances such as dietary supplements, weight loss pills, etc.;
16. Gambling and gaming, including online activities;
17. Inappropriate touching and/or indecent exposure;
18. Initiating or reporting warning of fire or other catastrophe without valid cause, misusing 911, or tampering with emergency devices;
19. Violating privacy when using school restroom facilities.
20. Creating or enabling a hostile learning/work environment.
21. Violating the Student Driver or Passenger Procedures.
22. Throwing or causing to be airborne, any object, tool, or material that could distract or cause injury to others.

**E. Engaging in Misconduct While Utilizing School-Provided Transportation**

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

**F. Engaging in any Form of Academic Misconduct**

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

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

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

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

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

## **VII. STUDENT DISCIPLINE: CONSEQUENCES AND PROCEDURES**

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

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

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

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

### **Disciplinary Consequences**

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

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

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

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

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

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

## VIII. STUDENTS' DUE PROCESS RIGHTS

### Procedures

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



### Suspension from Extracurricular Activities and/or Transportation Related Thereto

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

### In-School Detention

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

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

### Formal Removal of Disruptive Students by a Teacher

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

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

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

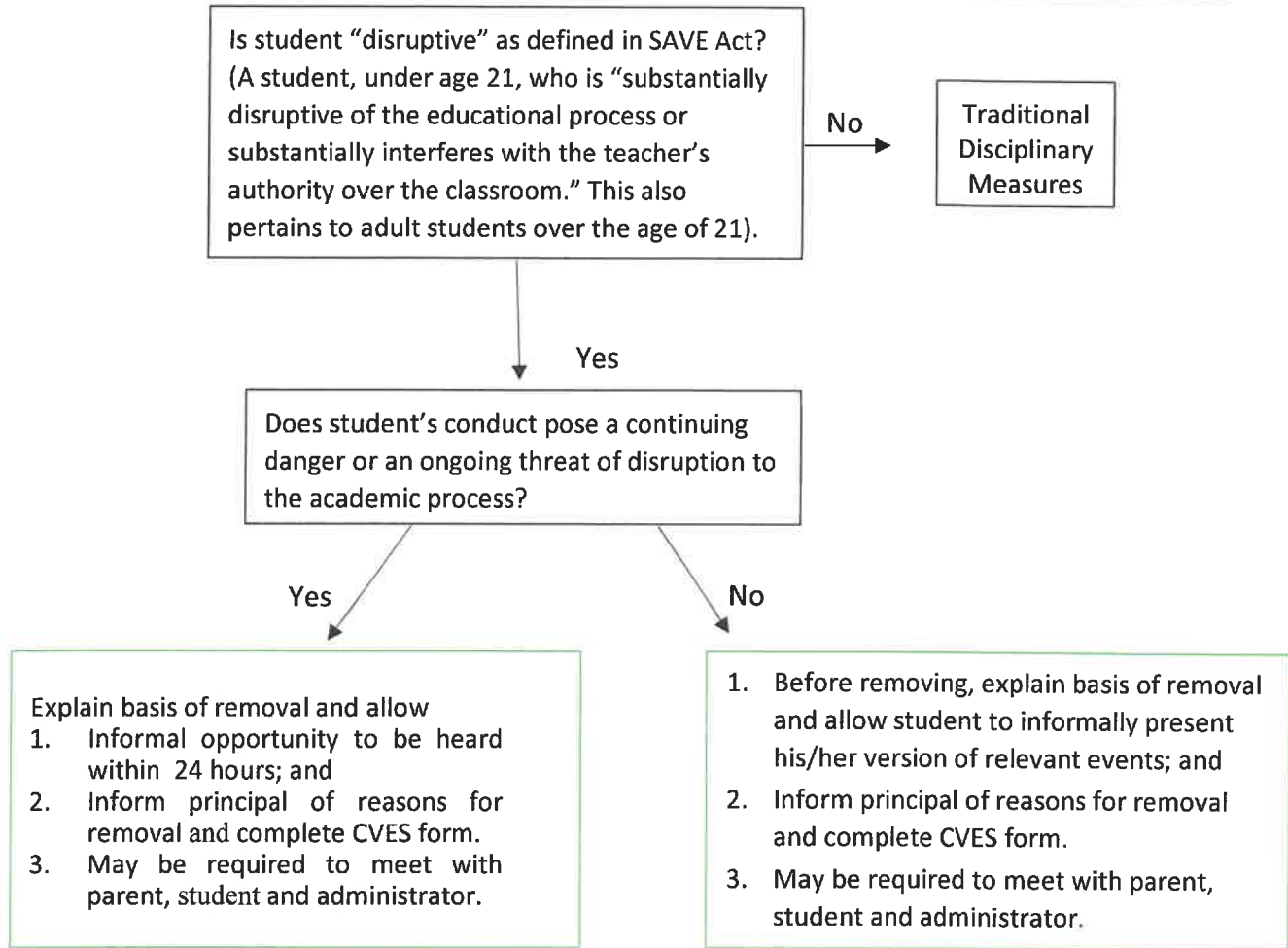
### **The procedural requirements for a formal removal by a teacher of a student are:**

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



- reasons for the formal removal. If such 24-hour period does not end on a school day, it shall be extended to the corresponding time on the next school day. The 24-hour notification, if by telephone or in person, will be immediately followed by a written notice;
5. The principal may require the teacher who ordered the formal removal to attend the informal conference;
  6. If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was formally removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's formal removal by a teacher. If such 48-hour period does not end on a school day, it shall be extended to the corresponding time on the second school day next following the pupil's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal;
  7. The principal or the principal's designee may overturn the formal removal of the student from class if any one of the following are found:
    - a. The charges against the student are not supported by substantial evidence;
    - b. The student's formal removal is otherwise in violation of law or the provisions of this Code of Conduct;
    - c. The conduct warrants suspension from school pursuant to Education Law Section 3214 and a suspension will be imposed.
  8. The principal or his or her designee may overturn a formal removal by a teacher at any point between receiving the referral form issued by the teacher and the close of business on the school day next succeeding the end of the 48-hour period for the informal conference, if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of the formal removal expires, whichever is less;
  9. Any disruptive student who is formally removed from the classroom by the classroom teacher shall be offered continued educational programming and activities by a certified teacher in an alternate setting until the student is permitted to return to the classroom;
  10. Each teacher must keep a complete log (on a CVES-provided form) for all cases of formal removal of students from his or her class. The principal must keep a building log of all formal removals by the teachers of students from class;
  11. Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. See Section II (Definitions) "Disciplinary Change of Placement" for details. Accordingly, no teacher may remove a student with a disability from his or her class until he or she has verified with the principal or the chairperson of the Committee on Special Education that the removal will not violate the student's rights under State or federal law or regulation. For programs that regularly enroll one or more students with a disability, it is recommended that behavior management systems be implemented as a means of anticipating and preventing discipline problems.

# FORMAL REMOVAL OF DISRUPTIVE STUDENT BY TEACHER



## PRINCIPAL/SUPERVISOR RESPONSIBILITIES

### TRIGGERED BY TEACHER REMOVAL

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

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

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

- a. The charges against the student are not supported by substantial evidence.
- b. The student’s formal removal is otherwise in violation of law or the provisions of this Code of Conduct.
- c. The conduct warrants suspension and a suspension will be imposed.

### Suspension from School

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

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

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

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

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

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

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

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

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

## IX. MINIMUM PERIODS OF SUSPENSION

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

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

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

B. *Committing violent acts*

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

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

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

## X. REFERRALS

A. Supportive Services

CVES may make recommendations for supportive services.

B. PINS Petitions

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

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

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

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

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

## **XI. DISCIPLINING STUDENTS WITH DISABILITIES**

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

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

### **Authorized Suspensions or Removals of Students with Disabilities**

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

- (a) *Behavioral intervention plan* means a plan that is based on the results of the functional behavioral assessment and, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs and intervention strategies that include positive behavioral supports and services to address the behavior.
- (b) *Committee on special education or CSE* means a committee on special education, subcommittee on special education, or other multidisciplinary team established in accordance with Education Law section 4402 or, in the case of a preschool student with a disability, the committee on preschool special education.
- (c) *substance* means a drug or other substance identified under schedule I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. section 812) (United States Code, 2006 edition, volume 13; Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-9328; 2008 - available at the Office of Counsel, New York State Education Department, State Education Building Room 148, 89 Washington Avenue, Albany, NY 12234).
- (d) *Day* shall mean a calendar day, except where a school day or business day is specified.
  - (1) *School day* means any day, including a partial day that students are in attendance at school for instructional purposes. The term *school day* has the same meaning for all students in school, including students with and without disabilities.
  - (2) *Business day* means Monday through Friday, except for Federal and State holidays (unless holidays are specifically included in the designation of business day).

- (e) *Disciplinary change in placement* means a suspension or removal from a student's current educational placement that is either:
- (1) for more than 10 consecutive school days; or
  - (2) for a period of 10 consecutive days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year; because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and because of such additional factors as the length of each suspension or removal, the total amount of time the student has been removed and the proximity of the suspensions or removals to one another. The school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.
- (f) *Expedited due process hearing* means an impartial hearing conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.11 of this Part.
- (g) *Expedited evaluation* means an individual evaluation conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.6 of this Part.
- (h) *Functional behavioral assessment* means a functional behavioral assessment as defined in section 200.1(r) of this Title.
- (i) *Illegal drug* means a controlled substance, but does not include a controlled substance legally possessed or used under the supervision of a licensed health-care professional or a substance that is otherwise legally possessed or used under the authority of the Controlled Substances Act or under any other provision of Federal law.
- (j) *Impartial hearing officer* means an impartial hearing officer as defined in section 200.1(x) of this Title who is appointed to conduct an impartial hearing or expedited due process hearing pursuant to Education Law section 4404(1). Such term shall not include a hearing officer designated by a superintendent of schools to conduct a superintendent's hearing pursuant to Education Law section 3214(3)(c).
- (k) *Interim alternative educational setting or IAES* a temporary educational placement, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. A student who is placed in an IAES shall:
- (3) continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and
  - (4) receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.
- (l) *Removal means:*
- (3) a removal of a student with a disability for disciplinary reasons from that student's current educational placement, other than a suspension as defined in subdivision (r) of this section; and
  - (4) the change in placement of a student with a disability to an IAES by an impartial hearing officer pursuant to section 201.8 of this Part. Such term shall also include the change of placement of a student with a disability to an IAES pursuant to section 201.7(e) of this Part made in conjunction with a suspension.
- (m) *Serious bodily injury* means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.
- (n) *Student presumed to have a disability for discipline purposes* means a student who the school district is deemed to have knowledge was a student with a disability before the behavior that precipitated disciplinary action under the criteria in section 201.5(b) of this Part.
- (o) *Student with a disability* means a student with a disability as defined in section 200.1(zz) of this Part or a preschool student with a disability as defined in section 200.1(mm) of this Part.
- (p) *Superintendent or superintendent of schools* means a superintendent of schools of a school district, including a community superintendent, or the chief school officer of an approved private school. Such term does not include a district superintendent of schools.
- (q) *Superintendent's hearing* means a disciplinary hearing conducted pursuant to Education Law section

3214(3)(c) and (g) by a superintendent of schools, or a hearing officer designated by a superintendent of schools, to determine whether a student should be suspended from instruction for more than five consecutive school days.

- (r) *Suspension* means suspension pursuant to Education Law section 3214(3)(a) through (d).
- (s) *Weapon* means a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half inches in length.

### **201.7 General procedures for suspensions and removals of students with disabilities**

- (a) *Parental notice of disciplinary removal.* No later than the date on which a decision is made to change the placement of a student with a disability to an IAES pursuant to subdivision (e) of this section or pursuant to section 201.8 of this Part, or a decision is to impose a suspension or removal pursuant to this Subpart that constitutes a disciplinary change in placement, the parent shall be notified of such decision and shall be provided the procedural safeguards notice in accordance with section 200.5(f) of this Title.
- (b) *Five school day suspension or removal.* Except as otherwise provided in subdivision (d) of this section, the trustees or board of education of any school district, a district superintendent of schools or a building principal with authority to suspend students pursuant to Education Law section 3214(3)(b) and (g), shall have authority to order the placement of a student with a disability into an appropriate interim alternative educational setting, another setting or suspension for a period not to exceed five consecutive school days, and not to exceed the amount of time that a nondisabled student would be subject to suspension for the same behavior.
- (c) *Ten school day suspension or removal.* Except as otherwise provided in subdivision (d) of this section, a superintendent of schools, either directly or upon recommendation of a hearing officer designated to conduct a superintendent's hearing pursuant to Education Law, section 3214(3)(c) and (g), may order the placement of a student with a disability into an interim alternative educational setting, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed pursuant to subdivision (b) of this section for the same behavior, where the superintendent determines in accordance with the procedures set forth in Education Law section 3214(3)(c) that the student has engaged in behavior that warrants a suspension, provided that the duration of any such suspension or removal shall not exceed the amount of time that a nondisabled student would be subject to suspension for the same behavior. Except as otherwise provided in subdivision (d) of this section, a superintendent of schools may order additional suspensions of not more than 10 consecutive school days in the same school consecutive school days in the same school year for separate incidents of misconduct.
- (d) *Exception for pattern of suspensions or removals.* A student with a disability may not be removed pursuant to subdivision (b) or (c) of this section if imposition of the 5 school day or 10 school day suspension or removal would result in a disciplinary change in placement based on a pattern of suspensions or removals as determined by school personnel in accordance with the criteria set forth in section 201.2(e)(2) of this Part, except where the manifestation team pursuant to section 201.4 of this Part has determined that the behavior was not a manifestation of such student's disability, or the student is placed in an IAES as authorized under subdivision (e) of this section.
- (e) *Change in placement to an IAES for behavior involving serious bodily injury, weapons, illegal drugs or controlled substances.*
  - (1) A superintendent of schools, either directly or upon recommendation of a hearing officer designated to conduct a superintendent's hearing pursuant to Education Law, section 3214(3)(c), may order the change in placement of a student with a disability to an appropriate IAES, to be determined by the CSE, for up to 45 school days, but not to exceed the period of suspension ordered by the superintendent in accordance with Education Law, section 3214(3), where the student:
    - (i) has inflicted serious bodily injury, as defined in section 201.2(m) of this Part, upon another person while at school, on school premises or at a school function under the jurisdiction of the educational agency;

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

### **Referral to law enforcement and judicial authorities**

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

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

## **XII. CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS**

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

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

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

### **Emergency Interventions**

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

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

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



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

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

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

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

### **XIII. STUDENT SEARCHES AND INTERROGATIONS**

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

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

#### **Lockers**

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

#### **Questioning of Students by School Officials**

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

Should the questioning of students by school officials focus on the actions of one particular student, the student will be questioned, if possible, in private by the appropriate school administrator. The student's parent/guardian may be contacted.

The questioning of students by school officials does not preclude subsequent questioning/interrogations by police authorities as otherwise permitted by law. Similarly, the questioning of students by school officials does not

negate the right/responsibility of school officials to contact appropriate law enforcement agencies, as may be necessary, with regard to such statements given by students to school officials.

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

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

### **Law Enforcement Officials**

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

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

### **Interrogation of Students by Law Enforcement Officials**

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

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

### **Child Protective Services' Investigations**

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

## **XIV. VISITORS TO THE SCHOOLS**

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

1. anyone who is not a regular staff member or student of the school will be considered a visitor;

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

## **XV. PUBLIC CONDUCT ON CVES PROPERTY**

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

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

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

### **Prohibited Conduct**

No individual, either alone or with others, shall:

1. intentionally injure any person or threaten to do so;
2. intentionally damage, destroy or remove without authorization CVES property or the personal property of a student, teacher, administrator, other CVES employee or any person lawfully on CVES property;
3. disrupt the orderly conduct of classes, CVES programs, other CVES activities, or other CVES work sites/internships;
4. distribute or wear materials on CVES grounds or at CVES functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program or CVES workplace;
5. intimidate, harass or discriminate against any person on the basis of race, gender, ethnicity, religion, age, political affiliation, sexual orientation, national origin, or disability, or acts of harassment and bullying as defined by this code of conduct or the Dignity for All Students Act.
6. enter any portion of CVES property without authorization or remain in any building or facility after regular hours;
7. obstruct the free movement of any person in any place to which this Code applies;
8. violate the traffic laws, parking regulations or other restrictions on vehicles;

9. possess, consume, sell, attempt to sell, purchase, attempt to purchase, distribute or exchange alcoholic beverages, tobacco, tobacco products, electronic cigarettes, vaping devices, components, and/or liquids, illegal substances, prescription and over-the-counter drugs, “look-alike drugs,” and other substances (e.g., dietary supplements, weight loss pills) or be under the influence on CVES property or at a CVES function;
10. possessing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging drug paraphernalia;
11. possess, use or produce weapons in or on CVES property or at a CVES function, except in the case of law enforcement officers or as specifically authorized by CVES;
12. loiter on CVES property;
13. refuse to comply with any reasonable order from identifiable CVES officials performing their duties;
14. willfully incite others to commit any of the acts prohibited by this Code;
15. violate any federal or State statute, local ordinance or Board policy while on CVES property or while at a CVES function.
16. Create or enable a hostile learning/work environment.

## **Penalties**

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

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

## **Enforcement**

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

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

If the person’s conduct poses an immediate threat of injury to persons or property, the School Administrator/designee may have the individual removed immediately from CVES property or the CVES function. If necessary, local law enforcement authorities may be contacted to assist in removing the person.

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

## **XVI. DISSEMINATION AND REVIEW**

### **Dissemination of Code of Conduct**

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

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

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

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

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

The administration shall develop guidelines in regard to:

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

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

Adopted ~~July 14, 2021~~ July 13, 2022



**CENTRAL ADMINISTRATION**  
518-561-0100

District Office                      FAX 518-562-1471  
Management Services  
Business Office                      FAX 518-561-9382  
Employee Services                      FAX 518-324-6612

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## CVES MISSION

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

## **2021-2022 RESERVE PLAN SUMMARY** **Updated (May 4, 2022)**

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

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

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

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

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

## **UNEMPLOYMENT INSURANCE RESERVE**

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

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

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

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

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

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

**2021-2022 Recommended Utilization/Funding:** Utilization of the reserve in 2021-2022 is not expected as there have been minimal claims paid-to-date. Annual interest accrued on the reserve will be used to offset current year unemployment claims. No additional contributions are anticipated to be made to the reserve.

### **Balances:**

June 30, 2021 - \$295,000

Estimated balance June 30, 2022 - \$295,000

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

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

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

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

**Use of Reserve:** Purchases from the reserve are subject to approval of the commissioner and will be identified annually by the Director of CTE and submitted to the ASMS and DS for consideration of Board approved utilization.

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

**2021-2022 Recommended Utilization/Funding:** No utilization of or contributions to the reserve are planned for 2021-2022 except proceeds from the minor sale of surplus CTE equipment.

**Balances:**

June 30, 2021 - \$800,739.82

Estimated balance June 30, 2021 – \$803,000

**Future Considerations:** Discussions with the School Superintendents and CVES Board will continue for consideration to modify the CVES CTE Equipment Reserve policy to allow additional means of contributing to the reserve in accordance with the NYS regulations associated therein.



## **RETIREMENT CONTRIBUTION RESERVE (RCR) & TRS SUB-FUND**

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

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

**Funding Methodology & Levels:** The current Board approved methodology allows the RCR to pay the costs of employer contributions to ERS and TRS and shall be maintained at an amount to be determined annually by the Board. For 2020-2021, ERS equaled \$1,313,629, or 25% of applicable salaries; TRS equaled \$582,666, or 6% of 2020-2021 salaries. Interest must be allocated to the reserve in accordance with GML and will be credited first to the reserve. If interest results in a balance above the maximum approved funding level, the interest will be used to offset current year retirement obligations.

### **Retirement Contribution Reserve – ERS**

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

### **Retirement Contribution Reserve – TRS Sub-Fund**

The moneys contributed annually, and the balance maintained therein for the reserve sub-fund shall not exceed 2% in annual contributions and 10% in total, respectively, of the total compensation or salaries of all teachers (as defined in Education Law §501[4]) employed by the BOCES who are members of TRS paid during the immediately preceding fiscal year. The current reserve balance would only cover a one-time 6% unanticipated increase, however, future anticipated contributions to the new reserve could extend the beneficial impact for multiple years.

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

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

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

***2021-2022 Recommended Utilization/Funding:***

**RCR for ERS:** No utilization or contributions to the RCR for ERS obligations are necessary for 2021-2022, except annual interest to be credited.

**RCR for TRS:** For the TRS Sub-Fund, the recommendation is to contribute up to 2% of total teachers' compensation equal to \$190,915, as defined above, based upon estimated available funds from budget appropriations.

***Balances:***

June 30, 2021:

RCR for ERS - \$1,313,629

RCR for TRS - \$582,666

Estimated balances, June 30, 2022:

RCR for ERS - \$1,315,250

RCR for TRS - \$774,300

## **EMPLOYEE BENEFIT ACCRUED LIABILITY RESERVE**

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

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

**Funding Methodology & Levels:** The reserve is currently underfunded by \$639,097 in comparison to the calculated liability as of June 30, 2021. The board will authorize annual contributions to the reserve. The balance maintained in the reserve may not exceed the estimated current liability as determined at the end of each fiscal year. Interest must be allocated to the reserve in accordance with GML and will be credited first to the reserve. If interest results in a balance above the maximum approved level or estimated EBALR liability, whichever is less, the interest will be used to offset current year payment of EBALR expenses. Should interest exceed the current year expenses, the interest will default to increase the reserve balance and offset the next year EBALR costs prior to utilization of budget appropriations.

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

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

**2021-2022 Recommended Utilization/Funding:** Utilization from the reserve is not anticipated at this time for 2021-2022. If a circumstance occurs that meets the criteria as an allowed "Use of the Reserve" and current budget appropriations cannot support the obligation, the reserve funds may be used for this purpose. For 2021-2022, a contribution not to exceed the estimated year-end liability and the available funds from budget appropriations will be recommended for Board approval. The liability as of June 30, 2021 was approximately \$639,000 more than the reserve balance, therefore, it is recommended that we continue to build this reserve toward the liability amount. Consequently, the estimated contribution for 2021-2022 is estimated not to exceed \$300,000.

### **Balances:**

June 30, 2021 - \$1,002,528.09 (Estimated liability \$1,641,625)

Estimated balance June 30, 2021: \$1,303,765 (With estimated contribution to reserve of \$300,000. Cannot exceed estimated liability)

## **Reserve Fund Strategy**

### **2021-2022 Reserve Fund Use Priorities**

- There are no anticipated reserve fund uses at this time.

### **2021-2022 Reserve Fund funding Priorities**

- Employee Benefit Accrued Liability Reserve – Continue to fund annually to match current liability based on available budget appropriations at year end. The reserve is currently underfunded by about \$639,000.
- Contribute annual maximum to the Retirement Contribution Reserve – TRS Sub-Fund for future stability. Reserve funding is limited annually and takes 5 years to be fully fund.

## **ENC. 40**

Recommend that the Board approve the following resolution:

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

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

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

BE IT THEREFORE RESOLVED that the BOARD authorizes and directs the Treasurer to use surplus funds in the amount of \$190,915.00, equivalent to 2% of the 2020-2021 TRS Billable Earnings, to the Retirement Contribution Reserve – TRS Sub-Fund.

## **ENC. 41**

Recommend that the Board elect Leisa Boise to the Rural Schools Board of Directors seat for Zone 2, for a three-year term (2022-2025).

## 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: May 26, 2022

RE: **May 2022 Board Report**

The month of May was filled with a steady hum of work in the Instructional Services Division. Our athletics Co-Ser transitioned from regular season play to a full schedule of sectional playoffs, championships, and regional competitions. NYS 3-8 Math test collection for vendor scoring was completed and schools have been supported in the administration of the NYS Grade 4 and 8 Science exams. Our Library Media Services team has been working with component districts to provide quotes for essential electronic databases and products to support student learning. Instructional Technology has been providing continued support to ensure devices are ready for end of year programs. Finally, our Communications team is gearing up for the many live stream events coming in the next few weeks as various celebrations and graduations are broadcast for all to enjoy.

VENDOR SCORING FOR STATE ASSESSMENTS

The Instructional Services team has contracted with EdVista to provide vendor scoring for all state assessments. This measure has reduced costs and provided relief for school districts by decreasing the need for teachers to be out of the building for scoring. In the current climate, with a very limited number of substitute teachers, this was a much-needed service. This year, our team processed \*\*\* ELA tests and \*\*\* Math tests during the months of April and May. By streamlining the drop-off and return processes, we were able to bring additional savings to our component districts.

## **COMMUNICATIONS LIVE STREAMING**

As the end of the year approaches, we begin to have major milestone events at our schools and in our component districts. Our Communications team is called in to provide technical support through live streaming of these events. This service includes a recording of the event for future viewing as well as the ability for those living near and far to watch in real time and be part of the event without having to be physically present. On Wednesday, May 25<sup>th</sup>, Megan Manson and Eddie Vega attended the Mineville National Technical Honor Society held at Moriah High School Auditorium. Megan took photos of the event and Eddie orchestrated the live streaming.



In the month of May, Joey LaFranca, Communications and Publications Manager and Eddie Vega collaborated with members of the Peru Central School District Community to create a video highlighting their Unified Basketball Assembly Game. [Peru vs. Plattsburgh High Unified Basketball: May 10, 2022 - YouTube](#)

## **LEADERSHIP TEAM – DARE TO LEAD**

The administrative team continued their study of Brene Brown's *Dare to Lead*. This month the team began a deep dive into the concept of vulnerability. "Vulnerability is the emotion that we experience during times of uncertainty, risk, and emotional exposure." (Brown, B. *Dare to Lead*, p. 19). Through decades of research Brown has discovered that what makes great leadership is courage, and "you can't get to courage without rumbling with vulnerability (p. 2)." At the May Leadership team meeting the conversation focused on the Six Myths of Vulnerability. Open, honest conversations led to some thoughtful reflection that is continuing to resonate with our team each day.

## **INSTRUCTIONAL TECHNOLOGY PREPARING FOR 2022-2023**

As component districts started to indicate interest in Instructional Technology services for the coming year, three districts added the service. Our team spent time at each component school in May, outlining a plan for a seamless transition on July 1<sup>st</sup>. Services include analysis of infrastructure, inventory and disbursement of staff and student devices, support for approval and spending of e-rate

money, and purchasing of needed hardware and software. We are looking forward to serving ten component districts in the coming year.

## **NYSED UPDATES**

This month the NYS Education Department provided several timely updates to the field. They included the passing of a law excusing districts from completing their approved APPR (Annual Professional Performance Review) Plans for the 2021-2022 school year. The cancellation of the US History and Government Frameworks exam scheduled to be administered on June 1<sup>st</sup>. The release of sample questions and inclusion of required investigations for the new Elementary (Grade 5) and Intermediate (Grade 8) Science Assessments with first administrations scheduled for Spring 2024. Additionally, the state also released the “special appeal” allowing students to appeal a Regents score lower than 65 to achieve the graduation requirement.

### **Annual Professional Performance Reviews (APPR) for the 2021-2022 School Year**

- On May 13, 2022, Governor Kathy Hochul signed into law Chapter 201 of the Laws of 2022 which, in part, makes teacher and principal evaluations optional for school districts and BOCES for the 2021-22 school year due to the ongoing challenges related to COVID-19.
- Chapter 201 of the Laws of 2022 also allows boards of education to grant tenure to teachers and principals recommended by the superintendent even if they have not had completed evaluations for the past three school years so long as all other statutory conditions are met.

### **[Cancellation of the Regents Examination in United States History and Government \(Framework\) for June 2022 \(nysed.gov\)](#)**

The [Office of State Assessment](#) has posted [Test Sample Items](#) for the new Elementary-Level Science (Grade 5) and Intermediate-Level Science (Grade 8) Examinations aligned to the New York State P-12 Science Learning Standards. The new Elementary-Level Science (Grade 5) and Intermediate-Level Science (Grade 8) Examinations will measure the three dimensions of the [New York State P-12 Science Learning Standards](#) and will be administered beginning in Spring 2024.

The [Office of State Assessment](#) has released a memo regarding the new [required investigations for the Elementary- and Intermediate-level Science Tests](#). The [Elementary- and Intermediate-level Science Tests](#) will be administered in Grades 5 and 8, respectively, for the first time in Spring 2024. These tests are designed to measure knowledge and skills contained in [New York State P-12 Science Learning Standards](#). To prepare for these tests with authentic, hands-on laboratory experiences, students will participate in a series of required activities called *Investigations*.



**Flexibility in the Use of 2021-22 and 2022-23 Regents Examination Scores to Satisfy Diploma Requirements (attachments)**

- In response to widely varied teaching and learning conditions caused by the continued impact of the COVID-19 pandemic, the Board of Regents [approved for Emergency Action at its May meeting](#) a temporary expansion of the existing process to appeal to graduate with a lower score on a Regents Examination.
- The purpose of this expansion is to provide flexibility to students taking Regents Examinations in the 2021-22 and 2022-23 school years in meeting assessment requirements for a diploma. In addition, the Department reminds districts and schools that while grading policies are locally determined, the inclusion of Regents Examination scores in the calculation of final course grades is neither required nor recommended.



Plattsburgh/Satellite Campus - P.O. Box 455, Plattsburgh, NY 12901  
Mineville Campus - P.O. Box 8, Mineville, NY 12956  
OneWorkSource - 194 U.S. Oval, Plattsburgh, NY 12903  
www.cves.org

**CV-TEC DIVISION**  
**Michele M. Friedman**  
**Director of Career and Technical Education**

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

#### CVES MISSION

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

**TO: Dr. Mark C Davey**  
**FROM: Michele M. Friedman**  
**DATE: May 26, 2022**  
**RE: June 2022 Board Report**

#### **CV-TEC TO HOST SEVERAL GRADUATION CEREMONIES FOR 2022 GRADUATES**

CV-TEC is proud to announce the hosting of live graduation ceremonies to honor the graduating class of 2022. The CV-TEC OWS High School Equivalency graduates will be celebrated on Wednesday, June 15<sup>th</sup> at 6 p.m. at the CVES Conference Center. The CV-TEC Plattsburgh graduates will be celebrated on Tuesday, June 21<sup>st</sup> at 7 p.m. at the SUNY Plattsburgh Field House. The CV-TEC Mineville Campus graduates will be celebrated on Wednesday, June 22<sup>nd</sup> at 7 p.m. at the Moriah Central School Auditorium. All events will be live-streamed and available on our YouTube channel for viewing.

#### **CV-TEC EXCELS AT NYS SKILLSUSA COMPETITIONS**

Thirty-eight (38) CV-TEC students competed at the Annual ***NYS SkillsUSA Championships*** held on April 27-29, 2022 in Syracuse, NY. Nine (9) CV-TEC students were awarded medals indicating the top finishes in New York State. Two (2) of our CV-TEC students placed **FIRST** in their competitions and will move on to represent New York State at the 2022 SkillsUSA National Conference in Atlanta, Georgia, from June 20<sup>th</sup> through the 24<sup>th</sup>. The NYS conference was attended by over 3500 participants from all parts of New York State and was truly impressive; with ALL students doing their very best and showcasing their talents.

Team CV-TEC would like to thank the CVES Board and the CVES Administration for their continued support of SkillsUSA. We would also like to thank our amazing and talented CV-TEC teachers and staff for doing such a wonderful job preparing our students for their competitions. Special appreciation is also extended to the SkillsUSA Advisor Team which consisted of Donna Wyant, Bevan Gertsch-Cochran, Jen Parker, Shawn Ryan, Kimberly Lincoln, Todd Menia, Jackie Dashnaw and Maria Spadafora. Their dedication to our students and organization was very much appreciated and made the trip an outstanding success!

SkillsUSA is a student leadership organization for students training in trade, industrial, and health occupations with over **300,000 members nationwide**. Our CV-TEC students participated in career and technical education competitions focusing on their CTE training area and in leadership competitions including Banner and Extemporaneous Speaking! Two students represented our center as part of the New York State Security Corps. We also had two student delegates who participated in the NYS SkillsUSA Delegation and 2022-2023 elections.



## SkillsUSA State Competitions 2022 Results

Awards	Name	Home School	Program	Competition
1 <sup>st</sup> Place	Amara Corrigan	Peru	Early Childhood Education	Job Demonstration A
1 <sup>st</sup> Place	Shelbie Rice	Schroon Lake	Allied Health	Nurse Assisting
2 <sup>nd</sup> Place	Zoe Olcott	Moriah	New Visions Medical	Medical Terminology
2 <sup>nd</sup> Place	Lacey Lawrence	Keene	Culinary Arts Management	Culinary Arts
2 <sup>nd</sup> Place	Nevin Dockery	Keene	Cosmetology	Cosmetology Knowledge Bowl
2 <sup>nd</sup> Place	Zainab Gondel	Crown Point	Cosmetology	Cosmetology Knowledge Bowl
2 <sup>nd</sup> Place	Isabella Phillips	Crown Point	Cosmetology	Cosmetology Knowledge Bowl
2 <sup>nd</sup> Place	Miranda Tompkins	Crown Point	Cosmetology	Cosmetology Knowledge Bowl
2 <sup>nd</sup> Place	Corey Valentin	Boquet Valley	Cosmetology	Cosmetology Knowledge Bowl



## **CV-TEC DIVISION HIGHLIGHTS 2021-2022:**

### **New Program Offerings/Updates/Initiatives**

#### **New Visions Applied Engineering Program**

New Visions Applied Engineering is a competitive one-year exploratory program for select high school seniors expressing an interest in a post-secondary educational experience in the Field of Engineering and/or related fields. The rigorous academic curriculum is combined with practical, applied work experience as students engage in STEM concepts, project-based learning activities and clinical observations with business and industry partners in the field. The program incorporates dual enrollment with both Clinton Community College and North Country Community College as well as career exploration and Work-Based Learning (WBL) experiences in Applied Engineering. The program is currently running in both Clinton and Essex County. It is expected that the program will be located at the Institute of Advanced Manufacturing (IAM) in the Fall of 2022.

#### **Digital Production & Multimedia Communications:**

##### **Redesign of Graphic Design & Communications and Digital Art & Design**

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

### **Carl D. Perkins V Grant & Academic Services**

The Perkins Grant initiative funds Career and Technical Education (CTE) initiatives at CV-TEC. The amount of the 2021-2022 grant was \$128,371 and we are awaiting the allocations for the 2022-2023 school year.

CV-TEC partnered with the Southern Regional Education Board (SREB) to provide instructional coaching during the 2021-2022 school year. Marty Sugerik, an instructional coach from SREB met with CTE teachers by career clusters to discuss/brainstorm: teaching strategies, project-based learning, differentiated instruction, and integrated academics. In addition, Marty presented the Career Readiness: Navigating the Workforce Seminar to the CV-TEC students. This one-hour training seminar was a guided tour through resources and tools that empower us to navigate the workforce.

The Perkins grant required a Comprehensive Local Needs Assessment (CLNA) to be conducted during the 2021-2022 school year. We combined our regularly scheduled annual review processes that we already have in place (ex. Advisory Council/ Advisory Committee/ Superintendent meetings), with a formal visit from our ACTEA partners to complete the CLNA process and requirements. The results of this important review will determine the direction of the Perkins grant for the next two to three (2-3) years. {The first CLNA was conducted during the 2019-2020 school year and those results determine the initiatives for this school year.} The CLNA was approved by NYSED on April 5, 2022.

### **NYSED CTE Program Re-Approval Process:**

The following CTE programs will be applying for NYSED Re-Approval process during the 2020-2021 school year: Animal Science: Veterinary Assistant, Automotive Collision Repair, Automotive Technology, Business Management & Entrepreneurship, and Digital Production & Multimedia Communications. Self-Study meetings were held separately for each of these programs and those reports are attached for review.



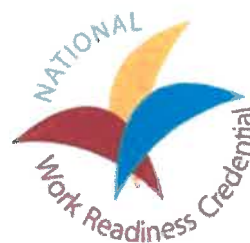
Components of this approval process include self-study, curriculum review, post-secondary partnerships (articulation agreements), work-based learning opportunities, national technical assessments, and an external review. CTE programs completing this rigorous approval process provide high school students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

CV-TEC will be sunsetting the Graphic Design & Communications program at the end of this school year due to merging it into the Digital Production & Multimedia Communications program.

During the 2022-2023 school year, the following CTE programs will be undergoing the NYSED Re-Approval process: Allied Health; Construction Trades; Culinary Arts Management; Electrical Design, Installation & Alternative Energy; Power Sport Technology; and Security & Law Enforcement.

### **National Work Readiness Credential (NWRC):**

During the Spring 2022 semester, the NWRC administration was conducted with all CV-TEC juniors and those seniors that had been unsuccessful last year. The results of this administration include of the 394 students that completed the NWRC, 313 were successful in earning their credential, which is an 79% success rate. Of those: 242 out of 313 juniors were successful (77%); 69 out of 79 seniors were successful (87%); and 2 out of 2 post-secondary students were successful (100%). We are very pleased with our results!



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

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

#### **Funding Status**

- WIOA Corrections: \$203,000 per location, \$1,015,000 over 5 years
  - Clinton County Jail
  - Essex County Jail (New split funding)
- WIOA Literacy Zones: \$300,000 (+17% per grant)
  - Plattsburgh OWS- \$150,000
  - Elizabethtown OWS- \$150,000 (New literacy zone)
- WIOA Adult Basic Education \$ 79,565 (+24%)/ \$397,825 over 5 years
- EPE (Employment Preparation Education): \$421,312
- Supplemental Nutrition Assistance Program (SNAP) \$400,000 (+25%)/ \$2,000,000 over 5 years
- Career Pathways: \$125,000 (Partnership grant renewed on partnership with FEH BOCES)
- GED Testing: \$ 9,397
- Incarcerated Youth COSER\* \$13,000+
  - Boquet Valley- \$6500 plus daily rate when students are attending
  - Beekmantown- \$6500 plus daily rate when students are attending

**Total Grant Funds: \$1,754, 274\***

### **New GED Exam to replace the TASC**

- NYSED has reached an agreement with Pearson to offer GED Test
- It is online for the community and paper based for the jails
- Plattsburgh OWS, Clinton County Jail, and Essex County Jail will offer the exam for now.
- The test is first come, first serve for the community; including CV-TEC Adult Education Students
- The CV-TEC Curriculum Team is planning computer based digital literacy training

### **Incarcerated Education Updates**

- 84 students (81 adults and 3 youth)
- CV-TEC Adult Education led its first Incarcerated Education Advisory Committee with 25 community organizations and elected officials in attendance.
- CV-TEC assumed role as Lead Agency for youth programs at the Clinton and Essex County Jails with new COSER
- 20 students were transitioned back into the community. 10 were transitioned into other jails.
- 124 work, soft skills, and community-based certificates earned by students.
- 7 students earned a high school diploma. 6 adults and 1 youth.
- 3-Year Recidivism Rate for CCJ and ECJ is 18%. New York State Recidivism Rate is 40%.
- New initiatives include interactive journaling and Domestic Violence Prevention training.
- Parenting classes were also implemented this year.

### **Adult Literacy Updates**

- New Adult Literacy Coordinator started her role in April.
- Our new ASISTS Data manager and ACT started his role in March.
- Adult Literacy Programs are currently exceeding NYSED Educational benchmarks. Post testing 79% and Gain Rates 55%. 94 of 174 students have made academic progress of 1-2 grade levels.
- 17 students have earned a high school equivalency diploma.
- Response to Intervention (RtI) was implemented to create a conversation and action plan around at-risk students and NYSED data.
- A curriculum team was created to address the personal and educational needs of students and ensure teachers have the chance to work together to improve TABE and GED results.
- Shared Decision Making (SDM) was implemented to ensure staff had a voice in decisions that affected the CV-TEC Adult Education Team.
- CV-TEC OWS will host two job fairs in May and June as part of our Literacy Zone initiatives.

### **Job Skills Training**

- JST programs were not offered this year due to COVID related complications.

### **Standards & Conditions (previously COE)**

- Subcommittees were created to address the several areas of improvement:
  - Curriculum mapping
  - Technical assessment administration
  - Remote learning standards
  - Practical Nursing reaccreditation

- The curriculum mapping subcommittee has gained use of the Atlas platform. On February 3<sup>rd</sup>, members attended an initial training on its use to determine what our next steps should be. The subcommittee is now requesting that current standards are loaded into the platform for specific teachers who will begin to pilot the system by uploading their lessons. The subcommittee will also follow up with other BOCES to see how they are utilizing the platform.
- The technical assessment subcommittee offered a training on how to create effective rubrics that align with specific standards on teacher's national skills-based exams. The subcommittee reviewed the submitted rubrics and provided feedback to teachers. Since then, the testing window has opened, and teachers are beginning to have their chosen evaluators administer their programs' assessments. The window closes on May 20<sup>th</sup> when scores will be compiled, and it will be determined which students have earned the CTE Endorsement seal on their high school diploma.
- The remote learning subcommittee has decided to focus on digital literacy and blended learning. The main goal is to not lose the momentum with technology that was gained during the pandemic (2020-2022). The subcommittee chairperson has earned certifications as a Microsoft trainer and plans to focus on better utilization of tools that we already have at our disposal, namely Microsoft Office 365. To date, PowerPoint presentations have been created outlining a day in the life of a teacher and a student utilizing Microsoft Teams in conjunction with in-person instruction. The subcommittee is currently researching various blended learning models and determining whether districts will continue to offer 1:1 programs with student devices. The subcommittee is also working with IT and the district-wide technology committee to continue to improve technology infrastructure, including connectivity, device update/upgrade plans, and other classroom needs.
- Throughout this year, the Practical Nursing reaccreditation subcommittee has been auditing their performance on the Board of Regents' seven standards for PN program accreditation and prioritizing areas of need based on the audit. In June, they will evaluate and expand the current, systematic evaluation plan to meet NYS standards for accreditation.



## Work-Based Learning & Student Services

### 2020-2021 Graduate Follow-up Data:

#### **Secondary Approved Programs:**

Employed: 59% Military: 1% Post-Secondary: 37% Unemployed Seeking: 2% Status Unknown: 1%

#### **Post-secondary Approved Programs:**

Employed: 65% Military: 0% Post-Secondary: 24% Unemployed Seeking: 2.5%

Unavailable for Employment: 6% Status Unknown: 2.5%

### **CV-TEC Career Exploration & WBL Opportunities**

Each of our CTE programs participated in the following WBL opportunities: industry speakers and tours, job shadowing, community service/volunteering, career-focused research project, school-based enterprise, onsite project, clinical experience (Cosmetology and Health Careers only), and paid/unpaid CO-OP experiences. **100% of our 2022 completers have completed 54+ hours of WBL.**



#### **Blue Collar Connection:**

CV-TEC will continue to collaborate with the Northern Home & Lifestyle Association (NHLA) to offer local businesses the opportunity to mentor our CTE students interested in pursuing a career in the technical trades. Students will rotate through the following companies to gain a broader understanding of the many pathways in the construction trades industry.

**Business Partners:** PM Leary Plumbing, PM Leary Builders, Fuller Excavating/Mechanics, Cedar Knoll, Lake Champlain Pools, Rene's Repair, Taylor Rental, Whiteface Real Estate Development and Construction  
**New Companies added this year:** Ace Electric, Fessette Drywall, and CACL Properties LLC

NHLA has offered the **Terry Besaw Scholarship** to all graduating seniors of CV-TEC that have participated in the Blue Collar Connection Project. **\$500 in tools will be awarded to the winning recipient.**

#### **City of Plattsburgh Marketing Internship with Marketing Director, Courtney Meisenheimer**

Jarrold Colby and Ethan Hazel, students from our Digital Production and Multimedia Communications program, are the applicants that have been selected for this opportunity. Each student will receive a \$500 stipend for their participation, and an additional stipend will be provided for these students to purchase professional attire and for their transportation needs.

#### **Sunrise Rotary Mayor's Cup Logo Design Project**

All students from the Digital Production and Multimedia Communications program participated in this project and presented their original logo designs to the Sunrise Rotary committee members. The chosen designs will be announced at the upcoming press conference with Mayor Rosenquist, and the logos will be included on all Mayor's Cup marketing materials for 2022.

**CV-TEC New Visions Applied Engineering (NVAE) WBL Program** has been developed to include **54+ Hours of WBL** to include Guest Speakers, Employer Interviews, Industry Tours, Authentic STEM Projects and Job Shadowing Opportunities. These career exploration activities have allowed the NVAE students to gain valuable insight into a variety of engineering fields and the opportunities available locally.

#### **2021-2022 NVAE Business and Industry Partners:**

- AQ
- AEDA
- AES Northeast, PLLC



- Barrett Industries/Upstone Materials
- Camso
- Earth Science Engineering
- General Composite
- Moldrite Plastics
- Norsk Titanium
- North Woods Engineering
- Nova Bus
- NYS Dept. of Environmental Conservation
- PlattCo-PLC
- Pre-Tech Plastics
- Salerno
- Schluter Systems
- Vapor Stone

**NVAE Authentic STEM Connect US-**In collaboration with the Universitüt Sigen, our NVAE South students have been working on an **authentic problem that was presented by Schluter Systems in February 2022**. The students have met weekly and are now prepared to **present an animated prototype of the solution to the company on Friday, June 3<sup>rd</sup>**. CV-TEC will continue to work with our business partners, along with the NCWDB and the Universitüt Sigen to promote and develop Authentic STEM projects in our CTE programs.



**North Country Manufacturing Day, CCC IAM Tuesday, November 16th**

10 school districts and 300 students participated this year. Students had the opportunity to network with local manufacturers, giving them a real-life look at what it takes to succeed in this growing industry.

**RAMP Presentation-The Coryer Staffing team** was on our CV-TEC campuses on December 9th, 16<sup>th</sup> and 17<sup>th</sup> to provide our juniors and seniors an overview of the program and application process. This presentation allowed our students an opportunity to contemplate the many options that are available to them, and **eight of our students have already been accepted for fall 2022**.



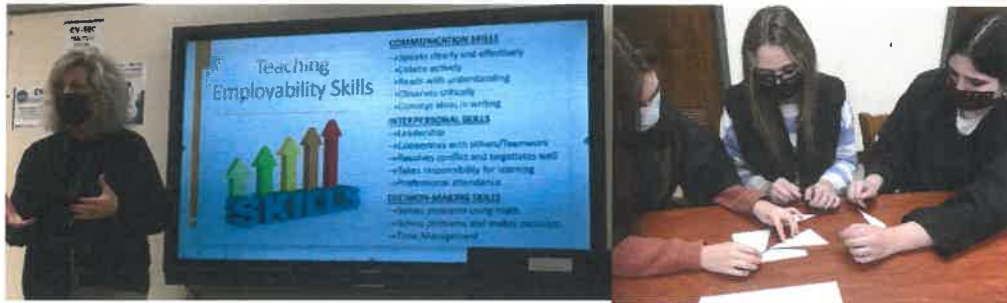
## Community Service Projects



Students and advisors of our **CV-TEC SkillsUSA chapter** supported the **Make-A-Wish Northeast New York chapter** and the **Clinton County Christmas Bureau** this year. We donated **\$2500** in toys and money to support these organizations and families in our community.

## Employability Seminar Series

This year we developed and posted the **CV-TEC Employability Skills posters** in all CTE classrooms. CV-TEC kicked off the year with an Employability Workshop for all staff and students. The training focused on the SkillsUSA framework and identifying the specific skills that are essential for the workplace. We also provided strategies to effectively teach and assess these skills in the classroom.



- **Sexual Harassment Prevention Seminar**

CV-TEC provided a 1-hour, interactive Sexual Harassment Prevention Seminar that was presented by the ETS, Ready4Real team. The presentation defined sexual harassment, and discussed ways to prevent it, and promotes positive workplace relationships and communication. All participants received a certificate upon successful completion of the exam.

- **Financial Literacy Seminar**

This year, our seniors from all campuses participated in the Mad City Money Financial Literacy simulation. The events were held on March 3<sup>rd</sup> and March 24<sup>th</sup>, and our partners were UFirst and TrailNorth Federal Credit Unions. The experience allowed our students to gain budgeting experience, but even more importantly, they learned the economic consequences of their spending. The credit unions discussed Savings and Checking accounts, and the importance of a great Credit Score. This year, our amazing CV-TEC teachers ran the individual stations, and were joined by Amy Provost, Ridgeline Realty Group, Emily Malpass-Boucher, Hemingway Realty, and Sara-Gallipo Sammis, Century 21. We also had Mary LaPierre, Director of Financial Aid (SUNY Clinton Community College), Annette Demarais, SUNY Plattsburgh, Mary Ellen Chamberlain, Director of Financial Aid, North Country Community College, Aimee Bastian, Asst. Director of Financial Aid, and Heather Muller Financial Aid Advisor, Hudson Valley Community College, at the event to discuss how to pay for college, including how to apply for financial aid, scholarships, and work study programs.



- **Job Seeking Seminar**

The CV-TEC Job Fairs will be held in **May 2022** and will be organized by career cluster. Our CTE students will have the opportunity to preview and interview for summer jobs, internships, and identify other career and post-secondary opportunities in our area.

**May 12, 2022 9:30 A.M-2:00 P.M. Health Careers Job Fair**

- Allied Health
- Business Health Management
- New Visions: Medical
- Practical Nursing (LPN)

**May 17, 2022 12:00 P.M.-3:00 P.M. Human Services & Ag. Sciences Career Cluster Job Fair**

- Animal Science: Large Animal Production
- Animal Science: Veterinary Assistant
- Cosmetology
- Culinary Arts Management
- Early Childhood Education
- Environmental Conservation and Forestry
- Food Services
- Security and Law Enforcement

**May 19, 2022 12:00 P.M.-3:00 P.M. Transportation Career Cluster Job Fair**

- Automotive Collision Repair
- Automotive Services
- Automotive Technology
- Heavy Equipment/Diesel Mechanics

**May 20, 2022 12:00 P.M.-3:00 P.M. CV-TEC Mineville Campus Job Fair**

- Automotive Technology
- Construction Trades
- Cosmetology
- Natural Resource Management
- New Visions Applied Engineering
- Security and Law Enforcement

**May 24, 2022 12:00 P.M.-3:00 P.M. Digital Production & Multimedia Communications Job Fair**

**May 25, 2022 12:00 P.M.-3:00 P.M. Industrial & Engineering Technology Career Cluster Job Fair**

- Construction Trades
- Electrical Design, Installation and Alternative Energy
- New Visions: Applied Engineering
- Welding

**CV-TEC Signing Week: June 6-10, 2022**

We will recognize our students and celebrate their acceptance into their chosen pathways, including the workplace, military, and post-secondary institutions.

**CV-TEC Partnership Appreciation Event June 2022**

This event will allow us the to recognize over 300 of our business partners for their continued support of CTE, our programs, and most of all our students.

**Veterans' Administrations Re-approval:**

- Assisting CVES Administration and the VA to connect with VA-ONCE to digitally certify and enroll veterans in CV-TEC programs.
- Completed a 22-page Veterans' Administrations Re-approval application and provided supporting documents.

- Assisting the Veterans' Administration and the Department of Labor to attempt to certify CDL-A and CDL-B for veterans to utilize GI Bill funds to enroll for training.
- Preparing for the upcoming for Veterans' Administration yearly audit.

#### **Student Mental Health Services:**

- Student mental health continues to be a concern with the ongoing pandemic. CV-TEC communicates regularly with component district and agency personnel on mental health well-being.

#### **Recruitment Efforts:**

- CV-TEC hosted tenth grade career days for all schools within our BOCES district. Many individual visits were scheduled for students that either missed their school's scheduled day or wanted a more in-depth visit.
- CV-TEC hosted our annual school counselor meeting to review next year's plans and discuss issues related to this year.
- CV-TEC hosted additional visitations for eighth grade students and 2 groups of at-risk students as an incentive to remain engaged in their education.

#### **Health Careers**

##### **LPN:**

21 students currently seated

- Meadowbrook Healthcare sponsoring 5 of their employees (full tuition and salary)
- Stable faculty (classroom and clinical)
- Clinical site adjustments due to COVID (decrease in ratio of faculty: student, weekly testing implemented, all students fully vaccinated)

**Adult CNA:** Fall 2022 open for enrollment

##### **Adult Phlebotomy:**

- Spring Class currently in session.
- Fall 2022 Class open for enrollment.



##### **Allied Health:**

Total Enrollment: Approx. 90 students/ 2 campuses

- Back to live clinical Oct. 20<sup>th</sup> with students fully vaccinated and weekly testing
- Decrease in faculty: student ratios required by sites
- January pause in clinical
- All State mandated Clinical Hours are completed (108 per student)
- NYS C.N.A. Testing ongoing May-June in Plattsburgh and Mineville Campuses
- New York State SkillsUSA Competition:
  - 1<sup>st</sup> Place winner from Mineville Campus
  - Will represent NYS in the National Competition in June

##### **New Visions Medical Careers:**

40 Students/ 2 campuses

- Return to clinical sites with fully vaccinated students
- January pause in clinical

**CPR/First Aid:** Training per industry need continues



**CVES MISSION**

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

To: Dr. Mark Davey, District Superintendent  
From: Matt Slattery, Director of Special Education  
Date: June 2022  
Re: Board of Cooperative Educational Services Report

**Hard Work Pays Off**

As part of our Work Experience program students earn a stipend as part of their curriculum through generous donations made to the United Way and by other community members and organizations. That stipend is then utilized to practice banking procedures, financial literacy, consumer skills, functional math, travel training, communication and so much more. Last week students purchased gift cards with their “paychecks” and identified at least one “want” item to purchase on our shopping trip. The remaining funds could be used to purchase “want” items. Students had to ensure they had enough money to buy their desired items, problem solve, figure out estimated tax needed and learned to use a self-checkout. We had a lot of happy shoppers on our hands generalizing the many skills they have been learning in their classrooms!



### Partners in Transition Back Volunteering in Community

CVES' Partners in Transition Community Pre-Vocational Program for adults developing job readiness skills are actively volunteering in our community. They can be seen here completing our weekly delivery for the Meals on Wheels program to support the members of our community. This opportunity teaches confidentiality, following specific steps, attention to detail, compassion, and communication skills. We love giving back to our community!!



### Skills Learned in Classrooms Applied to Our Community

We have been able to have numerous successful community outings with students in the Autism Program. Staff have come together to arrange transportation and get kids out in both small and large groups. Students have gone out to help make purchases at Price Chopper, to go to the movies and to eat out at a restaurant. Students started in groups of 1 or 2 for short trips and have worked their way up to larger groups for longer trips. It is great seeing them get out and being able to work on all the skills learned in the classroom in real world settings. We are so proud of our students' huge successes!





### Early Release Day Full of Fun, Laughter, and a Little Competition

May 11<sup>th</sup>'s early release day was focused on giving staff choice about how they would like to use their professional time focused on their health and wellness. Both Plattsburgh and Mineville campuses tapped into their collective on-site expertise to offer some amazing activities, including: a potluck luncheon, a kickball tournament, Mindfulness, yoga, Hip Hop dance class, Paint Minus the Sip, blindfolded obstacle Course, brain teasers for your classroom, handmade pies, and ice cream sundaes. In addition, our Mineville staff, went for a walk and picked up 16 large bags of garbage from our property. All in all, our day was full of camaraderie and laughter to recharge batteries for the final push of the school year!



Art Projects with Ms. Palmer from Both Campuses





### Art Sale to Benefit Autism Alliance Walk



### Celebrating Cinco de Mayo

In celebration of Cinco de Mayo, Plattsburgh's PBIS Committee handed out directions to make pinatas and items to fill them with for each classroom. They also put together nachos and cheese that were delivered to the delight of all our students!



**All Hands and Feet Were In on this Art Project**





**A Special Moment Shared, Accentuating the Connections/Relationships of Our Work**

A student came up to one of our staff members saying, "I have something for you for Mother's Day, because I appreciate you." The student gave her a beautiful picture that she had created in art class. The other adults in the room teared up. Apparently, just before our staff member was saying how grateful she was for the pretty purple lilacs on her drive in this morning (before receiving this kind gift).



**CEWW BOCES  
SPECIAL AID FUND PROGRAMS REVIEW  
STATUS EVALUATION  
2021/2022**

Coser	927-2021	927-2022	930-2021	930-2022	947-2022	948-2022	949-2022	950-2022	951-2022	
Program Description	Core Rehabilitation Services	Core Rehabilitation Services	Pre-ETS	Pre-ETS	SLS Operating Aid	DEI In our School Library	SLS Categorical Aid for Automation	EPE	HSE Test Administration	HSE Test Administration
Approved Budget	\$ 850,000	\$ 750,000	\$ 300,000	\$ 300,000	\$ 113,346	\$ 9,225	\$ 13,154	\$ 300,555	\$ 9,145	\$ 7,397
Revenue Available/Earned	\$ 692,806	\$ 102,336	\$ -	\$ 94,526	\$ 9,225	\$ 9,453	\$ 239,355	\$ 7,972	\$ -	\$ -
Revenue - Prior Year Rollover	\$ 234,312	\$ -	\$ 3,498	\$ 18,820	\$ -	\$ 3,701	\$ -	\$ -	\$ 1,748	\$ -
Expenditures & Encumbrances to date	\$ (795,228)	\$ (424,737)	\$ (26,983)	\$ (98,610)	\$ (9,225)	\$ (10,372)	\$ (284,061)	\$ (5,866)	\$ (4,288)	\$ -
Unexpended Balance	\$ 131,690	\$ 322,401	\$ 23,495	\$ 14,736	\$ -	\$ 2,782	\$ 44,706	\$ 3,854	\$ 4,288	\$ -
Percentage Utilized	94%	57%	9%	87%	100%	79%	95%	64%	58%	58%
Project Term	1/1/2021 12/31/2021	1/1/2022 12/31/2022	1/1/2021 12/31/2021	1/1/2021 12/31/2021	7/1/2021 6/30/2022	7/1/2021 6/30/2022	7/1/2021 6/30/2022	7/1/2021 6/30/2022	1/1/2021 12/31/2021	1/1/2022 12/31/2022
Finance Approval Obtained:	1/1/2019	1/1/2019	1/1/2020	1/1/2020	7/20/2021	4/15/2022	8/3/2021	9/21/2021	1/1/2019	1/1/2019
Coordinator:	Robinson	Robinson	Robinson	Robinson	Ford-Crogan	Ford-Crogan	Ford-Crogan	lorio	lorio	lorio
Director:	Slattery	Slattery	Slattery	Slattery	Campbell	Campbell	Campbell	Friedman	Friedman	Friedman
*****										
Coser	952-2022	954-2022	955-2022	959-2022	963-2022	963-2023	969-2022	965-2022	966-2022	997-2022
Program Description	WIOA, Title II, Adult Basic Ed	Perkins IV/CTEIA-Basic Grant	SLS Supplemental Operating Aid	SNAP Employment & Training Venture IV	North County Region Career Pathways III	North County Region Career Pathways III	CCHD Testing Coordination	WIOA, Title II, Incarcerated	NYS Basic Literacy-JCEO	NYS Basic Literacy- One Work Source
Approved Budget	\$ 60,182	\$ 128,371	\$ 57,857	\$ 400,000	\$ 145,263	\$ 100,000	\$ 714,000	\$ 405,147	\$ 125,000	\$ 125,000
Revenue Available/Earned	\$ 60,182	\$ 128,371	\$ 46,160	\$ -	\$ 35,000	\$ -	\$ 714,000	\$ 405,147	\$ 125,000	\$ 125,000
Revenue - Prior Year Rollover	\$ -	\$ -	\$ 11,697	\$ 7,939	\$ 55,736	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures & Encumbrances to date	\$ (50,665)	\$ (119,782)	\$ (57,283)	\$ (72,902)	\$ (59,909)	\$ (13,693)	\$ (372,514)	\$ (397,937)	\$ (128,259)	\$ (119,578)
Unexpended Balance	\$ 9,517	\$ 8,589	\$ 574	\$ 64,963	\$ 30,827	\$ 13,693	\$ 341,486	\$ 7,210	\$ 3,259	\$ 5,422
Percentage Utilized	84%	93%	99%	18%	41%	14%	52%	98%	103%	96%
Project Term	7/1/2021 6/30/2022	7/1/2021 6/30/2022	7/1/2021 6/30/2022	12/1/2021 11/30/2022	4/1/2021 3/31/2022	4/1/2022 3/31/2023	8/1/2021 7/31/2022	7/1/2021 6/30/2022	7/1/2021 6/30/2022	7/1/2021 6/30/2022
Finance Approval Obtained:	10/5/2021	10/1/2021	7/16/2021	12/21/2021	3/1/2022	3/1/2022	9/13/2021	10/15/2021	11/8/2021	11/17/2021
Coordinator:	lorio	Lafountain	Ford-Crogan	lorio	lorio	lorio	Lozier	lorio	lorio	lorio
Director:	Friedman	Friedman	Campbell	Friedman	Friedman	Friedman	Bell	Friedman	Friedman	Friedman

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