AUGUST 17, 2022 ADDENDUM

(New Enclosure)

Add

1. Recommend that the Board recognize and acknowledge (Chapter Number #NY036) The CV-TEC Chapter of Future Farmers of America (FFA) (Plattsburgh Campus). FFA is a nationally and NYS recognized Career and Technical Student Organization (CTSO) providing leadership and skills opportunities for students training in the Agricultural Sciences. FFA is an intracurricular student organization for those interested in agriculture and leadership. The official name of the organization is the National FFA Organization.

2. Recommend that the Board approve establishing a Future Farmers of America (FFA) Extra Curricular Student Activity Fund Club (CV-TEC FFA) for the purpose of organizing on school grounds, fundraising and participating in curriculum-related activities. The club will operate within the guidelines of the relevant policies of CVES (5210 Student Organizations and 5252 Student Activities Funds Management).

3. Recommend that the Board appoint the following CV-TEC FFA Extra Curricular Student Activity Fund Club Advisors: Anika Craig, Erin Meyer, Josh Pierce with no additional compensation.

(New Enclosure)

Add

Recommend that the Board approve the following Lease Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Plattsburgh City School District for the purpose of allowing BOCES to lease one classroom at the Duken Building, 49 Broad Street, Plattsburgh, NY 12901, contingent on Plattsburgh City School District obtaining the appropriate Certificate of Occupancy for student use from the New York State Education Department. The agreement will commence September 1, 2022 and will continue through June 30, 2023. The annual rent paid to Plattsburgh City School District by BOCES for the contract term of September 1, 2022 to June 30, 2023 shall be \$4,000. (Management Services) (attached)

(New Enclosure) Add

Recommend that the Board approve the following Ancillary Services Agreement:

1. Ancillary Services Agreement between Plattsburgh City School District and Clinton-Essex-Warren-Washington BOCES to coincide with the Lease Agreement term of September 1, 2022 through June 30, 2023, contingent on Plattsburgh City School District obtaining the appropriate Certificate of Occupancy for student use from the New York State Education Department. The amount of \$4,000 shall be paid by BOCES to the District for ancillary services for the term of the agreement. (Management Services) (attached)

AUGUST 17, 2022 ADDENDUM CONTINUED

(New Enclosure)

Add

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

- Name: Michelle Lawrence
 Position: Administrator for Instructional Services
 Tenure Area: School Administrator and Supervisor
 Effective Date: September 19, 2022
 Tentative Tenure Date: September 19, 2026
 Certification Status: School District Leader, Professional, School Building Leader, Professional, Biology 7-12, Professional, Chemistry 7-12, Professional,
 Annual Base Salary: \$85,000
 Prorated Salary: \$67,291.67
- Name: Trevor Cameron
 Position: Assistant Principal
 Tenure Area: Assistant Principal
 Effective Date: August 22, 2022
 Tentative Tenure Date: August 22, 2026
 Certification Status: Pre-K Grade 6, Permanent, School District Administrator, Permanent
 Annual Base Salary: \$83,000
 Prorated Salary: \$71,933.34

(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).

(New Enclosure) Add

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

 Name: Charles Roberts
 Position: Building Maintenance Mechanic Effective Date: August 18, 2022
 Tentative Permanent Date: August 18, 2023
 Annual Base Salary: \$34,875
 Prorated Salary: \$30,448.56

AUGUST 17, 2022 ADDENDUM CONTINUED

(New Enclosure) Add

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

 Name: Richard Beaudry Position: Teaching Assistant Effective Date: August 31, 2022 – June 30, 2023 Certification Status: Uncertified Annual Base Salary: \$26,062

(New Enclosure) Add

Recommend that the Board authorize reimbursement of fingerprinting fees up to \$105 for employees receiving fingerprint clearance for the purpose of working at CVES. Employees must submit application for reimbursement of costs on or before June 30, 2023. Employees hired in the following positions, and fingerprinted between July 1, 2022 and June 30, 2023, will be eligible for reimbursement of fingerprint fees after working 10 days at CVES:

Teacher aides/student aides Temp on-call Teacher Aides/Student Aides Temp on-call Custodial Worker Temp on-call Building Maintenance Worker Temp on-call Cook Temp on-call Food Service Helper Temp on-call Cleaner Messenger Temp on-call Computer Lab Assistant Temp on-call Computer Specialist Temp on-call Laborer Temp on-call Clerical (all titles) Temp on-call Nurse (Registered Nurses)

LEASE AGREEMENT

LEASE AGREEMENT (hereinafter the "Lease") made this _____ day of ______, 2022 by and between PLATTSBURGH CITY SCHOOL DISTRICT, an organization existing under and by virtue of the Laws of the State of New York, with an office and place of business at 49 Broad Street, Plattsburgh, New York 12901 (hereinafter "District") and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SOLE SUPERVISORY DISTRICT OF CLINTON, ESSEX, WARREN AND WASHINGTON COUNTIES, an organization existing under and by virtue of the Laws of the State of New York with an office and place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") (the District and BOCES are collectively referred to herein as the "Parties").

RECITALS

- 1. BOCES is organized under the laws of the State of New York and is responsible for the operation of programs for students, including students of the District, as well as students of other school districts who will participate in the 8:1:1 Post Graduate Life Skills Program.
- 2. In order to achieve the above-described goals, it is necessary that classrooms and support space areas in the District be available for the needs of the 8:1:1 Post Graduate Life Skills Program.
- 3. It is the intent of the District to provide classroom space for the 8:1:1 Post Graduate Life Skills Program for the use by BOCES at the Duken Building in Plattsburgh, NY.
- 4. The District understands and appreciates the needs of BOCES in achieving the above-described goals and agrees to make available one classroom for BOCES' use on a ten (10) month basis.

WHEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

LEASED PREMISES

- 1.1 The District hereby leases to BOCES one (1) classroom for the 8:1:1 Post Graduate Life Skills Program.
- 1.2 It is understood and agreed that the District shall have the right not more than once annually to designate the classroom space to be leased under this Lease. The District shall notify BOCES by September 1st of the year which classroom is designated for BOCES' use. Such room shall, in any event, be appropriate to the reasonable needs of BOCES. There will be no midyear changes in room designation, except for necessary repair, emergencies, and similar circumstances.

ARTICLE II

TERM

- 2.1 The term of this Lease shall commence on September 1, 2022 and shall continue for ten (10) months (June 30, 2023), depending on adequate enrollment. In the event that BOCES needs to amend or cancel the lease due to enrollment, BOCES will notify the district when enrollments are finalized.
- 2.2 The lease may be renewed at the expiration of the lease term subject to the consent of the Commissioner of Education as required by Section 403-a of the Education Law of the State of New York.
- 2.3 In the event that the District needs to amend, not extend or cancel the lease due to District enrollment growth or should the District encounter other circumstances requiring part or all of the leased space for its own students, the District will notify BOCES by December 1st.

ARTICLE III

RENTAL

- 3.1 The rent paid by BOCES to the District for the initial contract term September 1, 2022 to June 30, 2023 shall be \$4,000.
- 3.2 The rent due during each school year under this Lease shall be paid annually in January and June.
- 3.3 Should the Parties agree to renew the lease for an additional term, the annual classroom rent amount will be mutually agreed to by the Parties, which amount shall comply with the requirements set forth in Section 403-a of the Education Law.

ARTICLE IV

SIZE AND USE OF LEASED PREMISES

4.1 The classroom space leased to BOCES under this lease shall comply with any applicable regulations of the Commissioner of Education. The classroom space will be used for instructional and other educational purposes.

ARTICLE V

NUMBER OF CLASSROOMS

5.1 The number of classrooms reserved for BOCES shall not be less than one (1). However, BOCES reserves the right to negotiate for more rooms if needed and available, and to pay additional rent to be mutually agreed to by the parties.

ARTICLE VI

IMPROVEMENTS

6.1 The District will be solely responsible for undertaking any improvement in the room(s) subject to this Lease and the cost thereof; such responsibilities to include, but not be limited to, the obtaining of all building permits, the providing of all labor and materials for the performance of the work, and the supervision of all activities attendant thereto.

ARTICLE VII

DEFAULT

- 7.1 In the event that either of the parties hereto shall fail to perform any duty required to be performed or breach any warranty or representation, including BOCES' covenant to pay rent, made herein, and such failure to perform or breach shall continue substantially unremedied and substantially uncorrected for a period of thirty (30) days after the service or written notice upon such party by the other party hereto specifying such failure or breach, this Lease may be terminated on grounds of default at the option of the party serving such notice at the expiration of such thirty (30) day period; provided, however, that such termination shall not relieve the party so failing or breaching from liability to the other party for such damages as may be suffered by reason of such failure.
- 7.2 Any other provision of this Lease to the contrary notwithstanding, in the event that there occurs a default by the District, BOCES at its option may elect to cure the default and deduct the cost thereof from its subsequent rental payments.

ARTICLE VIII

DESTRUCTION OF DISTRICT BUILDINGS

8.1 The District shall maintain, at its cost, fire insurance upon the building(s) containing the room(s) subject to this Lease. In the event of a fire, the District will rebuild the damaged portions of the building(s) within a reasonable period of time.

ARTICLE IX

BOCES EMPLOYEES AND AGENTS/INDEMNIFICATIONS

- 9.1 The employees and agents of BOCES who use and occupy the rooms and other District property under this Lease shall not be considered employees of the District. BOCES shall indemnify and hold the District harmless from and against all claims, suits, actions, damages, costs, and expenses, including reasonable attorneys' fees, and from and against all liability, losses, and damages of any nature whatsoever that the District has or may sustain by reason of the negligent action or inaction of BOCES, its agents and employees.
- 9.2 The District shall indemnify BOCES and hold BOCES harmless from and against all claims, suits, actions, damages, costs, and expenses, including reasonable attorneys' fees, and from and against all liability, losses, and damages of any nature whatsoever that BOCES has or may sustain by reason of the intentional or negligent action or inaction of the District, its agents and employees.

ARTICLE X

INSURANCE

10.1 BOCES shall extend its personal liability and personal property insurance coverage to the District property subject to this Lease and shall provide proof of such insurance to the District annually and any notice of cancellation of such insurance shall be provided to the District within seven (7) days of the date BOCES receives such notice. In the event that BOCES' personal liability and property insurance is canceled, and insurance is not obtained within five (5) business days, this Lease shall automatically terminate.

ARTICLE XI

ANCILLARY SERVICES

11.1 Ancillary services may be provided by the District pursuant to a separate agreement between BOCES and the District for additional consideration.

ARTICLE XII

NOTICE

12.1 All notices required or permitted to be given hereunder shall be in writing and delivered personally to the addressee or, at the sender's election, sent by certified mail, postage prepaid, return receipt requested, addressed to the other party at such party's address shown at the beginning of this Lease or to such other address as the other party shall have designated in the manner herein provided for the giving of such notice. Such notice shall be deemed to have been given on the date personally delivered, or on the third business day after the same was deposited with the United States Postal Service.

ARTICLE XIII

APPROVAL BY COMMISSIONER

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

ARTICLE XIV

ENTIRE AGREEMENT

14.1 This Lease constitutes the entire agreement of the parties and may not be changed or modified except by an agreement in writing signed by the parties hereto.

ARTICLE XV

CONSTRUCTION OF LEASE

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

ARTICLE XVI

MEMORANDUM OF LEASE

16.1 The District will, upon request of BOCES, cooperate in the filing of a Memorandum of Lease with respect to this lease in accordance with Section 291-c of the Real Property Law.

ARTICLE XVII OBLIGATION OF BOCES

17.1 At the end of the Lease term, BOCES shall return the leased premises to the District in the same condition as existed at the commencement of the Lease, normal wear and tear excepted, and BOCES shall pay the District for any damage caused to the leased premises, or any other District property, by BOCES students, employees, and agents.

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

PLATTSBURGH CITY SCHOOL DISTRICT

By:

Name and Title: _____

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

By:

By:

Michael St. Pierre, President, Board of Education

Dr. Mark C. Davey, District Superintendent

State of New York) SS: County of Clinton)

On this ______ day of _____ 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York) SS: County of Clinton)

On this ______ day of _____ 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael St. Pierre, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York) SS: County of Clinton)

On this ______ day of _____ 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark C. Davey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ANCILLARY SERVICES AGREEMENT

ANCILLARY SERVICES AGREEMENT (hereinafter the "Agreement") made this ______ day of ______, 2022, by and between the PLATTSBURGH CITY SCHOOL DISTRICT, an organization existing under and by virtue of the Laws of the State of New York, with an office and place of business at 49 Broad Street, Plattsburgh, New York 12901 (hereinafter ("the District") and the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SOLE SUPERVISORY DISTRICT OF CLINTON, ESSEX, WARREN AND WASHINGTON COUNTIES, an organization existing under and by virtue of the State of New York with an office and place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") BOCES and the District are collectively referred to herein as the "Parties".

RECITALS

- A. BOCES is duly organized and existing under the laws of the State of New York, and is responsible for the operation of programs for students, including students of the District, as well as other school district students who will participate in the 8:1:1 Post Graduate Life Skills Program.
- B. In order to achieve the above-described goals, it is necessary that BOCES lease classroom number 3 in the District for the needs of students. The parties entered into a separate Lease Agreement with respect to classrooms and support space areas dated August _____, 2022.
- C. Inherent in this agreement is the expectation that students will:
 - Be able to benefit from this program due to the availability of a classroom suitable to the 8:1:1 Post Graduate Life Skills Program located at the Duken Building, Plattsburgh, New York.
 - Have availability of support services as needed from Plattsburgh City School District including custodial services and support from the administration.
- D. This agreement shall communicate BOCES' expectations in committing to the location of classrooms within the District and outlines the goals for both the BOCES 8:1:1 Post Graduate Life Skills Program and the District's role in this cooperative venture. It is the intent of the District to provide quality educational space for the use by BOCES at no local cost to the residents of the District.

WHEREFORE, for mutual considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I: ANCILLARY SERVICES

- 1.1 In conjunction with the provision of a leased classroom by the District to BOCES, which is provided for in a separate Lease Agreement, the District shall provide BOCES with the following facilities and services (collectively referred to as "Ancillary Services"):
 - A. Facilities: The District will make its libraries, bathrooms and any other common use areas

available to BOCES' students at times that are mutually agreed to by the parties.

- B. <u>Administrative Responsibilities and Decision-Making</u>: BOCES staff shall consult with District administrative staff, as appropriate, regarding daily supervision with respect to BOCES' 8:1:1 Post Graduate Life Skills Program students at the District. However, BOCES shall have the primary responsibility for the overall administration of the educational program and decision-making with respect to BOCES' 8:1:1 Post Graduate Life Skills Program students at the District, consistent with District policies and procedures.
- C. <u>Staff and Student Supervision:</u> BOCES shall have the primary responsibility for supervising and evaluating its staff at the District. However, upon mutual agreement of the parties, the respective administration of the District may make informal observations of BOCES' staff at the District and communicate those observations to a party designated by BOCES. BOCES and the District agree all program students and BOCES staff attending the program at the District shall be subject to and adhere to the District's Code of Conduct, DASA Policy and all such related policies.
- D. <u>Intervention</u>: BOCES shall have the primary responsibility for supervising BOCES' 8:1:1 Post Graduate Life Skills Program students at the District. However, the respective building administration may intervene in student activity when, in the opinion of the building administration, immediate action is required to ensure the safety and well-being of students, faculty, and/or staff at the District. Such intervention shall be in accordance with the District's Code of Conduct.
- E. <u>Health Services:</u> BOCES shall be responsible for keeping health records and ensuring immunization compliance, and daily nursing services with respect to BOCES' 8:1:1 Post Graduate Life Skills Program students at the District.
- F. <u>Overhead and Maintenance:</u> The District shall provide all overhead and maintenance services necessary to operate the facilities described in the Lease Agreement, including lighting, heating, plumbing, maintenance, cleaning services and any other custodial or cleaning services that would normally be performed for the District's own areas.

ARTICLE II: TERM

2.1 The term of this Agreement shall commence on September 1, 2022 and shall continue until June 30, 2023. In the event that BOCES needs to amend or cancel the lease due to enrollment, BOCES will notify the district within sixty (60) days of intended amendment or cancelation. The term of this Agreement shall coincide with the term of the Lease Agreement and this Agreement shall not be become effective unless and until the Lease Agreement has been approved in writing by the Commissioner of Education.

ARTICLE III: CONSIDERATION

3.1 The consideration to be paid by BOCES to the District for the Ancillary Services shall be \$4,000 annually and paid in conjunction with the lease payment.

ARTICLE IV: NOTICE OF SERVICES

4.1 On or before October 1st, BOCES shall provide the District with a written statement of the specific Ancillary Services required by BOCES under this Agreement. The parties shall then meet and make a good faith effort to agree upon the specific Ancillary Services and the schedule therefore which the District will provide.

ARTICLE V: DEFAULT

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

ARTICLE VI: NOTICE

6.1 All notices required or permitted to be given hereunder shall be in writing and delivered personally to the addressee or, at the sender's election, sent by certified mail, postage prepaid, return receipt requested, addressed to the other party as such party's address shown at the beginning of the Agreement or to such other address as the other party shall have designated in the manner herein provided for the giving of such notice. Such notice shall be deemed to have been given on the date personally delivered or on the third business day after the same was deposited with the United States Postal Service.

ARTICLE VII: ENTIRE AGREEMENT

7.1 This Agreement constitutes the entire agreement of the parties and may not be changed or modified except by an agreement in writing signed by the parties hereto.

ARTICLE VIII: CONSTRUCTION OF AGREEMENT

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

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

PLATTSBURGH CITY SCHOOL DISTRICT

By:

Name and Title:

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

By:

Michael St. Pierre, President, Board of Education

By:_____

Dr. Mark Davey, District Superintendent

State of New York) SS: County of Clinton)

On this ______ day of ______ 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared _______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York) SS: County of Clinton)

On this ______ day of ______ 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael St. Pierre, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York) SS: County of Clinton)

On this ______ day of _____ 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark C. Davey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public