

SEPTEMBER 14, 2022 ADDENDUM

(New Enclosure)

Add

Recommend that the Board approve the following Independent Contractor Services Agreement:

Agreement between Clinton-Essex-Warren-Washington BOCES and Dr. Stephen Danna under which Dr. Danna will provide planning and facilitation support to assist BOCES in accelerating and improving the BOCES-wide strategic plan for continuous academic improvement. Agreement services will take place during the 2022-2023 school year for an amount not anticipated to exceed \$12,500. (Administration) (attached)

(New Enclosure)

Add

Recommend that the Board approve a resolution to allow Clinton-Essex-Warren-Washington BOCES to enter into a service agreement or agreements for the purpose of obtaining annual fire safety inspections for BOCES and BOCES component districts. All inspections will be completed no later than October 31, 2022 for a total expenditure not anticipated to exceed \$18,000. Be it further recommended that the CVES District Superintendent be granted authority to enter into service agreements contingent upon CVES' attorney approval.

(New Enclosure)

Add

Recommend that the Board approve the following resolution:

Upon the recommendation of the District Superintendent, and having had an opportunity to discuss the matter, be it resolved that the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services appoints Ferrara Fiorenza PC law firm, effective October 1, 2022, as its attorneys on the same terms and conditions as it had with its former counsel, Hogan, Sarzynski, Lynch, DeWind & Gregory, LLP.

(New Enclosure)

Add

Recommend that the Board approve the following resolution:

Allow Clinton-Essex-Warren-Washington BOCES to enter into a rental agreement, or agreements, for the rental of an excavator for use by the Mineville Campus Conservation Program. The approximate duration of the rental period is September 15, 2022 through June 30, 2023 with a total expenditure not anticipated to exceed \$19,200. Be it further recommended that the CVES District Superintendent be granted authority to enter into rental agreements contingent upon CVES' attorney approval.

SEPTEMBER 14, 2022 ADDENDUM CONTINUED

(New Enclosure)

Add

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

1. Name: Haley Taylor
Position: Network and Systems Technician (*was provisional)
Effective Date: January 6, 2022
Tentative Permanent Date: January 6, 2023

(New Enclosure)

Add

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

1. Name: Maria Huntington
Position: Supervisor of Adult Services and Programming
Effective Date: October 11, 2022
Annual Base Salary: \$92,500
Pro-Rated Salary: \$67,477.89

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

(New Enclosure)

Add

BE IT RESOLVED, that the Board, upon the recommendation of the District Superintendent, hereby appoint Crystal Rhino to the position of Special Education Assistant Principal in the administrative tenure area, contingent upon receiving her Internship Certificate for School Building Leader effective September 15, 2022 for a Four-Year probationary period commencing on September 15, 2022 and expected to end on September 15, 2026. Initial salary will be prorated, based on an annual salary of \$78,000 for 2022-2023. (pro-rated salary for 2022-2023 is \$62,400)

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

AGREEMENT made by and between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services aka Champlain Valley Educational Services (CVES) 518 Rugar S., Plattsburgh, NY 12901, and Dr. Stephen Danna, 25 Library Ave. Warrensburg, NY 12885 (“CONTRACTOR”).

WITNESSETH:

WHEREAS, CVES desires to have certain services and activities completed, as described in Schedule A, hereinafter referred to as the “SCOPE OF WORK” or “WORK,” which is attached hereto and made a part hereof; and

WHEREAS, based upon information and representations of CONTRACTOR, CVES has determined that CONTRACTOR is qualified and where required, licensed and/or certified to provide such services and do such WORK; and

WHEREAS, CONTRACTOR is ready, willing and able to undertake the WORK and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

WHEREAS, CVES and CONTRACTOR, hereinafter referred to jointly as the PARTIES, desire to enter into an agreement whereby CONTRACTOR will provide such services and do such work;

NOW, THEREFORE, 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. TERM. The term of this AGREEMENT shall begin on September 15, 2022 and extend for, through and including June 30, 2023. The term can be extended, by mutual agreement, in writing.
2. WORK. CONTRACTOR shall perform for CVES the WORK described in Schedule A.
3. CONTRACTOR’S REPRESENTATION. CONTRACTOR represents and warrants to CVES, that neither CONTRACTOR nor any of CONTRACTOR’s employees, agents, subcontractors, representatives or assigns who will perform WORK for CVES pursuant to this AGREEMENT has been convicted of a felony.
4. FINGERPRINGING. CONTRACTOR acknowledges and agrees that he or his employees may be subject to fingerprinting and a criminal history record check as may be required by the Education Law of the State of New York. In such event, CONTRACTOR agrees to cooperate with the CVES and to complete any and all necessary forms or procedures, all at no cost or expense to the CVES.

5. LICENSES. CONTRACTOR agrees to provide copies of all certifications and licenses required by law to undertake the WORK to be performed for CVES pursuant to this AGREEMENT before the WORK is undertaken.
6. EQUIPMENT AND OTHER RESOURCES. Unless otherwise provided in the SCOPE OF WORK, CVES shall provide all of the equipment, supplies, personnel and other resources required to complete the WORK.
7. COMPENSATION. CONTRACTOR shall be compensated for the WORK as provided in Schedule B, hereinafter referred to as "SCHEDULE OF FEES AND CHARGES." Unless otherwise provided in Schedule B, fees shall be all inclusive and CONTRACTOR shall not be entitled to reimbursement for expenses incurred in the completion of the WORK. Such fee shall not be subject to modification based on the number of hours devoted by CONTRACTOR to the project. Such fee may be modified due to a change in the SCOPE OF WORK in Schedule A through the written, mutual consent of the PARTIES.
8. PAYMENT. Payment for the services and WORK provided pursuant to this AGREEMENT is dependent upon the satisfactory completion of the WORK; faithful compliance with the terms and conditions of the AGREEMENT by CONTRACTOR and acceptance of the WORK by CVES. Submission of an invoice by CONTRACTOR along with requisite documentation describing, with particularity, the WORK performed and its acceptance by CVES, is a condition precedent to payment pursuant to Schedule B, under the terms of this AGREEMENT. Invoice(s) shall show purchase order number and shall be mailed to CVES, in care of Accounts Payable.
9. INDEPENDENT CONTRACTOR. CONTRACTOR agrees to provide such WORK to CVES as an independent contractor. It is mutually agreed that for the purposes of providing this WORK, personnel providing WORK are not employees of CVES and shall neither hold themselves out nor claim to be an officer, employee, agent or representative of CVES nor make any claim, demand or application to or for any right based upon any different status.
10. LIMITS ON COMPENSATION. CONTRACTOR agrees that personnel providing WORK are not entitled to; participation in any benefit plan provided to the employees of CVES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right and/or privilege available to the employees of CVES. CONTRACTOR is responsible for providing, at CONTRACTOR'S sole expense, disability, unemployment, worker's compensation and all other forms of insurance, training, permits and licenses for CONTRACTOR and for CONTRACTOR'S employees, if any. CONTRACTOR further agrees that it is not entitled to any compensation for services or WORK rendered pursuant to this agreement, except as expressly provided in the SCHEDULE OF FEES AND CHARGES in Schedule B.
11. RESPONSIBILITY FOR TAXES. If required, CVES will provide CONTRACTOR with Internal Revenue Service FORM 1099 as required by law. CONTRACTOR agrees that it

is responsible for the payment of any taxes due as a result of any payment made pursuant to this AGREEMENT.

12. SUBCONTRACTS. CONTRACTOR shall not enter into subcontracts for the performance of work pursuant to this AGREEMENT unless such subcontractors are approved by CVES before the work is completed. If the CVES enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of CVES under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and CVES.
13. PRINCIPAL CONTACT. The CVES's principal contacts shall be Dr. Mark Davey, Ed.D. (please copy Julie Jolicoeur, DS Confidential Secretary on all correspondence) and all correspondence, reports and inquiries regarding this AGREEMENT shall be directed to them.
14. CONFIDENTIALITY. CONTRACTOR agrees to maintain fully the confidentiality of any confidential information or processes relating to CVES that it may obtain, view or observe during the term of this AGREEMENT. Information relating to individuals who may receive services pursuant to this AGREEMENT or any information relating to individuals that CONTRACTOR may have access to in order to complete the WORK under this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in full conformity with law and regulations. CONTRACTOR agrees that if he/she/it receives a subpoena for divulgence of confidential information, he/she/it shall notify the CVES prior to divulging the same. This section shall survive termination of this AGREEMENT.
15. INDEMNIFICATION. CONTRACTOR agrees to indemnify and hold CVES harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against CVES that result from the acts or omissions of CONTRACTOR and/or CONTRACTOR's employees, agents, or representatives.

CVES agrees to indemnify and hold CONTRACTOR harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against CONTRACTOR that result from the negligent acts or omissions of CVES and/or CVES employees, agents, or representatives.
16. NON-ASSIGNMENT. This AGREEMENT may not be assigned by CONTRACTOR, or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the previous consent, in writing, of CVES; and any attempts to assign the contract without CVES' written consent are null and void.
17. NON-DISCRIMINATION. CONTRACTOR agrees that it, its employees, agents, representatives and subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status and will not discriminate, intimidate or harass any person while undertaking WORK under this AGREEMENT. CVES agrees to be fully

responsible for any such actions or activities and to hold CVES harmless against any claim, cause of action, demand, charge or any other application relating to such actions or activities. Such agreement shall survive the termination of this AGREEMENT.

18. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply, at its own cost and expense, with the provisions of all Federal, State, County and municipal laws, ordinances, regulations and orders pertaining to the performance and provision of the services provided by the CONTRACTOR pursuant to this AGREEMENT.
19. OWNERSHIP OF DOCUMENTS AND OTHER WORKS. CONTRACTOR acknowledges and agrees that any work, as defined under the Copyright Laws of the United States or any other work product or deliverable in the SCOPE OF WORK pursuant to this AGREEMENT shall be work for hire and shall be property of CVES. CONTRACTOR warrants that any such works do not infringe, in any way or extent, upon rights held by others. Such warranty shall survive the termination of this AGREEMENT.
20. REPRODUCTION OF DOCUMENTS AND OTHER WORKS. CONTRACTOR acknowledges and agrees that it will be solely responsible for obtaining permission to use and/or copy any documents or other works used in relation to the WORK under this AGREEMENT and that CONTRACTOR agrees to hold CVES harmless against any claim, cause of action demand, charge or any other application relating to the use or copy of such documents or other works. Such agreement shall survive the termination of this AGREEMENT.
21. NO WAIVER OF DEFAULT. No failure by the CVES to insist upon the strict performance of any term, covenant, agreement or provision of this AGREEMENT or to exercise any right or remedy upon a breach thereof, and no acceptance by the CVES of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.
22. GOVERNING LAW. This AGREEMENT shall be governed by, construed, and enforced in accordance with the law of the State of New York and any disputes shall be venued in a court of competent jurisdiction in Fulton or Montgomery Counties, New York and the parties hereby agree to submit to personal jurisdiction in any such court.
23. EXECUTORY CLAUSE. CVES shall have no liability under this AGREEMENT to CONTRACTOR or to anyone else beyond funds appropriated and available for this AGREEMENT.
24. FORCE MAJEURE. CONTRACTOR shall not be responsible for failing to perform under this AGREEMENT where failure to perform is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar causes beyond the control of CONTRACTOR.
25. TERMINATION. This AGREEMENT will terminate upon submission by CONTRACTOR of a final product satisfactory to CVES or upon mutual written consent

of CONTRACTOR and CVES. Either party may terminate this AGREEMENT upon thirty (30) days written notice to the other party. Upon such termination, CONTRACTOR shall be paid for all work performed in accordance with this AGREEMENT through the date of termination. It shall not be entitled to any additional payments, whether on account of lost profits or otherwise.

26. HEADINGS. Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

27. FULL AGREEMENT. This AGREEMENT, including all appendices, constitutes the full agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

Date: _____ CVES

By: _____
Dr. Mark C. Davey, Ed.D., District Superintendent

By: _____
Mr. Michael St. Pierre, CVES Board President

Date: September 10, 2022

CONTRACTOR

By:  _____
Dr. Stephen Danna

SCHEDULE A

Scope of Work

CONTRACTOR will:

- **Serve as Strategic Planning Process Facilitator and Critical Friend to the CVES District Superintendent, Division Leaders, and Community.**
- **Work collaboratively with the Superintendent, Division Leaders, 25-30 member District Planning Team, and CVES Community to promote ongoing progress in realizing priorities and strategies identified in the CVES 2021-24 Strategic Plan (SP);**
- **Facilitate sessions at all levels and campuses to celebrate progress, analyze and discuss data trends, identify strengths, and uncover potential areas for further development/improvement identified in the SP;**
- **Make recommendations to the Superintendent, Division Leaders, and 25-30 member District Planning Team regarding 2021-24 Improvement Plans Progress, and participate in updates, as needed, for future plan iterations;**
- **Participate in Strategic Plan DPT sessions in whatever capacity deemed appropriate by CVES Superintendent, Division Leaders, and District Planning Team**

CONTRACTOR will not: N/A

CONTRACTOR shall be required to file the following documents or reports at the times set forth below:

- **Work with District Superintendent for Agenda and provide highlights or summary overview following each session.**

SCHEDULE B

Schedule of Fees and Charges

In consideration for these services, CVES agrees to pay CONTRACTOR by way of fee for service as agreed to by the CVES and as invoiced by the CONTRACTOR. The CONTRACTOR shall not collect any additional fees, payments or otherwise for supplies or materials in connection with the services performed in accordance with this agreement. Submissions for mileage reimbursement shall be included on the invoice to CVES and must adhere to all CVES policies and local, state and federal laws.

Item	Unit	Rate
Facilitator and Critical Friend	Daily	\$1,000/day
Mileage Reimbursement - Roundtrip travel between home and facilitation location(s). Invoice must include: 1) Home address and facilitation location 2) Mile's calculation by mapquest.com (proof must be attached) 3) Dates of travel 4) Total number of miles 5) Current IRS reimbursement rate 6) Total mileage reimbursement amount	Per Mile	IRS Rate
Meals and Overnight Stay Reimbursement		
<ul style="list-style-type: none"> Meals only at the rate of \$54/day if no meals provided by CVES or \$35/day if some meals provided by CVES. No receipts required. Overnight stay at Actual Cost in an amount not to exceed \$200/night 	Daily	\$54/day or \$35/day
	Daily	Up to \$200/night