

OCTOBER 12, 2022 ADDENDUM

(Enclosure Correction)

Correction Prior to Consent Agenda Personnel Vote

Please note the following correction to Consent Agenda Personnel item 12a Enc. 12:

Recommend that the Board amend the following Probationary Appointment(s) that was approved at the September 14, 2022 Board meeting:

1. 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~~ **September 16, 2022** and expected to end on ~~September 15, 2026~~ **September 16, 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~~ **\$61,750**)

(New Enclosure)

Add

Recommend that the Board approve the following resolution:

Recommend, based on Tetra Tech's analysis of the work scope, that the Board approve a resolution to allow Clinton-Essex-Warren-Washington Board of Cooperative Educational Services to enter into a service agreement or agreements with Atlantic Testing Laboratories, Limited for the purpose of obtaining Capital Project Phase 2 surveying, testing, and design services at the Plattsburgh Main Campus and Mineville Campus for the current estimated cost of \$31,600. Be it further recommended that the CVES District Superintendent be granted authority to enter into contracts contingent upon CVES' attorney approval.

(New Enclosure)

Add

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

Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Shannon Pitcher-Boyea for the purpose of obtaining "Diversity, Equity, Inclusion and Belonging for Teacher Leadership Team and District Leadership Team" and/or "Book Study" facilitations for BOCES and participating Districts during the dates of October 12, 2022 through June 30, 2023. The current estimated amount for services is \$75,000. (ISC) (attached)

(New Enclosure)

Add

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

1. Name: Matthew Palkovic
Position: Network and Systems Coordinator
Effective Date: October 13, 2022
Annual Base Salary: \$75,000
Pro-Rated Salary: \$63,756

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

OCTOBER 12, 2022 ADDENDUM CONTINUED

(New Enclosure)

Add

Upon the recommendation of the District Superintendent, BE IT RESOLVED that the Board approve the following resolution: Ratify the Employment Agreement by and between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Matthew Palkovic, Network and Systems Coordinator, effective October 13, 2022 through June 30, 2026.

(New Enclosure)

Add

Recommend that the Board approve the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Champlain Valley Educational Services Administrative Unit, in regards to removal of HRA, salary adjustments, and amendment to contributions in retirement. (attached)

(New Enclosure)

Add

Recommend that the Board approve the following request(s) for approval of attendance to conference/workshop for the following Board member(s):

1. Richard Harriman Sr.
Rural Schools Association (RSA) Winter Conference
December 1-2, 2022 Saratoga, NY (overnight accommodations needed)

**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 Shannon Pitcher-Boyea, with an office and place of business at 1192 County Route 25, Malone, NY, 12953, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: Diversity, Equity, Inclusion and Belonging for Teacher Leadership Team and District Leadership Team and/or Book Study Facilitation, hereinafter called SERVICES. The total cost for SERVICES and associated materials are detailed on Schedule A.

Shannon Pitcher-Boyea 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:** Shannon Pitcher-Boyea is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on October 12, 2022, continue through June 30, 2023
2. Shannon Pitcher-Boyea shall perform the SERVICES described above, all such SERVICES being the responsibility of Shannon Pitcher-Boyea, and those in Shannon Pitcher-Boyea's employ.
3. Shannon Pitcher-Boyea is free to devote her attention to the SERVICES as 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. Shannon Pitcher-Boyea represents and warrants that neither Shannon Pitcher-Boyea nor any of Shannon Pitcher-Boyea's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Shannon Pitcher-Boyea 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. Shannon Pitcher-Boyea 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:** Shannon Pitcher-Boyea agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of SERVICES. Shannon Pitcher-Boyea 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. Shannon Pitcher-Boyea's fee shall be all inclusive, and shall be limited to \$2,500 per day for Workshop facilitation and/or \$1,500 for Book Study facilitation and paid as follows: Shannon Pitcher-Boyea will present monthly invoices for SERVICES rendered during the previous month. BOCES will render payment within 30 days after receipt of Shannon Pitcher-Boyea'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 Shannon Pitcher-Boyea to the project.
9. **INDEPENDENT CONTRACTOR:** Shannon Pitcher-Boyea 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:** Shannon Pitcher-Boyea 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 Shannon Pitcher-Boyea with Internal Revenue Service Form 1099. Shannon Pitcher-Boyea 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 Shannon Pitcher-Boyea or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** This AGREEMENT will terminate upon submission by Shannon Pitcher-Boyea of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Shannon Pitcher-Boyea to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Shannon Pitcher-Boyea.

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**

**Breathing Room Mindful Personal and Professional
Wellness, LLC**

By: _____

By: _____

**Mark C. Davey
Superintendent**

Shannon Pitcher-Boyea

Date: _____

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

By: _____

**Michael St. Pierre
CVES Board President**

SCHEDULE A

Schedule of Fees and Charges

In consideration for these services, BOCES agrees to pay SHANNON PITCHER-BOYEA by way of fee for service as agreed to by the BOCES and as invoiced by the SHANNON PITCHER-BOYEA. SHANNON PITCHER-BOYEA shall not collect any additional fees, payments or otherwise for supplies or materials in connection with the services performed in accordance with this agreement.

Item	Unit	Rate
FULL DAY WORKSHOP FACILITATION	Daily	\$2,500/day
BOOK STUDY FACILITATION <ul style="list-style-type: none">• Book purchase is the responsibility of BOCES or the District utilizing the Service• Recommended books:<ul style="list-style-type: none">▪ <i>The Identity Conscious Educator: Building Habits and Skills for a More Inclusive School</i> by Liza Talusan▪ <i>Open Windows, Open Minds</i> by Afrika Afeni Mills▪ <i>Change the Narrative</i> by Henry Turner and Kathy Lopez▪ <i>Learning and Teaching While White</i> by Jenna Chandler-Ward and Elizabeth Denavi	Book Study	\$1,500/Book Study

CVES MISSION

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

INSURANCE AGREEMENT – PROFESSIONAL CONSULTANTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional safety consultant (Consultant) hereby agrees to effectuate the naming of Clinton-Essex-Warren-Washington BOCES (hereinafter CEWW BOCES) as an additional insured on the Consultant's insurance policies, with the exception of workers' compensation, NY State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
2. The policy naming CEWW BOCES as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secure" insurer, licensed in New York State. CEWW BOCES, at its sole discretion, may accept an insurer otherwise authorized to provide insurance in New York State.
 - b. State that the Consultant's coverage shall be primary and noncontributory coverage for CEWW BOCES, its Board, employees and volunteers.
3.
 - a. CEWW BOCES shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with CEWW BOCES. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance. The decision to accept an alternative endorsement rests solely with CEWW BOCES.
 - b. If so requested, the Consultant will provide copies of the required policies.
4. The Consultant agrees to indemnify CEWW BOCES for any applicable deductibles or self-insured retentions.
5. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - c. **Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the consulting services being performed, directly or through sub-consultants, by the Consultant performed under the contract for CEWW BOCES. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
6. Consultant acknowledges that failure to obtain such insurance on behalf of CEWW BOCES constitutes a material breach of contract. The Consultant is to provide CEWW BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of CEWW BOCES to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by CEWW BOCES.
7. CEWW BOCES is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only CEWW BOCES but also NYSIR, as CEWW BOCES's insurer.

MEMORANDUM OF AGREEMENT

BETWEEN

Board of Cooperative Educational Services

Sole Supervisory District of Clinton, Essex, Warren, and Washington Counties

And

Clinton, Essex, Warren, Washington BOCES Administrative Unit

AGREEMENT made this ____ day of October 2022 by and between Champlain Valley Educational Services, hereinafter referred to as the BOCES, and the Clinton, Essex, Warren, Washington BOCES Administrative Unit, hereinafter referred to as the Association, as follows:

WHEREAS The Association and BOCES are parties to a collective bargaining agreement that runs from July 1, 2021- June 30, 2025 and;

WHEREAS Article 10 Health Insurance provides for health insurance in retirement and;

WHEREAS Article 10 Health Insurance provides for a section 105 Health Reimbursement Account (HRA) for select members and;

THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING SALARIES AND HEALTH INSURANCE STIPULATIONS:

1. Increase 2022-2023 base salaries for association members.
 - a. Administrators in the unit as of June 1, 2022, will have their 2022-2023 base salary increased after the negotiated raise by \$1,000.
2. Remove all association members' access to the Section 105 plan HRA in the contract
 - a. As of July 1, 2022, all member access to an HRA is ended.
3. Amend contributions in retirement for any member retiring on or after July 1, 2022.
 - a. Bargaining Unit Members hired on or after November 14, 2013 and retiring after July 1, 2022, will be required to satisfy twenty (20) years of service in this BOCES in order to continue coverage fully paid by the BOCES in retirement. Employees with ten to nineteen (10-19) years of service in this BOCES but less than twenty (20) years of service in this BOCES at the time of retirement may continue coverage in retirement provided they reimburse the BOCES twenty percent (20%) of the yearly health insurance premium costs. Employees with less than

ten (10) years of service in this BOCES shall not be eligible for coverage in retirement. The percentage rate of reimbursement will remain fixed throughout the individual's retirement.

DATED: October ____, 2022

FOR THE BOCES:

FOR THE ASSOCIATION:

Dr. Mark C. Davey, District Superintendent

Adam Facteau, Principal