

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  
YANDON-DILLON CENTER IN MINEVILLE, NY ON JANUARY 11, 2023  
PROPOSED EXECUTIVE SESSION AT 6:00 P.M. – MONTHLY MEETING TO FOLLOW**

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|-----------|---|
| No Action | 1. CALL TO ORDER: BOARD PRESIDENT   |
|           | a. The Pledge of Allegiance   |
|           | b. Roll Call of Board Members   |
| No Action | 2. EXECUTIVE SESSION  |
| No Action | 3. INTRODUCTION OF ALL PRESENT  |
| No Action | 4. OPINIONS AND CONCERNS FROM THE AUDIENCE  |
| Action    | 5. 2022-23 STRATEGIC PLAN SPOTLIGHT – CV-TEC & SCHOOL SUPPORT SERVICES<br>--Mrs. Michele Friedman & Mrs. Amy Campbell |
| No Action | 6. DISTRICT SUPERINTENDENT’S UPDATE   |
| Action    | 7. MINUTES OF PREVIOUS MEETING  |
|           | a. December 14, 2023 Regular Board Minutes (Enc. 1)   |
|           | 8. CONSENT AGENDA FINANCIAL   |
| Action    | a. Certification of Warrant (Enc. 2)  |
| Action    | b. Treasurer’s Report (Enc. 3)  |
| Action    | c. Donations (Enc. 4)   |
| Action    | d. Special Aid Fund Project (Enc. 5)  |
| Action    | e. Cross-Contract Budgets (Enc. 6)  |
| Action    | f. Budget Increases (Enc. 7)  |
| Action    | g. Agreements (Enc. 8)  |
| Action    | h. Membership (Enc. 9)  |
| Action    | i. Change Funds (Enc. 10)   |
| Action    | j. Petty Cash Bursar (Enc. 11)  |
|           | 9. OLD BUSINESS - Committees  |
| No Action | a. Committees   |
|           | --Audit Committee Meeting Highlights – October 12, 2022 (Info. Only) (Enc. 12)  |
|           | 10. CONSENT AGENDA PERSONNEL  |
| Action    | a. Amendments (Enc. 13)   |
| Action    | b. Resignations for the Purpose of Retirement (Enc. 14)   |
| Action    | c. Resignations (Enc. 15)   |
| Action    | d. Leave(s) of Absence (Enc. 16)  |

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| Action | e. | Four-Year Probationary Appointments (Enc. 17)         |
| Action | f. | Civil Service Probationary Appointments (Enc. 18)     |
| Action | g. | Civil Service Provisional Appointment (Enc. 19)       |
| Action | h. | Permanent Appointments (Enc. 20)                      |
| Action | i. | Temporary Appointments (Enc. 21)                      |
| Action | j. | Part-Time Hourly Appointment (Enc. 22)                |
| Action | k. | Facilitators (Enc. 23)                                |
| Action | l. | Substitutes (Enc. 24)                                 |
| Action | m. | Pathways to Leadership Program Compensation (Enc. 25) |

11. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- |        |    |  |
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| Action | a. | Revised Policy – 2 <sup>nd</sup> Reading & Adopt (Enc. 26) |
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No Action      12. OTHER

No Action      13. NEXT BOARD MEETING

Wednesday, February 8, 2023, at the CVES Conference Center in Plattsburgh – Proposed Executive Session at 6:00 p.m. – monthly meeting to follow.

No Action      14. REPORTS FROM DIRECTORS (Enc. 27)

Action          15. ADJOURNMENT

## **CHAMPLAIN VALLEY EDUCATIONAL SERVICES**

### **VISION**

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

### **MISSION**

THE CHAMPLAIN VALLEY EDUCATIONAL SERVICES EMPOWERS STUDENTS, SCHOOLS AND COMMUNITIES BY PROVIDING EXEMPLARY EDUCATION, TRAINING, SUPPORT AND SHARED SERVICES

### **IMPORTANT DATES**

January 11, 2023	Board Meeting – Yandon-Dillon Center, Mineville – 6:00 p.m.
January 25, 2023	Board Budget Committee Meeting – Analyze/Discuss Preliminary 2023-24 Budgets – Finalize Draft Budgets – Conference Center, Plattsburgh - 6:00 p.m.
February 8, 2023	Audit Committee Meeting – Conference Center, Plattsburgh 5:00 p.m.
February 8, 2023	Board Meeting/Budget Presentations – Conference Center, Plattsburgh – 6:00 p.m.
March 8, 2023	Board Meeting – Yandon-Dillon Center, Mineville – 6:00 p.m.
March 13, 2023	Spelling Bee – Peru High School Auditorium 5:00 p.m. (Snow date: March 20, 2023)
March 22, 2023	CV-TEC Open House – Mineville – 6:00 p.m.
March 23, 2023	CV-TEC Open House – Plattsburgh – 6:00 p.m.
April 5, 2023	Annual Meeting – Yandon-Dillon, Mineville – 6:00 p.m.
April 20, 2023	Election of CVES Board Members and Vote on Administrative Budget
May 10, 2023	Audit Committee Meeting – Conference Center, Plattsburgh 5:00 p.m.
May 10, 2023	Board Meeting – Conference Center, Plattsburgh – 6:00 p.m.
May 24, 2023	NTHS Ceremony (Mineville Campus) Moriah CSD – 7:00 p.m.
May 25, 2023	NTHS Ceremony (Plattsburgh Campus) Conference Center – 7:00 p.m.
May 31, 2023	SkillsUSA Awards – CAL Plattsburgh Campus – 6:00 p.m.
June 7, 2023	HSED Graduation – TBD – 6:00 p.m.
June 8, 2023	No. Country Loggers Awards Banquet – TBD
June 9, 2023	WAF Graduation Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 14, 2023	Board Meeting – Conference Center, Plattsburgh – 6:00 p.m.
June 20, 2023	Yandon-Dillon Mineville Campus Graduation Ceremony – 11:00 a.m.
June 20, 2023	CV-TEC Plattsburgh Graduation Ceremony – SUNY Plattsburgh Field House – 7:00 p.m.
June 21, 2023	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 December 14, 2023 Regular Board meeting. (attached)

## **ENC. 2**

Recommend that the Board approve the Certification of Warrant for December 2, 2022 to December 28, 2022. (attached)

## **ENC. 3**

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

## **ENC. 4**

Recommend the Board approve the following Donations:

1. For the Student Stipend Fund:

Pepsi (Oct 2022)	61.48
United Way (Nov 2022)	138.04
United Way (Dec 2022)	138.04
Pepsi (Dec 2022)	69.92
TOTAL	\$407.48

## **ENC. 5**

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

1. Core Rehabilitation Services (CRS) Special Aid Fund Project, in the amount of \$327,438, for the period of January 1, 2023 through December 31, 2023. (RCS)

## **ENC. 6**

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

1. Asbestos Training – Capital Region BOCES budget in the amount of \$190 for the 2022-2023 school year, to accommodate for a cross contract with Capital Region BOCES (Northern Adirondack). (CoSer 628 – S3)
2. Instructional Materials – Franklin-Essex-Hamilton BOCES budget in the amount of \$2,550 for the 2022-2023 school year, to accommodate for a cross contract with FEH BOCES (Peru). (CoSer 561 – S3)

## **ENC. 7**

Recommend that the Board approve the following Budget Increases:

1. Distance Learning – Capital Region BOCES budget from \$142,985 to \$166,800, for the 2022-2023 school year, to accommodate for an additional cross contract with Capital Region BOCES (Willsboro). (CoSer 431 – CV-TEC)
2. General Staff Development – Capital Region BOCES budget from \$15,000 to \$44,140, for the 2022-2023 school year, to accommodate for an additional cross contract with Capital Region BOCES (AuSable Valley). (CoSer 516 – S3)

## **ENC. 7 CONTINUED**

3. Computer Services Admin – Capital Region BOCES budget from \$3,103,007 to \$4,000,000, for the 2022-2023 school year, to accommodate for additional/anticipated cross contracts with Capital Region BOCES (AuSable, Boquet, Chazy, Northern Adirondack, Peru, Ticonderoga). (CoSer 604 – S3)
4. Voice & Electronic Communications Service – Capital Region BOCES budget from \$186,990 to \$214,800, for the 2022-2023 school year, to accommodate for an additional cross contract with Capital Region BOCES (AuSable). (CoSer 623 – S3)
5. Staff Development – Delaware-Chenango-Madison-Otsego BOCES budget from \$5,000 to \$10,585, for the 2022-2023 school year, to accommodate for an additional cross contract with DCMO BOCES (Peru). (CoSer 514 – S3)
6. Workshops – Franklin-Essex-Hamilton BOCES budget from \$17,955 to \$30,000, for the 2022-2023 school year, to accommodate for increased participation with FEH BOCES (AuSable, Boquet, Keene, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Willsboro). (CoSer 517 – S3)
7. DEI/CRSE Resources – Franklin-Essex-Hamilton BOCES budget from \$7,350 to \$18,295, for the 2022-2023 school year, to accommodate for an additional cross contract with FEH BOCES (Peru). (CoSer 566 – S3)
8. Recruiting – Putnam-Northern Westchester BOCES budget from \$15,495 to \$19,414, for the 2022-2023 school year, to accommodate for an additional cross contract with PNW BOCES (Beekmantown). (CoSer 616 – Management Services)
9. Planning Services – Putnam-Northern Westchester BOCES budget from \$7,040 to \$9,108, for the 2022-2023 school year, to accommodate for an additional cross contract with PNW BOCES (Beekmantown). (CoSer 653 – S3)
10. Learning Technology – Washington-Saratoga-Warren-Hamilton-Essex BOCES budget from \$88,220 to \$151,270, for the 2022-2023 school year, to accommodate for additional cross contract with WSWHE BOCES (Plattsburgh). (CoSer 504 – S3)
11. School Library System Basic Operating Aid from \$98,052 to \$114,223, for the period of July 1, 2022 through June 30, 2023, due to rollover funds from 2021-2022. (CoSer 947 - S3)
12. School Library System Supplemental Operating Aid from \$47,809 to \$50,362, for the period of July 1, 2022 through June 30, 2023, due to rollover funds from 2021-2022. (CoSer 956 - S3)
13. School Library System Categorical Aid for Automation (F949) from \$9,805 to \$10,737, for the period of July 1, 2022 through June 30, 2023, due to rollover funds from 2021-2022. (CoSer - S3)
14. Central School Food Management budget from \$329,879 to \$344,879, for the 2022-2023 school year, to accommodate for additional service requests with Lake Placid CSD. (CoSer 642 – Management Services)
15. Yandon-Dillon Cafeteria Fund Regular School Year Budget from \$127,297 to \$136,419 for the 2022 - 2023 school year to accommodate the increase in meals being served. (CoSer 791 – School Lunch Fund)
16. William A. Fritz Cafeteria Fund Regular School Year Budget from \$170,130 to \$194,120 for the 2022 - 2023 school year to accommodate the increase in meals being served. (CoSer 791 – School Lunch Fund)

## **ENC. 7 CONTINUED**

17. 8:1:1 Life Skills budget from \$5,646,073 to \$5,783,772 for the 2022-2023 School Year to accommodate the increases in student enrollment from AuSable Valley, Crown Point, Northern Adirondack, Peru, Plattsburgh, Saranac, Willsboro, Franklin-Essex-Hamilton BOCES – Lake Placid Districts. (Co-Ser 210 – RCS)
18. 6:1:1 Intensive Therapeutic Support budget from \$783,659 to \$1,085,347 for the 2022-2023 School Year to accommodate the increases in student enrollment from AuSable Valley, Beekmantown, Northern Adirondack, Plattsburgh, Saranac, Willsboro, Washington-Saratoga-Warren-Hamilton-Essex BOCES – North Warren. (Co-Ser 220 – RCS)
19. Academic Programs Hospital Based from \$93,060 to \$151,635 for the 2022-2023 School Year to accommodate the potential of increase in services from various districts. (Co-Ser 441 – RCS)
20. Itinerant Teacher of the Deaf from \$214,137 to \$223,753 for the 2022-2023 School Year to accommodate the increases in services from AuSable, Peru, and Plattsburgh Districts. (Co-Ser 301 – RCS)
21. Itinerant School Psychologist from \$120,301 to \$143,540 for the 2022-2023 School Year to accommodate the increases in services from Boquet Valley District. (Co-Ser 308 – RCS)
22. Itinerant Physical Therapy from \$365,822 to \$377,461 for the 2022-2023 School Year to accommodate the increases in services from Boquet Valley District. (Co-Ser 321 – RCS)
23. Recruiting budget from \$32,140 to \$33,520 for the 2022-2023 school year, to accommodate for additional service requests with Schroon Lake CSD and Ticonderoga CSD. (Co-Ser 606 – Management Services)
24. GASB 75 budget from \$294,840 to \$295,860, for the 2022-2023 school year, to accommodate for additional service requests with New Hartford CSD. (Co-Ser 655 – Management Services)
25. Board of Education Professional Development budget from \$14,175 to \$14,850, for the 2022-2023 school year, to accommodate for additional service requests with Chazy CSD. (Co-Ser 650 – District Superintendent Office)

## **ENC. 8**

Recommend that the Board approve the following Agreements:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and the New England Center for Children for the purpose of obtaining a CALM Refresher Training Course and an Expanded CALM Trainer Initial Training Course to take place at the CVES Plattsburgh Campus/Special Education Division on January 30, 2023 and January 31, 2023. The total expenditure for the agreement is not anticipated to exceed \$5,175. (RCS) (attached)
2. Agreement between Clinton-Essex-Warren-Washington BOCES and Essex County (County) under which the County will provide the services of a School Resource Officer (SRO) at the BOCES Mineville Campus from July 1, 2022 through June 30, 2023 for the total amount of \$20,000. (Administration) (attached)

## **ENC. 9**

Recommend that the Board approve the following institutional membership for CVES for the 2022-2023 school year:

1. New York State Association of Women Administrators (NYSAWA), \$1500 for 15+ memberships

## ENC. 1

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

**DRAFT**

DATE: December 14, 2022  
KIND OF MEETING: Regular Board Meeting  
PLACE: CVES Conference Center – Plattsburgh, NY

Board Members Present:

Leisa Boise  
Kathy Comins-Hunter  
Patricia Gero  
Richard Harriman, Sr.  
Donna LaRocque  
Ed Marin  
Thomas McCabe  
Bruce Murdock  
Emily Phillips  
Lori Saunders  
Florence Sears  
Michael St. Pierre  
Donna Wotton

Board Members Absent:

William Malott

Executive Officer:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Others Present:

Amy Campbell  
Michele Friedman  
Matthew Slattery  
Adam Facticeau  
Brett French  
Meghan Zedick

MEETING  
TO ORDER

Board President St. Pierre called the meeting to order at 8:04 p.m.

EXECUTIVE  
SESSION

Mr. Murdock moved, seconded by Mrs. Boise, that the Board go into Executive Session at 8:05 p.m., for the following reasons: #4 - A matter of discussion regarding proposed, pending or current litigation; #5 - A matter of collective negotiations pursuant to article 14 of Civil Service Law (the Taylor Law); #6 - A matter of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation; #9 - A matter related to a specific student of the district. All Board Members present voted yes—motion carried.

In Executive Session, the Board began by holding a Stage III Grievance Hearing with the CVES Administrators' Unit. In attendance for CVES, including District Superintendent Dr. Mark Davey, was Ms. Meghan Zedick, Esq. from Stafford, Owens, Murnane, Kelleher, Meyer & Zedick, PLLC., and Mr. Eric Bell, and Mrs. Amy Campbell. In attendance for the Administrative Unit were Mr. Adam Facticeau, Association President, and SAANYS (School Administrators Association of NYS (New York State), legal representation Brett French. Second, a litigation update was shared regarding a recent lawsuit received regarding a student disciplinary incident from the 2021-22 school year. Third, several labor relations matters were reviewed, including a Memorandum of Agreement (MOA) with the 10-Month Support Unit (CSEA) recommended for action at the meeting and several other position proposals under consideration. Next, an update was provided on an investigation involving the HSE (High School Equivalency)/GED testing matter and misadministration, including confidential follow-up recommendations. Fifth, Dr. Davey provided an update on confidential staff matters, including hiring



recommendations, personnel matters, and anticipated retirements. Lastly, the Board was updated on several upcoming labor relations topics involving staff members.

Mr. Murdock moved, seconded by Mr. McCabe, that the Board come out of Executive Session at 9:06 p.m. All Board Members present voted yes—motion carried.

MOMENT OF  
SILENCE

The Board recognized the work and accomplishments of former CVES Board member, Arlene Penfield, who recently passed away. The Board and members of the audience then shared a moment of silence in her memory. Sentiments were expressed by the Board, along with examples of her many contributions to the community.

AUDIT  
COMMITTEE  
UPDATE

Dr. Davey thanked the Board's Audit Committee members for their attendance and participation in the earlier meeting this evening. Mr. Bell then reviewed the Corrective Action Plan from year end June 30, 2022, which the Committee recommended for approval. Next, the Internal Auditor recommendation of Management Advisory Group of N.Y., Inc. was shared. The Internal Auditor will provide all annual audit services of BOCES funds for the 2022-23, 2023-24, and 2024-25 school years (based on annual appointment by the CVES Board). The next Audit Committee meeting will be held on February 8, 2023.

BUDGET  
COMMITTEE  
UPDATE

Dr. Davey began the update by thanking the Budget Committee members for their time and service on the Committee. He acknowledged the work of our CVES Assistant Superintendents, Directors, CVES Treasurer, and accountants, who helped review and complete the comprehensive budget updates. Next, Mr. Bell presented a brief overview of the budget reconciliations of each division, growth across CVES with increased participation in CoSers, and he shared information on the planned full Foundation Aid of school districts by the Legislature. Board Members Leisa Boise, Lori Saunders, and Patricia Gero serve on the Committee and commended the entire team for the exceptional job. They also noted that it is apparent that the education of our CVES students is the number one priority, and they appreciate the continuing work to develop the best budgets possible. The next Budget Committee meeting will be held on January 25, 2023, at 6:00 p.m. at the CVES Conference Center.

DS UPDATE

Dr. Davey shared that several CVES holiday events have occurred including the CV-TEC participation in the Annual Plattsburgh City Holiday Parade and the St. Nicholas Fire Truck that visited the students of the Rise Center for Success. He thanked the team for their engagement in making this time of year special for our students. Dr. Davey next noted the press release for Mrs. Maria Huntington, CVES' new Supervisor of Adult Services & Programming at One Work Source. Third, Dr. Davey shared updates from the November 28-29<sup>th</sup> DS meetings he attended. There are two local districts that could be impacted by this memo. Specific references from the memo were reviewed with the Board, and discussion

then ensued. Additional items including DS DEI professional development planning for sustainable change, 2023-24 SED tentative exam dates, and the NYSED revised organization chart, were shared. Fourth, the recent Rural Schools Association (RSA) Winter Conference - The Gathering – held in Saratoga, NY, was attended by Dr. Davey and Board members Mr. Richard Harriman Sr., and Mrs. Leisa Boise. Mr. Harriman shared that he was able to talk with Commissioner Rosa about the topic of potential issues of electric busses in rural areas. Mrs. Boise shared highlights of conference presentations, including promoting education excellence and how to make things better for students with civil readiness and civil knowledge. Lastly, the upcoming Clinton & Essex County School Boards Meeting - *School Financial Education for School Boards* with Dr. Rick Timbs – will be held on February 2, 2023.

CORRECTIVE  
ACTION PLAN &  
AUDIT RESPONSE

Mrs. LaRocque moved, seconded by Mrs. Hunter that the Board approve the Corrective Action Plan for the 2021-22 Annual Independent Audit Management Letter Comments. All Board Members present voted yes—motion carried.

PREVIOUS  
MINUTES

Mr. Murdock moved, seconded by Mrs. Boise, to approve the minutes of the November 9, 2022 Board Meeting as presented. All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
FINANCIAL

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

CERTIFICATION  
OF WARRANT

Approve the Certification of Warrant for November 1, 2022 to December 1, 2022, as presented.

TREASURER'S  
REPORTS

Approve the Treasurer's Report from October 31, 2022 as presented.

DONATIONS

Approve the following Donations:

1. Donation of a Walmart gift card from Meaghan McKenna, valued at \$50. This donation will be used to purchase snow sleds for students at the Rise Center for Success.

2. Donation of a stove and washing machine from Frank Mercier, with an estimated value of \$1,000. This donation will benefit the Pre-CTE Food Service Program.

BUDGET  
INCREASES

Approve the following Budget Increases:

1. School Curriculum Improvement Service budget from \$819,697 to \$956,560, for the 2022-2023 school year, to accommodate for additional district requests. (Co-Ser 506 - S3)

2. Inter-Scholastic Sports Coordination budget from \$425,673 to \$877,400, for the 2022-2023 school year, to accommodate for the costs of payments to officials. (Co-Ser 554 - S3)
3. Instructional Technology Service budget from \$1,090,152 to \$1,424,620, for the 2022-2023 school year, to accommodate for additional district participation. (AuSable, Moriah, Northern Adirondack) (Co-Ser 564 – S3)
4. School Public Relations budget from \$162,766 to \$185,090, for the 2022-2023 school year, to accommodate for the cost restructuring of the service. (Co-Ser 610 – S3)
5. Emergency Communications System budget from \$74,698 to \$77,915, for the 2022-2023 school year to accommodate for additional district participation. (Brushton-Moira) (Co-Ser 640 – S3)
6. Substitute Coordination budget from \$17,849 to \$32,622, for the 2022-2023 school year to accommodate for additional district participation. (AuSable) (Co-Ser 654 – S3)
7. Career and Technical Education – Job Target/Pre-CTE Program budget from \$731,209 to \$835,941 due to increased participation in Job Target/Pre-CTE classes for the 2022-2023 school year. (CoSer 115/116 – CV-TEC)

CONTRACTOR/  
CONSULTANT  
AGREEMENT

Approve the following Contractor/Consultant Agreement:

1. Clinton-Essex-Warren-Washington BOCES and Jen Hesseltine Education Consulting for the purpose of obtaining a “New Teacher Workshop Series” for BOCES and participating Districts. The workshops will take place at the CVES Conference Center in Plattsburgh on the dates of February 8, 2023 and March 14, 2023. The total amount for services is \$5,000. (S3)

PREVENTATIVE  
MAINTENANCE  
CONTRACT

Approve the following Preventative Maintenance Contract:

1. Contract between Clinton-Essex-Warren-Washington BOCES and Otis Elevator Company for the purpose of obtaining a preventive maintenance service plan for the Otis Elevator located at the Plattsburgh Satellite Campus. The contract duration shall be for a period of five years beginning January 3, 2023 and ending January 2, 2028 and may renew for successive five-year terms upon notice to Otis Elevator of BOCES intent to proceed. Commencing with the initial contract term of January 3, 2023 through January 2, 2024 the annual maintenance fee shall be \$2,712, with fees adjusting annually or in response to labor rate increases and/or substantial changes in service-related expenses. (Management Services)

AGREEMENTS  
FOR SERVICE

Approve the following Agreements for Service:

1. Clinton-Essex-Warren-Washington BOCES and Leadership for Educational Achievement Foundation, Inc. (LEAF) under which LEAF will provide leadership coaching services for specified district positions at Peru Central School District during the 2022-23 school year. The total amount for all services will be \$5,500. (S3)
2. Clinton-Essex-Warren-Washington BOCES and Leadership for Educational Achievement Foundation, Inc. (LEAF) under which LEAF will provide leadership coaching services for specified district positions at Boquet Valley Central School District during the 2022-23 school year. The total amount for all services will be \$6,600. (S3)
3. Clinton-Essex-Warren-Washington BOCES and Leadership for Educational Achievement Foundation, Inc. (LEAF) under which LEAF will provide leadership coaching services for specified district positions at Chazy Central School District during the 2022-23 school year. The total amount for all services will be \$6,600. (S3)

MEMORANDUM  
OF AGREEMENT

Approve the following Memorandum of Agreement:

1. Agreement between Clinton-Essex-Warren-Washington (CEWW) BOCES and Franklin-Essex-Hamilton (FEH) BOCES under which CEWW BOCES will reimburse FEH BOCES for professional services rendered in connection with the Supplemental Nutrition Assistance Program Employment & Training Venture V Program (SNAP ET Venture V) in an amount not to exceed \$80,000 annually. The period of the agreement is December 1, 2021 through November 30, 2026. (CV-TEC)

INTERNAL  
AUDITOR  
APPOINTMENT/  
ENGAGEMENT  
LETTER

Appoint Management Advisory Group of N.Y., Inc. of Catskill, NY as the Clinton-Essex-Warren-Washington BOCES Internal Auditor for the 2022-2023 internal audits and approve the engagement letter. The fee for the 2022-2023 audit is not to exceed \$8,000.

INTERNAL AUDIT  
SERVICES

Approve Management Advisory Group of N.Y., Inc. of Catskill, NY for Internal Audit Services for the annual audit of all funds of the BOCES, for the 2022-23, 2023-24, and 2024-25 school years. The fees are contingent upon the Board's annual appointment of Management Advisory Group of N.Y., Inc. as internal auditor and are not to exceed the following:

2022-2023	\$8,000
2023-2024	\$8,500
2024-2025	\$9,000

CONSENT  
AGENDA  
PERSONNEL

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

AMEND

1. Amend the following Four-Year Probationary Appointment(s) that was approved at the July 13, 2023 Board: Susan Tourville, Teaching Assistant, Tenure Area: Teaching Assistant, Effective Date: August 31, 2022, Annual Base Salary: ~~\$26,314~~ **\$33,000**

2. Amend the following Four-Year Probationary Appointment(s) that was approved at the October 12, 2023 Board meeting: Helen Jessey, Allied Health Teacher, Tenure Area: ~~School Nurse Teacher~~ **Practical Nurse Instructor**

RESIGNATIONS  
FOR THE PURPOSE  
OF RETIREMENT  
RYAN, DAYTON,  
LADUE,  
THWAITTS,  
TEDFORD

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

1. Sandra Ryan, Physical Therapist, effective June 24, 2023
2. Faye Dayton, Special Education Teacher, effective June 30, 2023
3. Amy LaDue, Teaching Assistant, effective June 30, 2023
4. Beverly Thwaitts, Cosmetology Teacher, effective June 30, 2023
5. Dena Tedford, Health Careers Program Coordinator, effective June 30, 2023

RESIGNATIONS  
SNIDE, CUTTING,  
BOLLING,  
WANMER,  
LEFEVRE,  
DOUGLASS, RYAN

Accept the following letter(s) of Resignation:

1. Brandy Snide, Teacher Aide/Student Aide, effective November 23, 2022
2. Jamie Cutting, Teacher Aide/Student Aide, effective December 2, 2022
3. Destiny Bolling, Teacher Aide Student Aide, effective December 10, 2022
4. Leslie Wanmer, Teacher Aide/Student Aide, effective December 15, 2022
5. Christina LeFevre, Account Clerk/Typist, effective December 17, 2022
6. Robin Douglass, Special Education Teacher, effective December 22, 2022
7. Shawn Ryan, Security and Law Enforcement Teacher, effective June 30, 2023

LEAVE OF  
ABSENCE PATEL

Approve the following leave(s) of absence:

1. Chirag Patel, Account Clerk/Typist, unpaid leave of absence, effective March 1, 2023 - March 31, 2023

FOUR-YEAR  
PROBATIONARY  
APPOINTMENTS  
KOTSOGIANNIS,  
ROMEO, MISIK,  
GARRISON

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

1. Kathleen Kotsogiannis, Teaching Assistant, Effective October 6, 2021
2. Maryssa Romeo, Teaching Assistant (was temporary), Effective October 20, 2022
3. Deborah Misik, Food Service Teacher (was temporary), Effective October 21, 2022

4. Erin Lee Garrison, Teaching Assistant, Effective January 3, 2023, Annualized Salary of \$33,000, Prorated Salary of \$19,800

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

CIVIL SERVICE  
PROBATIONARY  
APPOINTMENTS  
PEETS, ARTHUR,  
BRAWN,  
NORWOOD

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

1. Kurt L. Peets, Custodial Worker, Effective November 21, 2022, Annualized Salary of \$32,876, Prorated Salary of \$20,231.38

2. Joshua Arthur, Custodial Worker, Effective November 28, 2022, Annualized Salary of \$32,876, Pro-rated Salary of \$19,599.15

3. Heather Brawn, Account Clerk/Typist, Effective November 28, 2022, Annualized Salary of \$28,291, Prorated Salary of \$16,865.79

4. Emily Norwood, Teacher Aide/Student Aide, Effective November 29, 2022, Annualized Salary of \$19,226, Prorated Salary of \$13,525.83

CIVIL SERVICE  
PROVISIONAL  
APPOINTMENT  
SANTANIELLO

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

1. Theodore Santaniello, Network and Systems Technician, Effective December 15, 2023, Annualized Salary of \$60,894, Prorated Salary of \$ 33,023.28  
(EFFECTIVE PERMANENT DATE TO BE DETERMINED UPON SUCCESSFUL COMPLETION OF CIVIL SERVICE

PERMANENT  
APPOINTMENTS  
LOTTIE, GORDON,  
TAYLOR

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

1. Shelbie Lottie, Lifeguard, Effective October 1, 2022
2. Margaret Gordon, Teacher Aide/Student Aide, Effective December 21, 2022
3. Haley Taylor, Network and Systems Technician, Effective January 11, 2023

PART-TIME  
APPOINTMENT  
LOZIER

Approve the following Part-time position from November 29, 2022 - June 30, 2023:

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

TEMPORARY  
APPOINTMENTS  
NORTON

Appoint the following person(s) to a Temporary Appointment for the 2022-23 school year:

1. Staci Norton, Teaching Assistant (uncertified), Effective August 31, 2022 - June 30, 2023, Annualized Salary of \$28,314

TEMPORARY  
GRANT  
APPOINTMENT

Appoint the following person(s) to a Temporary Grant Appointment from January 1, 2023 - June 30, 2023:

1. Andrew Mitchell, Work Study Student, not to exceed 160 hours, at \$14.20/hour

ADDITIONAL  
WORK

Approve the following Additional Work for the 2022-23 School Year:

Stipend Positions. Compensation per collective bargaining agreement

Brandy Rosselli	Yearbook Advisor, Mineville Campus
Joan Hubbard	New Employee Mentor

Shared Decision Making. Hourly rate of pay per contract

Lisa Briscoe	not to exceed 20 hours
Dawn Abar	not to exceed 20 hours

FACILITATOR(S)

Approve the following Facilitator(s) for the 2022-23 School Year:

Facilitators. \$30.00/hour

Rebecca Banker

SUBSTITUTES

Approve the following list of Substitute and Temporary-On-Call appointments for the 2022-23 school year:

<u>Name</u>	<u>Title</u>
Stephanie Lumb	Bus Driver
Destiny Bolling	Teacher Aide/Student Aide

MEMORANDUM  
OF AGREEMENT  
WITH CEWW  
BOCES CSEA UNIT

Mr. Murdock moved, seconded by Mr. Harriman, Sr., that the Board approve the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the CVES CSEA Unit that provides pay increases for current staff and amends the starting salaries chart due to minimum wage increase effective December 31, 2022. All Board Members present voted yes—motion carried.

REVISED  
POLICIES  
1<sup>ST</sup> READING

The following revised policies were presented for a first reading:

#3230 Organizational Chart

- ADMINISTRATIVE LEAVE Mr. Murdock moved, seconded by Mrs. Boise, that upon the recommendation of the District Superintendent, the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services hereby continues the administrative leave of a temporary employee through January 11, 2023. All Board Members present voted yes—motion carried.
- RESIGNATION(S) MANNING Mr. Murdock moved, seconded by Mrs. Boise, that the Board accept the following letter(s) of Resignation:
1. Karen Manning, Adult Literacy Teacher, effective January 12, 2023  
All Board Members present voted yes—motion carried.
- STRATEGIC PLAN UPDATE Dr. Davey noted the District Planning Team meeting held on December 13<sup>th</sup> where the team reviewed divisional progress to date and began planning for upcoming Board presentations. Strategic Planning 2023-24 school year meeting dates were shared with the Board for their consideration, as well as dates for a Board Retreat for further work with Dr. Stephen Danna. The Board was in favor of all dates, and decided on Monday, October 23, 2023 for next year's Board Retreat.
- OTHER The Board and Dr. Davey recognized all retirees on the Board agenda this evening. They were acknowledged for their dedication and many years of service to CVES, the students, and the community. Division Directors also shared sentiments and well wishes.
- NEXT BOARD MEETING The next Board meeting will be held on Wednesday, January 11, 2023, at the Yandon-Dillon Center in Mineville. An anticipated Executive Session will begin at 6:00 p.m., with the monthly meeting to follow.
- ADJOURNMENT Mr. Murdock moved, seconded by Mr. Harriman Sr. to adjourn the meeting at 9:47 p.m. All Board Members present voted yes—motion carried.

Meaghan R. [Signature], Board Clerk

**DRAFT**



## ENC. 2

### MEMO

To: Meaghan Rabideau, BOCES Board Clerk  
Clinton-Essex-Warren-Washington BOCES  
From: Angela Jennette, Claims Auditor  
Date: December 28, 2022  
Re: Report for Board Agenda for January 11, 2023, Meeting

The following warrant claims were reviewed from December 2, 2022, to , December 28, 2022:

<b>Warrant No. &amp; Date</b>	<b>Check Information</b>	<b>Gross Total Amount</b>
W #24 - 12/08/2022	*Check Nos: 240346-240485** *Check Nos: 003044-003048 ACH Payments: ACH005886-ACH006364 WEX-ACH Payments: ACH000066-ACH000073 ACH Payments: ACH000046-ACH000047(Not WEX)	\$ 1,817,328.88
W #25 - 12/15/2022	*Check Nos: 240514-240524** 240527-240588** *Check Nos: 003049-003057 ACH Payments: ACH006365-ACH006431 WEX-ACH Payments: ACH000074-ACH000092	\$ 165,425.84
W #26 - 12/22/2022	*Check Nos: 240613-240673 *Check Nos: 003058-003061 ACH Payments: ACH006432-ACH006490 WEX-ACH Payments: ACH000093-ACH000107	\$ 405,329.32
W #27- 12/31/2022	*Check Nos: 240674-240685	\$ 244,150.75

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

**IRS-EFTPS:**

PR #12- Wire #941-121522- Warrant #26;  
PR #13- Wire #941-122922- Warrant #27;

**NYS Promptax:**

PR #11- Wire #NYS-113022- Warrant #24;  
PR #12- Wire #NYS-121522- Warrant #26;

**Omni Financial Group:**

PR #12- Wire #OMN-121522- Warrant #25;  
PR #13- Wire #OMN-122922- Warrant #27;

**NYS Office of Comptroller ERS Retirement & Loans:** PR #&-Wire #ERS--Warrant #;

**NYS Quarterly Sales Tax :** Wire #ST100-1222- Warrant #25

**Health Ins. Monthly:**

Wire #HINS122022- Warrant #24;

**FSA/HRA :**

Wire #BEN-113022- Warrant #24	Wire #BEN120622A- Warrant #24
Wire #BEN-120122- Warrant #24	Wire #BEN120622B- Warrant #24
Wire #BEN-120222- Warrant #24	Wire #BEN120622C- Warrant #24
Wire #BEN-120322- Warrant #24	

CC: Eric Bell  
Christine Myers

Wire #BEN-120722- Warrant #25  
Wire #BEN-120822- Warrant #25  
Wire #BEN-120922- Warrant #25  
Wire #BEN-121222- Warrant #25  
Wire #BEN-121422- Warrant #26  
Wire #BEN-121522- Warrant #26  
Wire #BEN-121622- Warrant #26  
Wire #BEN-121922- Warrant #26

Wire #BEN-121222A- Warrant #26  
Wire #BEN-121232B- Warrant #26  
Wire #BEN-121322C- Warrant #26

**Benefit Claims Acc. :** Wire #WEX-120522- Warrant #24;  
Ck & ACH's Listed Above Wire #WEX-121222- Warrant #25  
Wire #WEX-122222- Warrant #26

**Health Insurance Consortium Payments:**

12/5/22	\$ 2,085,531.42
12/12/22	\$ 1,400,550.79
12/19/22	\$ 2,176,879.34
12/27/22	\$ 1,813,076.17

**Benetech Workers Compensation Payments:**

12/12/22	\$ 152,150.52
12/27/22	\$ 18,371.06

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

Internal Claims Auditor  
(Signature) \_\_\_\_\_

*Angela J. Smith*

CC: Eric Bell  
Christine Myers

Date		Warrant	Vendor #	Claim Audit Finding:	Summary Business Office Response:	Resolution/Options:
12/07/22		Pending W#24	13721	Invoices are not all one division, also why are we paying a late fee?	Will notify employee not to sign for other division invoices. Will have A/P provide note on what Late Special Fee means.	Approved for final warrant.
12/07/22		Pending W#24	3146	Event before Purchase Order issued.	Late notice by agency offering local required training, conference approval paperwork was approved before event, however, not time to issue Purchase Order prior to event.	Approved for final warrant.
12/08/22		Final W#24				\$1,817,328.88
12/14/22		Pending W#25	16683	Purchase Order issued after service.	Purchase Order not entered timely for issuance before event. Conference approval in place for authorization. Rush processing not requested.	Approved for final warrant.
12/14/22		Pending W#25	16118	Purchase Order issued after service.	Purchase Order not entered timely for issuance before event. Conference approval in place for authorization. Rush processing not requested.	Approved for final warrant.
12/15/22		Final W#25				\$165,425.84
12/21/22		Pending W#26	16519	Address needs to be updated on claim form.	Notified Coordinator to verify and update address.	Approved for final warrant.
12/21/22		Pending W#26	16527	Wrong budget code.	Corrected coding.	Approved for final warrant.
12/21/22		Pending W#26	13460	No prior approval above amount on Purchase Order limit.	Accountant will follow-up with the division as a whole on appropriate process for best cost-efficiency.	Approved for final warrant.
12/22/22		Final W#26				\$405,329.32
12/22/22		Pending W#27		No findings.		Approved for final warrant.
12/31/22		Final W#27				244,150.75

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

**I. SUMMARY OF ACCOUNT ACTIVITY  
CHECKING ACCOUNTS**

	Account Balances October 31, 2022	Receipts November	Disbursements November	Account Balances November 30, 2022	Receipts Year To Date	Disbursements Year To Date	Account Balances November 30, 2022
<b>TD Bank - Depository General Fund</b>	\$ 6,015,174.60	\$ 2,601,439.17	\$ 5,883,451.12	\$ 2,733,162.65	\$ 22,568,214.72	\$ 24,684,444.78	\$ 2,733,162.65
Special Aid Fund	\$ (1,006,595.86)	\$ 399,915.34	\$ 128,244.19	\$ (734,924.71)	\$ 1,222,260.11	\$ 1,418,794.69	\$ (734,924.71)
School Lunch Fund	\$ 47,349.71	\$ 55,134.35	\$ 23,358.77	\$ 79,125.29	\$ 130,531.97	\$ 122,962.80	\$ 79,125.29
Capital Fund	\$ 8,821,559.92	\$ 8,225.11	\$ 6,000,000.00	\$ 2,829,785.03	\$ 26,929.17	\$ 6,587,580.46	\$ 2,829,785.03
Special Revenue Fund (Excluding ExtraClassroom)	\$ 14,333.92	\$ 138.04	\$ -	\$ 14,471.96	\$ 988.56	\$ 675.00	\$ 14,471.96
Custodial Fund	\$ 7,030.50	\$ 67,990.14	\$ 62,252.70	\$ 12,767.94	\$ 208,056.78	\$ 195,288.84	\$ 12,767.94
<b>TD Bank - Operating General Fund</b>	\$ 396,224.99	\$ 4,046,454.29	\$ 4,100,721.53	\$ 341,957.75	\$ 24,328,163.29	\$ 24,476,291.67	\$ 341,957.75
<b>SAVINGS ACCOUNTS</b>							
NYCLASS Capital Fund	\$ -	\$ 6,001,176.85	\$ -	\$ 6,001,176.85	\$ 6,001,176.85	\$ -	\$ 6,001,176.85
NYCLASS General Fund	\$ -	\$ 2,000,589.10	\$ -	\$ 2,000,589.10	\$ 2,000,589.10	\$ -	\$ 2,000,589.10
Special Revenue Fund	\$ 21,068.99	\$ 60.54	\$ -	\$ 21,129.53	\$ 880.89	\$ -	\$ 21,129.53
<b>TOTAL FUNDS ON ACCOUNT</b>	<b>\$ 14,316,146.77</b>			<b>\$ 13,299,241.39</b>	<b>\$ 56,488,771.44</b>	<b>\$ 57,486,038.24</b>	<b>\$ 13,299,241.39</b>

**II. RECONCILIATION TO BANK STATEMENTS**

	November 30, 2022 Bank Balance	Add: Deposits in Transit	Less: Outstanding Checks	November 30, 2022 Account Balances
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 407,194.81	\$ 10.00	\$ (65,247.06)	\$ 341,957.75
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 3,888,127.37	\$ -	\$ -	\$ 3,888,127.37
TD BANK - MUNICIPAL CHECKING - CAPITAL PROJECT DEPOSITORY	\$ 987,694.58	\$ -	\$ -	\$ 987,694.58
TD BANK - MUNICIPAL CHECKING - BENEFIT PLAN CLAIMS	\$ 60,175.79	\$ -	\$ (1,609.58)	\$ 58,566.21
NYCLASS - SAVINGS, GENERAL FUND	\$ 2,000,589.10	\$ -	\$ -	\$ 2,000,589.10
NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT	\$ 6,001,176.85	\$ -	\$ -	\$ 6,001,176.85
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 910.18	\$ -	\$ -	\$ 910.18
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 708.62	\$ -	\$ -	\$ 708.62
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,713.80	\$ -	\$ -	\$ 11,713.80
NYCLASS - SAVINGS, DONALD W. COGSWELL SCHOLARSHIP	\$ 1,712.73	\$ -	\$ -	\$ 1,712.73
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 2.10	\$ -	\$ -	\$ 2.10
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 6,082.10	\$ -	\$ -	\$ 6,082.10
<b>TOTAL FUNDS ON ACCOUNT</b>	<b>\$ 13,299,241.39</b>			<b>\$ 13,299,241.39</b>

GENERAL FUND INTEREST RECEIVED 7/01/22 - 11/30/22 \$ 29,099.43  
CAPITAL FUND INTEREST RECEIVED 7/01/22 - 11/30/22 \$ 25,693.02

PREPARED BY:

  
Christine Myers, District Treasurer

DATED:

1/5/23

CLINTON-ESSEX-WARREN-WASHINGTON BOCES  
EXTRAClassroom Activity Fund  
TREASURER'S REPORT

FOR THE PERIOD 11/01/2022 TO 11/30/2022

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	4,467.00	5,451.95	0.00	5,451.95	166.28	5,285.67
SKILLS USA - MINEVILLE	569.55	855.29	257.45	1,112.74	392.47	720.27
NO. COUNTRY LOGGERS	342.97	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	1,189.55	596.68	0.00	596.68	0.00	596.68
RAZOR'S EDGE	1,179.97	1,179.97	0.00	1,179.97	0.00	1,179.97
FUTURE FARMERS OF AMERICA	0.00	0.00	0.00	0.00	0.00	0.00
SALES TAX	13.36	22.86	20.60	43.46	0.00	43.46
TOTAL	8,265.54	8,952.86	278.05	9,230.91	558.75	8,672.16

  
COLBY SISKAVICH, EXTRAClassroom TREASURER

12/6/22  
/DATE

11/30/2022 Bank Balance  
Add: Deposits in Transit  
Less: Outstanding Checks  
11/30/2022 Balance on Hand

\$ 8,672.16  
\$ -  
\$ -  
\$ 8,672.16

## ENC. 8



The New England Center  
for Children®  
*Autism Education and Research*

December 8, 2022

Matthew Slattery  
Director of Special Education  
Champlain Valley Educational Services  
P.O. Box 455  
Plattsburgh NY, 12901

Letter of Agreement between CHAMPLAIN VALLEY EDUCATIONAL SERVICES and the New England Center for Children

The New England Center for Children will provide the following training programs:

- CALM Refresher training course for up to 3 staff members of CHAMPLAIN VALLEY EDUCATIONAL SERVICES currently certified as CALM trainers (2 currently certified Expanded CALM trainers and 1 currently certified Basic CALM trainer)
- Expanded CALM Trainer Initial training course (TOT) for 1 staff members of CHAMPLAIN VALLEY EDUCATIONAL SERVICES currently certified as a Basic CALM trainer\*

\*Champlain Valley Education Services will assign a second staff member to attend this training session to allow for practice of all Expanded CALM skills, this attendee will NOT receive trainer certification in CALM procedures

The course will be held at a CHAMPLAIN VALLEY EDUCATIONAL SERVICES location on the following dates/times:

**Trainer Refresher Training**

**Monday January 30, 2023 from 8:00a-4:00p**

**Expanded Trainer Training**

**Tuesday January 31, 2023 from 8:00a-12:00p**

The New England Center for Children (NECC®) will provide a CALM Instructor on the above dates to refresh/train employees of CHAMPLAIN VALLEY EDUCATIONAL SERVICES.

NECC has embedded strategies to increase social distancing recommendations during COVID-19 across the CALM training content, but there are some instances where staff will need to be closer than 6 feet and will need to contact each other while practicing the procedures. For this reason, the NECC trainer is vaccinated for COVID-19 and NECC will ensure the NECC trainer has a negative COVID-19 test result prior to the training session.

The CALM training program was developed specifically for school employees working with children with autism. The protective movements and holds taught in the Expanded CALM program are designed for use with individuals who are 5 years old or older.

Upon successful completion of this training, the trainer training participants will be certified to train Expanded CALM procedures to other employees of CHAMPLAIN VALLEY EDUCATIONAL SERVICES during employment at the CHAMPLAIN VALLEY EDUCATIONAL SERVICES. To successfully complete the course, participants must: meet all competencies and the Instructor agrees that participation in the class has been satisfactory.



The New England Center  
for Children®  
*Autism Education and Research*

CHAMPLAIN VALLEY EDUCATIONAL SERVICES will provide the space for this training. CHAMPLAIN VALLEY EDUCATIONAL SERVICES will provide a room with open space for participants to practice deflection and evasion skills, physical holding skills and physical movements.

**The cost of this training session is: \$4,250.00**

**CHAMPLAIN VALLEY EDUCATIONAL SERVICES also agrees to pay \$925 in associated travel costs for the NECC trainer (including mileage or rental car, lodging, and daily incidental expenses according to FTR §301-11.100).**

CHAMPLAIN VALLEY EDUCATIONAL SERVICES will provide the space for this training. The Instructor will need a room with open space for participants to practice deflection and evasion skills, physical holding skills and physical movements as well as floor mats for participants to practice floor restraints.

- Space identified for training should be large enough to effectively practice course skills and allow all participants and trainer to adequately social distance when not actively practicing physical skills.
- Preferred locations (if meeting all other criteria) include:
  - Gymnasium
  - Cafeteria
  - Library
- Training space should allow for adequate airflow (i.e. opening windows or doors)
- Training space should be a maximum of 75 degrees

I am in agreement with these terms.

\_\_\_\_\_ Authorized Representative of CHAMPLAIN VALLEY EDUCATIONAL SERVICES

**Please see the pages below for the Health and Safety considerations and CALM Memorandum of Understanding (MOU) which need to be initialed and signed.**



The New England Center  
for Children®  
*Autism Education and Research*

### **Health and Safety Considerations for CALM Trainings During COVID-19**

CALM Training includes physical contact and participants will not be able to maintain social distance when practicing physical skills.

NECC CALM Trainers are tested weekly to ensure they test negative prior to completing training with staff in your district. To limit contacts and ensure proper contact tracing the NECC CALM trainer will do the following:

#### **Physical Distancing**

- If CALM-Verbal is in-person, maintain 6 feet of social distance (both participant: participant and participants: trainer)
- When not actively practicing/demonstrating physical skills maintain 6 feet of social distance
- Groups of participants practicing physical skills together ("practice group") maintain at least 6 feet of distance from other practice groups

#### **Hygiene/Sanitation Practices**

- Scheduled hand washing breaks throughout training after blocks of physical skills (particularly skills where participants make contact close to head/face), a minimum of once per hour
- Participants and trainer sanitize hands any time they return to the group (e.g. after leaving to use the restroom)
- Training space should be thoroughly cleaned/disinfected by the district before and after each training day

#### **Training Environment / Space**

- Space identified for training should be large enough to allow all participants and trainer to adequately social distance when not actively practicing physical skills.
- Preferred locations (if meeting all other criteria) include the gymnasium, cafeteria, or library.
- Training space should be air conditioned OR allow for adequate airflow (i.e. opening windows or doors)
- Training space should be a maximum of 75 degrees
- Training can be conducted outside IF:
  - Outdoor temperature is 75 degrees or below
  - Outdoor location is safe and suitable for training (dry and even terrain)
  - Participants are reminded frequently to check the terrain in their area for safety and exercise caution for slips/trips/falls/etc.





The New England Center  
for Children\*  
Autism Education and Research

### CALM Memorandum of Understanding

I understand that for staff to be certified in the New England Center for Children's CALM curriculum that each attendee must meet the following expectations:

\_\_\_\_ Demonstrate a full range of physical skills to the criteria established by the CALM trainer. Attendees must demonstrate ALL skills taught in the CALM program as demonstrated by the CALM trainer without modification or alteration, including, *but not limited to*:

- Pivots
- Knee squats
- Shuffling backwards and forwards
- Supporting weight
- Standing from a kneeling position while supporting student weight (without pushing off the ground/stabilizing hands on the ground)
- Remaining in a kneeling position for an extended period of time
- Completing a descending lunge while carrying weight

**It is recommended that participants selected for the CALM training be in good physical health and free of injuries/conditions that may impact their ability to demonstrate a full range of physical skills including (but not limited to) the skills described above.**

**Participants who have any questions or concerns about their ability to safely/capably demonstrate a full range of physical skills including (but not limited to) the skills described above are strongly encouraged to seek the counsel of their physician prior to attending the CALM training.**

\_\_\_\_ Attend the full duration of the CALM training and be present for all components of the training.

- **Trainees who miss any portion of the training will not be eligible for CALM certification.**

\_\_\_\_ Arrive at the training in appropriate footwear to practice a full range of physical skills including (but not limited to), the physical skills described above.

- Sneakers are highly recommended. To safely demonstrate the full range of skill taught in CALM participants' footwear must be supportive, closed-toed, and rubber-soled.
- Participants arriving to training wearing flip-flops, sandals, high-heels, boots, or loose/slippy-soled footwear are unlikely to safely demonstrate all of the physical skills in the CALM training and are **unlikely to meet the CALM certification requirements.**
- Attendees wearing footwear judged to present a safety risk for themselves or other participants may be asked not to participate in the CALM training at the discretion of the CALM trainer.

\_\_\_\_ Arrive at the training in appropriate clothing to practice a full range of physical skills including (but not limited to), the physical skills described above.

- Well-fitting athletic clothing that allows the participant to comfortably get into a variety of physical positions while sitting, standing, and on the ground is recommended.
- Participants are strongly discouraged from wearing clothing that will limit their freedom of movement and/or prevent them from getting into a variety of physical positions while standing, sitting, or on the ground.
- Participants arriving to training wearing clothing that limits their ability to demonstrate the full range of physical skills taught in the CALM program **will be unlikely to meet the CALM certification requirements.**

I understand and agree with the above:

\_\_\_\_ Authorized District Representative

## **STANDARD AGREEMENT**

This Agreement (the "Agreement") is entered into this 8<sup>th</sup> day of December, 2022 between The New England Center for Children®, Inc. ("NECC®"), a Massachusetts not for profit corporation with administrative offices at 33 Turnpike Road, Southborough, Massachusetts 01772, and CHAMPLAIN VALLEY EDUCATIONAL SERVICES ("Purchaser") a NY not for profit corporation with administrative offices at 1585 Military Turnpike, Plattsburgh, NY 12901.

WHEREAS NECC has developed, owns and has trademarked a specialized and unique training program of safe and effective strategies to prevent and manage challenging client behavior, CALM®; and

WHEREAS Purchaser maintains a facility providing services to challenging clients and wishes to utilize CALM in its program(s) and train its staff in CALM techniques; and

WHEREAS Purchaser wishes to contract with NECC to utilize CALM with its staff, including having certain of its staff certified to utilize CALM techniques and skills;

NOW THEREFORE, in consideration of the mutual covenants, agreements and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. DEFINITIONS**

CALM - NECC's proprietary program of safe, effective strategies for preventing and managing challenging behavior. See Exhibit A for details of various options for training employees.

Certification – status reflecting the successful completion of the CALM curriculum requirements which enable the Purchaser staff to utilize the CALM program and techniques properly in the Purchaser's agency. This certification does not survive the certified employee's termination of employment from the Purchaser.

Misuse of CALM - includes, but is not limited to, the utilization of or training in CALM® techniques or program by a certified employee who no longer is employed by the Purchaser, or the modification of CALM techniques.

### **2. TERM AND TERMINATION**

Initial Term and Renewals. The initial term of this Agreement shall begin LAST TRAINING DATE and will remain in effect so long as there are employees of CHAMPLAIN VALLEY EDUCATIONAL SERVICES certified in CALM. CALM certification is required to be renewed yearly in order to maintain certification. A year begins from the last day of the original training. Purchaser understands that if the refresher requirements are not met the Purchaser's staff are no longer certified to implement CALM procedures.

### **3. DUTIES AND RESPONSIBILITIES**

#### **3.1 NECC®**

- a) Provide appropriate training programs to purchaser's participating staff;
- b) Provide appropriate certification to staff who are successful in NECC's sole determination, of completing the training program as trained staff.
- c) Provide appropriate materials to Purchaser's staff.

#### **3.2 Purchaser**

- a) Insure that employee's usage of CALM® by trained staff is consistent with this agreement.
- b) Obtain signed Agreements in the form of Exhibit C (Staff Agreement) from all by staff regarding CALM prior to training by NECC.
- c) Implement CALM procedures as taught, without modification.
- d) Abide by all license agency, state and federal regulations including but not limited to:
  - 1. Regulations regarding the use of restraints.
  - 2. Regulations regarding documentation of restraints.
  - 3. Regulations regarding the reporting of restraints.

#### **4. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by the parties that, in all matters concerning this Agreement, NECC shall at all times act as an independent contractor and not as an employee or agent of Purchaser. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation.

#### **5. COMPENSATION**

5.1 Fee Schedule. Purchaser shall compensate NECC for services rendered by NECC to Purchaser and its employees, in accordance with the Fee Schedule set forth in Exhibit B attached hereto. The Fee Schedule shall be in amended in writing as mutually agreed upon by the parties in good faith.

5.2 Billing and Payment. NECC agrees that it shall submit a statement to Purchaser for all services rendered to Purchaser. Purchaser agrees that it shall pay such stated amount to NECC following receipt of such statement.

#### **6. INSURANCE.**

Purchaser shall maintain and provide evidence of professional liability. Insurance coverage at a level of \$2 million per incident, and name NECC as an additional insured on such policy. Purchaser shall deliver to NECC evidence of such policy and of NECC's addition as an additional insured within seven days of the Execution of the Agreement. Purchaser agrees to notify NECC within thirty (30) days with notice of cancellation of such cancellation.

#### **7. INDEMNIFICATION**

To the fullest extent permitted by law, Purchaser agrees to defend, indemnify and hold harmless NECC and its agents, officers, directors, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from NECC's provision of CALM training services to, or from the proper use or the misuse, misapplication or incorrect implementation of CALM® techniques by Purchaser's employees, including but not limited to any claim, damage, loss or expense attributable to bodily injury, sickness, disease, death, injury or to destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part of by the act(s) or omission(s) of Purchaser's employees utilizing the CALM program or techniques in the Purchaser's program with the Purchase clients or other use, or anyone for whose acts Purchaser is responsible.

#### **8. LIMITED USE OF CALM**

NECC® is providing CALM training to employees of Purchaser solely for their use as employees of Purchaser, and for only as long as they remain employees of Purchaser. Employees are certified for CALM techniques as trained employees only for so long as they remain employees of Purchaser. Certification does not survive the termination of employment of the CALM certified employees of Purchaser.

#### **9. GENERAL PROVISIONS**

**9.1 Headings.** The headings, which appear in this Agreement, have been inserted for the purpose of convenience and reference. They are not intended to and shall not be deemed to, define, limit or extend the scope or intent of any provision hereof.

**9.2 Non-Waiver.** The failure on the part of any party to act upon a breach of any of the covenants or Agreements in this Agreement shall in no way constitute a waiver of the rights of such party to act upon such breach at any time in the future or to act upon any other or future breach of the other party. Any and all rights and remedies created for a party herein shall be cumulative and the use of one remedy shall not be taken to exclude the right to use any other.

**9.3 Severability.** If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in effect, and if any provision shall be deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

**9.4 Integration.** This Agreement contains a complete statement of all representations, warranties, covenants and agreements by and between the parties with respect to the subject matter hereof and cannot be changed or amended orally.

**9.5 Amendments.** Any amendment or modification of this Agreement must be made in writing and signed by the parties, and notwithstanding the actions of the parties to the contrary, no oral modification shall be effective and legally binding unless such modification has been reduced to writing and has been signed by the parties.

**9.6 Cooperation.** Each party agrees to perform all acts and deliver all records, documents and things which are reasonably necessary for a party to carry out its responsibilities under this Agreement or to allow the other party to perform its responsibilities.

**9.7 Assignments.** This agreement is not assignable by either party without the prior written consent of the other party.

**9.8 Force Majeure.** In the event that performance by NECC® under this Agreement is delayed or prevented by any circumstance beyond NECC's control, including without limitation fires, floods, accidents, labor shortages, failure of supplies of equipment and materials from usual sources, strikes, riots, and national emergencies, the time for performance shall be extended by the period of delay, or either party may elect to terminate the Agreement.

**9.9 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be a separate document but all of which shall constitute one and the same agreement.

**9.10 Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns but shall not be assignable by a party.

**9.11 Governing Law: Effect: Jurisdiction.** This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts and shall have the effect of a sealed instrument. The parties agree to submit to the jurisdiction of the Courts of the Commonwealth of Massachusetts.

**9.12 Notice.**

i) Any notice, approval, consent or other communication under this Agreement shall be in writing and shall be considered given when delivered personally or mailed by registered or certified mail, return receipt requested, to the parties at the addresses indicated below (or at such other addresses as the parties may specify by notice to the others pursuant hereto);

The New England Center for Children  
33 Turnpike Rd.  
Southborough, MA 01772

9.13

This standard indemnification agreement is part of the CALM contract package which includes:

1. CALM contract (which includes the Health and Safety considerations and Memorandum of Understanding (MOU))
2. Attachment # 1 – Participant Statement on Health for Training
3. Standard Agency Indemnity Agreement
4. Staff Indemnity Agreement

Amy Geckeler

New England Center for Children, Inc. by its Executive Director or designee

\_\_\_\_\_ by:

\_\_\_\_\_  
(Insert Name & Title)

\_\_\_\_\_  
CHAMPLAIN VALLEY EDUCATIONAL SERVICES by its Superintendent or designee

\_\_\_\_\_ by:

Dr. Mark C. Davey, District Superintendent  
(Insert Name & Title)

## SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer ("SRO") Agreement ("Agreement") is made by and between **Essex County**, hereinafter referred to as "the County," with offices located at 7551 Court Street, Elizabethtown, New York 12932 and **Champlain Valley Educational Services**, CV-TEC Mineville Campus hereinafter referred to as the "School District" with offices located at 3092 Plank Road, Mineville, New York 12956.

**WHEREAS**, Article 5-G of the New York State General Municipal Law provides authority for municipal corporations to enter into agreements with each other for the performance between themselves of their respective functions, powers and duties on a contract basis; and

**WHEREAS**, the School District and the County are both municipal corporations as that term is defined by the General Municipal Law § 119-n(a); and

**WHEREAS**, the School District and the County have determined that it is in their mutual best interest to enter into this agreement and to provide for the assignment of an employee of the County to perform the duties of an SRO at the School District pursuant to General Municipal Law §209-v.

**NOW, THEREFORE**, the parties agree as follows:

### 1. General Terms and Conditions

- a. The County and the School District enter into this agreement for the purpose of placing an officer on site at the School District to serve as SRO. The County will assign such SRO based on a mutually agreeable schedule as set forth in this agreement. The School District will compensate the County for such services as set forth in this agreement.
- b. The County agrees that services rendered under this Agreement will be in compliance with applicable Federal and State Constitutional requirements, local laws, rules, regulations, including but not limited to, New York State Workers Compensation Law, New York State Civil Service Law, New York State General Municipal Law, and applicable regulations of the Commissioner of Education.
- c. The SRO shall be subject to all personnel policies and practices of the County, including any relevant collective bargaining agreement, and will perform duties under the supervision of the Essex County Sheriff and in compliance with such policies, procedures, practices, and the collective bargaining agreement.

- d. The School District agrees to secure the services of the County, and the County agrees to provide the services of an officer to serve in the SRO position designated by mutual agreement of the County and the School District from the first day of the academic year of the School District, until the last day of the academic year of the School District, excepting days when school is not in session.
- e. The County agrees to have one (1) SRO on site at the designated School District building(s) for four (4) hours each day that school is in session during the regular school year. The SRO shall be granted all legally required breaks (e.g. lunch when legally required).

## 2. Purpose and Objectives.

- a. Provide a police presence at the School District in order to promote and provide an atmosphere of enhanced safety for faculty, staff, students and school visitors.
- b. Provide a law enforcement resource to students, teachers, administrators and parents so as to:
  - i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, and other related topics through formal and informal instructional strategies.
  - ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
- c. Facilitate crime prevention, law enforcement, and security consultation.
- d. Build lines of communication and promote positive attitudes between students and the Essex County Sheriff's Office.
- e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol and drugs, tobacco, and prohibited substances. They may also involve peer pressure and sexual activity.
- f. Provide a positive role model to the students.
- g. Provide education in law enforcement, as requested and appropriate.

## 3. Term

- a. The term of this agreement is one (1) school year commencing on the first day of the School District's academic year and ending on the last day of the School District's academic year, excepting provisions related to billing

and payment, which shall remain in full force and effect until all invoices have been paid in full or otherwise resolved by the parties.

- b. This agreement may be terminated by either party on 30 days written notice at the address listed in this agreement. Any extension or renewal of this agreement must be authorized by both the School District and the County.

#### 4. Payment

- a. **SRO Compensation.** The County will compensate the SRO in accordance with all applicable laws, regulations, applicable salary schedules, policies, and employment practices of the County, including any collective bargaining agreement pertaining to the SRO.

- b. **County Compensation.**

- i. The School District shall pay the County a total annual amount of \$20,000.00 for SRO services provided during the 2022-2023 school year in the following four installments:

- 1. September 1, 2022: \$5,000.00
    - 2. December 1, 2022: \$5,000.00
    - 3. March 1, 2023: \$5,000.00
    - 4. June 1, 2023: \$5,000.00

- ii. All payments owed to the County by the School District under any term of this agreement shall be made within 30 calendar days following receipt of an invoice from the County.

- c. **Absences.** In the event that the County is unable to provide SRO coverage for all or part of a regularly scheduled school day, the School District shall not be billed for hours in which service was not provided. Both parties shall maintain records of SRO absences relative to this provision. However, it is expressly understood that the SRO may need to be absent for all or part of scheduled workdays in order to fulfill obligations directly related to his or her performance of SRO and law enforcement duties. This is not intended to be a routine occurrence.

- 5. **School District Duties.** In addition to any other requirement of the School District set forth in this agreement, the School District will:

- a. Train staff annually on the appropriate role of the SRO in schools, and the appropriate conditions under which the SRO may be requested.



- b. Review data collected by the County at least once each year pertaining to all school based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status, and use such data to evaluate and revise policies to ensure the agreement is carried out in a manner consistent with civil rights and anti-discrimination laws.
- c. Provide designated SRO with an office which includes access to a location for files and records that can be properly locked and secured.
- d. Provide SRO with access to general office equipment as necessary to completion of duties, such as copier, fax machine, etc.
- e. Acknowledge that the SRO may be required to attend, at the direction of the County, emergencies, special needs and training functions, or other events as deemed necessary by the County, and that such attendance may result in temporary absences of SRO from the School District during regularly scheduled hours.

**6. County Duties.**

- a. General Duties of the County. The County will:
  - i. Train the SRO regarding his/her role. Such training will encourage SRO to use discretion to minimize arrests for minor misbehaviors and use all available diversion programs prior to arrest. Such training may also include topical areas such as child and adolescent development and psychology, age appropriate responses, cultural competence, restorative justice techniques, special accommodations for students with disabilities, practices proven to improve school climate, and challenges relative to lesbian, gay, bisexual, transgender, and questioning students.
  - ii. Collect data reflecting all school based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status. The County will provide such data to the school at least once per year during the term of this agreement.

- iii. Cooperate with the School District to implement the SRO program with the least possible disruption to the educational process.

b. Duties of the SRO.

Report directly to the Essex County Sheriff or his designee.

- i. Serve at the direction of the School District, except to the extent that such directions conflict with Essex County Sheriff's Office policies and procedures.
- ii. Provide for the security and safety of all students, staff and visitors, protect school property and maintain order in and around the school site.
- iii. Attend Superintendent's hearings with students as requested by the School District.
- iv. Provide intervention between students and/or staff by employing appropriate techniques to calm and control situations.
- v. Under supervision of the Sheriff and in coordination with the School District's administration, investigate all crimes and incidents occurring on or in the vicinity of school grounds.
- vi. Report all violations of law, school rules, regulations, or policies to School District's administration. The SRO shall not enforce school rules or policies. All matters of school discipline shall be referred to the Principal.
- vii. Enforce all governing laws, rules, and regulations to assist the School District in complying with such laws, rules, and regulations.
- viii. Act as liaison with police and other emergency personnel.
- ix. Act as liaison between the School District and the Essex County Sheriff's Office.
- x. Advise School District of any circumstances or situation that may create a risk of harm to persons or property.
- xi. When feasible and when requested by the School District's officials, and in a manner that does not infringe upon an individual's Constitutional rights, screen persons entering school grounds or any building as requested.
- xii. Become familiar with all hidden recesses in the building and check them periodically.
- xiii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
- xiv. Question any person not having appropriate identification to determine his/her status.

- xv. Develop and maintain a positive relationship with students, faculty, staff, and administrators.
  - xvi. When requested, participate in meetings with school officials, parents, or the School Board to assist in dispute resolution and/or in developing policies regarding school safety.
  - xvii. Provide information to students and staff regarding DWI's, weapons, sale of drugs, etc.
  - xviii. Seize and store/dispose of any illegal substance or contraband seized by school officials as required for evidence in prosecution.
  - xix. Educate students and staff on crime prevention and safety.
  - xx. Develop or expand crime prevention efforts for students.
  - xxi. The SRO shall abide by School District policies except to the extent that such policies conflict with the SRO's obligations as a law enforcement officer.
  - xxii. All obligations of the SRO shall be met without discriminating on the basis of race, color, sex, gender, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.
- c. Event Duties. Upon request of the School District, the County will provide a SRO for events occurring outside normal school hours, such as athletic events, in order to provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required.
7. Qualifications of SRO. All persons performing SRO duties under this agreement shall be and remain at all times properly licensed and credentialed to perform such duties under all applicable laws, rules, and regulations. It shall be the responsibility of the County to ensure that any person performing SRO duties has such credentials and qualifications. The selection and assignment of the SRO shall be at the sole discretion of the Essex County Sheriff.
8. Independent Contractor. It is expressly agreed that the County will provide SRO services to the School District as an independent contractor. Any and all duties performed by the SRO under this agreement shall be performed in such capacity. The SRO shall not hold him or herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold him or herself out as having any authority or power to bind or create liability for the School

District of any kind. As the SRO's employer, the County shall comply with all laws and regulations governing the payment of wages, benefits, insurance of any kind, retirement contributions, or any other payment that may be required by any lawful authority. The County further agrees to indemnify and hold the School District harmless against any claim related to either parties' failure to make such payments or comply with such regulations as they relate to the SRO. This provision shall survive any expiration, termination, or renewal of this agreement.

9. SRO Supervision. To the extent the School District wishes to direct the means and methods of the SRO in the performance of his or her duties, such requests shall be made to the SRO and the parties shall attempt to reach a mutual agreement as to the specifics of SRO duties at the School District. In the event of a disagreement that cannot be resolved between the School District and the SRO, the School District shall discuss the issue with the Essex County Sheriff and seek a resolution. An SRO assigned to the School District is under the direct supervision of the Essex County Sheriff or his designee at all times, and to the extent that the wishes of the School District conflict with the applicable policies, procedures, and judgement of the Essex County Sheriff, such policies, procedures, and judgment will control. The School District shall have no power under this agreement to direct the manner, means, details, or methods by which the SRO, Essex County Sheriff's Office, or its agents perform services under this agreement except as provided herein.

10. Staffing Contingencies.

- a. Absences. In the event an assigned SRO is to be absent from work, the SRO shall notify his supervisor. The County shall immediately notify the Superintendent that the assigned SRO will be absent. The School District expressly understands that replacements will not be available for short term sickness, training days, or other authorized short term absences necessitated by other required duties, or the SRO's entitlements to take personal and/or vacation time. Although not intended to be a frequent or regular occurrence, the School District expressly understands that due to the varying staffing demands and contingencies on any particular day, occasional absences may occur, whether for an entire day, or a portion of the regularly scheduled hours.
- b. Emergencies. The School District expressly understands that due to the varied and unpredictable nature of law enforcement work, there may be circumstances which require the SRO to depart school grounds immediately in order to assist other law enforcement officers or the general public. Such actions will be at the sole discretion of the Essex County Sheriff and/or his designees or agents. It is expressly understood

that absences due to emergency response requirements will not invalidate this agreement in whole or in part.

- c. **Replacements and Removals.** In the event that the Superintendent and/or the County determine that the work of an SRO is unsatisfactory, or upon determination that SRO is not a good fit, the Superintendent and the County shall meet to seek mutual agreement and corrective action. If unable to agree, then either party, on written notice to the other, may terminate the SRO's assignment at the School District. The parties shall then determine if a replacement SRO can be assigned, and what changes can be made to remedy the situation.

- i. Regardless of the above provision, the parties shall comply with the New York State Civil Service Law prior to any termination or reassignment of the SRO.

- ii. In the event of resignation, dismissal, reassignment, or long term absence by the assigned SRO, the County shall provide a temporary replacement SRO for the School District as soon as practicable, but in no event later than 30 calendar days from commencement of such absence. The County shall then identify a permanent replacement as soon as practicable.

11. **Confidentiality.** The parties agree that all information exchanged pursuant to this agreement is considered confidential under Federal and New York State Law and will be used only for the purpose outlined in this agreement.

12. **Indemnification.**

- a. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the negligence or willful misconduct of the County, its officers, employees or agents, the School District shall indemnify and hold harmless the County, its officers, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder or breach of this agreement by the School District; and the School District shall provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto, up to and including any appeals.
- b. Except for any liability, damages, claims, demands, costs, judgments, fees, and attorneys' fees contributed to, caused by or resulting from the

negligence or willful misconduct of the School District, its officers, employees or agents, the County shall indemnify and hold harmless the School District, its officers, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder or breach of this agreement by the County; and the County shall provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of such acts or omissions and shall bear all other reasonable costs and expenses related thereto, up to and including any appeals.

13. Insurance.

- a. The School District shall maintain insurance coverages in the types and amount that satisfy the requirements outlined in Appendix A. The County and its officers, employees, and agents shall be named as Additional Insureds on a direct primary basis under the policy issued for these coverages. The School District shall provide proof of statutory coverage in compliance with New York State Worker's Compensation Law and a copy of the applicable Additional Insured endorsement for evidencing the coverage outlined herein.
- b. The County shall maintain insurance coverages in the types and amounts that satisfy the requirements outlined in Appendix B. The School District and its officers, employees and agents shall be named as additional insureds on a direct primary basis under the policy issued for these coverages. The County shall provide proof of statutory coverage in compliance with New York State Worker's Compensation Law, and a copy of the applicable additional insured endorsement for evidencing the coverage outlined herein.

14. Search and Seizure Procedures

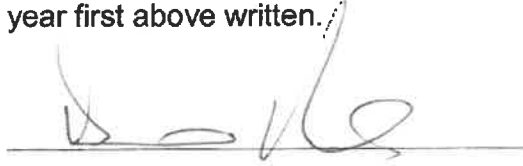
- a. The SRO will follow the rules of probable cause in conducting searches on school grounds, and a search warrant may be obtained if necessary. The SRO reserves the right to search in cases where the SRO has probable cause to believe that a student or staff member is armed. When executing a search as outlined in this provision, and as otherwise stated in this agreement, the SRO will not be considered an agent of the School District when conducting lawful searches in which evidence for prosecution may be obtained.

- b. The procedural safeguards set forth above shall not be applicable to administrative searches or seizures. Where reasonable suspicion exists that a student is in possession of an article that violates school rules, the Superintendent or building administrator may conduct an administrative search and the SRO may observe on the School District's behalf.
15. Records Retention. The parties agree that the County will maintain all records in connection with this agreement for a period of four (4) years, and make such records available for audit by the New York State Department of Education and New York State Audit and Control upon request. Upon the School District's request for any such records, the County shall provide copies of such records within a reasonable period of time, to the extent that such disclosure is not in violation of any federal or New York State law, rule, or regulation.
16. Non- Appropriation. In the event that funds become unavailable or unapproved in sufficient quantity to fund the services outlined in this agreement, the School District shall have the option to immediately terminate this agreement on written notice to the County. In such event, the School District's only remaining obligation to the County shall be for costs actually incurred up to the time of termination of the agreement.
17. Possession of Firearm on School Grounds. The parties agree that the SRO may maintain possession of a firearm on school grounds and in the performance of his/her duties as an SRO, as permitted by applicable provisions of New York State Law and his/her status as a law enforcement officer. In the event any changes to such laws prohibit an SRO from carrying a firearm on school grounds, this provision will become null and void, and such law will govern.
18. Governing Law. This agreement shall be construed and interpreted in accordance with the laws of New York State.
19. Assignment. This agreement may not be assigned by either party.
20. Interpretation. The language of all parts of this agreement in all cases shall be construed as a whole, according to its fair and common meaning, unless otherwise specified herein, and not strictly for or against either part, regardless of which party drafted this agreement.
21. Waiver. The failure of any party to insist on the strict performance of any provision of this agreement or to exercise any right under this agreement shall not constitute a waiver of such provision or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

22. **Applicability.** It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein. Any alterations, amendments, deletions, or waivers of the provisions on this agreement shall be valid only when expressed in writing and duly signed by both parties.



**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.




David Reynolds, Essex County Sheriff

Date: 12/13/22



Daniel Palmer, Essex County Manager

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



Matthew Slattery, Director

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

**APPENDIX A**  
**INSURANCE REQUIREMENTS - SERVICE PROVIDERS**

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

- ***Commercial General Liability Insurance***  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
- ***Excess/Umbrella Liability Insurance***  
\$1,000,000 per occurrence / \$2,000,000 aggregate.
- ***Workers' Compensation***  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees, *except that in the event the Contractor has no employees and is exempt by law from having such insurance coverage the Contractor may provide an exemption statement.*

II. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Contractor hereby agrees (except as to workers' compensation insurance coverage) to either effectuate:

- (a) the naming of the County as an "additional insured as funding source for contract services" on the contractor's insurance policies, or
- (b) the inclusion of a contractual liability endorsement covering the Contractor's contract with the County.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days' notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VIII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

X. All Contractors Subcontractors shall comply with these provisions and shall list the County as additional insured on a primary and non-contributory basis.

**APPENDIX B**  
**INSURANCE REQUIREMENTS – SCHOOL RESOURCE OFFICER**

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the County hereby agrees to effectuate the naming of the District/BOCES as an additional insured on the County's insurance policies, with the exception of workers' compensation, NY State disability and law enforcement liability. If the policy is written on a claims-made basis, the effective date must precede the date of the contract.
2. The policy naming the District/BOCES as an additional Insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
  - b. State that the County's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES.
  - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. If another endorsement is used, a copy shall be included with the certificate of insurance. The decision to accept an endorsement rests solely with the District/BOCES.
3. The County agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
4. Minimum Required Insurance:
  - a. **Commercial General Liability Insurance**  
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate  
\$2,000,000 Products and Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$100,000 Fire Damage  
\$10,000 Medical Expense  
  
The policy shall include coverage for assault and battery, including coverage for defamation, false arrest, detention and imprisonment. The policy shall include coverage for all law enforcement related services rendered to the District/BOCES by the County.
  - b. **Law Enforcement Liability Insurance**  
If coverage for law enforcement services as detailed in "5.a." above is not provided in the Commercial General Liability policy, it must be included un a separate Law Enforcement Liability policy. Limits for this coverage are: \$2,000,000 per occurrence/\$2,000,000 aggregate for the acts of the law enforcement officer performed under contract for the District/BOCES or for the agency using the District/BOCES facility for training. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or

agreement. Coverage shall remain in effect for three years following the completion of work or training.

c. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

d. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board.

e. **Excess Insurance**

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability, General Liability and Security Professional Liability coverages.

5. The County acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract/agreement. The County is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the use of facilities. The failure of the District/BOCES to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any and all rights held by the District/BOCES.

## **APPENDIX C - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS**

### **1. Independent Contractor Status**

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

### **2. Contractor To Comply With Laws/Regulations**

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

### **3. Licenses, Permits, Etc.**

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

### **4. Termination**

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

### **5. Defense & Indemnification**

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the County for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement. This language shall be inserted by Contractor in all agreements between Contractor and its subcontractors and subcontractors will indemnify and hold harmless the County pursuant to its terms.

### **6. Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin,

handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
  - (1) an invoice detailing the claim,

- (2) copies of all documentation supporting the claim,
- (3) a properly completed County standard voucher, which includes
  - (i) the County contract number under which payment is being claimed, **AND**
  - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof. (Please disregard if these forms do not pertain).

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

12. **Executory Clause**

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in the Essex County Supreme Court or any other court of competent jurisdiction within Essex County, New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an

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International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **County's Rights of Set-Off**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the County with regard to this contract, any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the County Board of Supervisors or its designated representative.

20. **Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

(a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.

(1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.

- (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
- (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
- (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
- (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(b) Obligations and Activities of Contractor.

Contractor agrees to:

- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
- (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
- (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
- (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;
- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

- (1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or
- (2) provided that such use or disclosures are required by law; or
- (3) Contractor
  - (A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,
  - (B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and
  - (C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or
- (4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or
- (5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

- (1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;
- (2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or
- (3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

(1) either:

(A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or

(B) immediately terminate this Agreement if cure is not possible; and

(2) report the violation to the Secretary.

(i) Miscellaneous.

(1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.

(4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. Severability

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. For Medicaid/Federal Health Care Related Work

**Excluded/Debarred Party Clause**

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

The General Services Administration's Federal Excluded Party List System (or any successor system,

The United States Department of Health and Human Services' Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,

The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify Essex County in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

**28. Cooperative Purchasing (Piggybacking)**

Pursuant to General Municipal Law §103 and County Law §408-a, any political sub-division or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggyback) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and conditions under this contract are extended to other political sub-divisions and governmental entities.

Purchases under this contract by any other political sub-division other than Essex County shall be pursuant to the terms and conditions of Resolution No. 207 of 2013 dated July 1, 2013.

**29. New York State Sexual Harassment Laws**

Contractor certifies as to its self or its own organization, under penalty of perjury, that Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

## **ENC. 10**

Recommend that the Board approve the following Change Fund Custodian(s) of the funds for the 2022-23 school year:

### **CV-TEC:**

Chirag Patel as custodian of the \$100 change fund at the CV-TEC (Plattsburgh) *(replace Janet Miller)*

## **ENC. 11**

Recommend that the Board approve the following petty cash fund and bursar(s) for the 2022-23 school year (each fund will maintain an amount of \$100/each):

CV-TEC Plattsburgh Main Campus – Janet Miller *(replace Christina LeFevre)*

## **ENC. 12**

### **Committees**

October 12, 2022 Audit Committee Meeting Highlights (informational) (attached)

## **ENC. 13**

1. Recommend that the Board amend the following appointment that was approved at the September 14, 2022 Board meeting: Maria Huntington, Supervisor of Adult Services and Programming, Pro-Rated Salary: ~~\$67,477.89~~ **\$67,447.89**

2. Recommend that the Board amend the following resignation that was approved at the December 14, 2022 Board meeting: Jamie Cutting, Teacher Aide/Student Aide, effective ~~December 2, 2022~~ **December 3, 2022**

## **ENC. 14**

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

1. Susan L. Richards, Speech & Hearing Teacher, effective June 24, 2023
2. MaryLou Deyo, Cleaner/Messenger, effective June 24, 2023
3. Paula Cormier, School Psychologist, effective June 30, 2023
4. Melinda Conroy, Occupational Therapist, effective June 30, 2023
5. Lucy Marbut, Career Counselor, effective June 30, 2023
6. Laura Denton-Lawrence, Special Education Teacher, June 30, 2023

## **ENC. 15**

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

1. Theodore Santaniello, Computer Specialist, effective December 15, 2022, for the purpose of accepting a Network and Systems Technician position.
2. Dale Bracy, Food Service Helper, effective December 19, 2022, for the purpose of accepting a Cook position.

**Champlain Valley Educational Services  
Audit Committee - Meeting Minutes  
October 12, 2022 - 5:00 p.m., CVES Conference Center**

**Present:**

Richard Harriman, Sr., Audit Committee Member  
Donna LaRocque, Audit Committee Member  
Thomas McCabe, Audit Committee Member  
Eric Bell, Assistant Superintendent for Management Services  
Angela Jennette, CVES Claims Auditor (out 5:15)  
Janet Miller, CVES Deputy Claims Auditor (out 5:15)  
Jessie Moulton, Payroll Auditor (out 5:15)  
Amy Pedrick, West & Company Auditor  
Mike Rossi, West & Company Auditor

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

**1. Approved the minutes from May 11, 2022 Audit Committee Meeting**

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

**2. State Audit Update and Corrective Action Plan**

The Corrective Action Plan is the next step in the State Audit. This is part of the response to the audit and needs to be approved by the Board. A copy of the response sent by Dr. Davey to the Comptroller was included in the meeting handouts. Assistant Superintendent Bell reviewed the Corrective Action Plan and explained that in response, CVES has created a new Co-Ser to run HRA and FSA for component districts and CVES staff. To date, nine districts are participating with Peru CSD being added soon. This Co-Ser became active on July 1.

*Motion to approve (Mr. McCabe 1<sup>st</sup>, Mrs. LaRocque 2<sup>nd</sup>). Motion carried.*

**3. Claims Auditor & Payroll Auditor Annual Report**

Assistant Superintendent Bell introduced Angela Jennette, CVES Claims Auditor, Janet Miller, CVES Deputy Claims Auditor and Jessie Moulton, Payroll Auditor.

Jessie Moulton, the CVES Deputy Claims Auditor/Payroll Auditor, reviewed the process used to audit a selected sample of payroll transactions for each payroll and the associated responsibilities of her position. Handout provided. No items of concern were noted to the committee.

Angela Jennette, the CVES Claims Auditor, reviewed the process used and the types of things she reviews during the audit of all claims payments for the organization. Handout provided.

New this year, CVES is processing HRA and FSA claims and has taken over paying all sports officials in 26 districts in Section VII. This has added time to the claims audit review process but has been greatly appreciated by the participating school districts.

Angela Jennette, Jessie Moulton and Janet Miller left the meeting following their presentations.

#### **4. 2021-2022 External Audit Exit Conference – Review of Audited Financial Statements**

Assistant Superintendent Bell introduced the two auditors from West & Company, Michael Rossi and Amy Pedrick.

Mr. Rossi and Ms. Pedrick reviewed the Audited Financial Statements. Items to note from the review:

- \$1 million was returned to districts.
- Pages 18-43 *Notes to Basic Financial Statement* had no change.
- GASB 87 is not incorporated because it was immaterial.
- CVES has the strongest internal controls of all BOCES audited.
- The unmodified opinion had no findings.
- There were two current year management letter findings.

Mr. Harriman commented on, and discussion followed regarding the Capital Project remaining funds. Mr. Rossi and Ms. Pedrick stated of all of the school districts and BOCES they audit, CVES is the best one for internal controls, quality of work, and organization.

***Motion to approve (Mrs. LaRocque 1<sup>st</sup>, Mr. McCabe 2<sup>nd</sup>). Motion carried.***

#### **5. Internal Audit Update**

A meeting has been scheduled with Aimee Skiff, president of Management Advisory Group (MAG) for potentially doing our internal audit. We will request a proposal from MAG. Mr. Rossi informed the committee of the very positive relationship their firm has with MAG because of their quality of work. A request to approve the internal auditor is expected for the November or December board meeting.

#### **6. Annual Review of Audit Committee Charter**

The committee reviewed the Audit Committee Charter, no changes were recommended.

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

#### **7. Reserve Plan Review**

Assistant Superintendent Bell reviewed the handout, *2022-2023 Reserve Plan Summary*. A target for funding of reserves this year is the TRS reserve with approximately \$200,000. There is no anticipated use of the reserve at this time, however there may be a need for using the EBALR reserve to cover the cost of sick leave payouts at year end because of the retirement incentive in the CVES United Professionals contract. Depending on the level of usage of the EBALR this school year, CVES may need to consider

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

#### **8. Other Topics**

Committee members did not introduce any additional topics for discussion.

#### **9. Motion to adjourn (Richard Harriman, Sr. 1<sup>st</sup>, Tom McCabe 2<sup>nd</sup>)**

**Meeting adjourned at 5:52 p.m.**



## **ENC. 16**

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

1. Jacob Cummings, Teacher Aide/Student Aide, unpaid leave of absence, effective December 12, 2022 - June 30, 2023 for the purpose of accepting a Temporary Teaching Assistant position
2. Cheryl Spoor, Teaching Assistant, unpaid leave of absence, effective December 22, 2022 - June 30, 2023 for the purpose of accepting a Temporary Teaching Position
3. Amelia Whalen, Teacher Aide/ Student Aide, unpaid leave of absence, effective January 16, 2023 - June 30, 2023

## **ENC. 17**

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

1. Name: Conner Delavergne  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: December 15, 2022 (*\*was temporary*)  
Tentative Tenure Date: December 15, 2026  
Certification Status: Teaching Assistant, Level 1

(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. 18**

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

1. Name: Kylyn Miller  
Position: Computer Specialist (*was provisional*)  
Effective Date: December 20, 2022  
Tentative Permanent Date: December 20, 2023
2. Name: Alexander Varin  
Position: Computer Specialist (*was provisional*)  
Effective Date: December 20, 2022  
Tentative Permanent Date: December 20, 2023
3. Name: Ian Turner  
Position: Computer Specialist (*was provisional*)  
Effective Date: December 20, 2022  
Tentative Permanent Date: December 20, 2023

## **ENC. 18 CONTINUED**

4. Name: Dale Bracy  
Position: Cook  
Effective Date: December 19, 2022  
Tentative Permanent Date: December 19, 2023  
Annualized Salary: \$24,000  
Pro-rated Salary: \$14,713.57
5. Name: Sarah Ryan  
Position: Teacher Aide/Student Aide  
Effective Date: January 5, 2023  
Tentative Permanent Date: January 5, 2024  
Annualized Salary: \$20,226  
Pro-rated Salary: \$11,790.03

## **ENC. 19**

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

1. Name: Cynthia Lindberg  
Position: Account Clerk/Typist  
Effective Date: January 17, 2023  
Annualized Salary: \$28,291  
Prorated Salary: \$12,948.57

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

## **ENC. 20**

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

1. Katie Gushlaw, Registered Nurse (Schools), effective January 19, 2023
2. Jocelyn Rock, Teacher Aide/Student Aide, effective January 26, 2023

## **ENC. 21**

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

1. Name: Stefan Ramirez  
Position: Special Education Teacher  
Effective Date: January 9, 2023 - June 30, 2023  
Certification Status: Uncertified  
Annualized Salary: \$46,465  
Pro-Rated Salary: \$26,949.68

## **ENC. 21 CONTINUED**

2. Name: Jacob Cummings  
Position: Teaching Assistant  
Effective Date: December 12, 2022 - June 30, 2023  
Certification Status: Uncertified  
Annualized Salary: \$26,062  
Pro-Rated Salary: \$17,331.23
3. Name: Cheryl Spoor  
Position: Special Education Teacher  
Effective Date: December 22, 2022 - June 30, 2023  
Certification Status: Uncertified  
Annualized Salary: \$46,465  
Pro-Rated Salary: \$28,111.33
4. Name: Meagan Finley  
Position: School Social Worker  
Effective Date: January 13, 2023 - June 30, 2023  
Certification Status: Uncertified  
Annualized Salary: \$58,000  
Prorated Salary: \$32,480

## **ENC. 22**

Recommend that the Board approve the following Part-time hourly appointment for the 2022-23 school year:

Teaching Assistant, \$20/hour

Amanda Bertocchi

Megan McCarty

## **ENC. 23**

Recommend that the Board approve the following Facilitator(s) for the 2022-23 School Year:

Facilitators, \$30.00/hour

Christina LeFevre

## **ENC. 24**

Recommend that the Board approve the following list of Substitute and Temporary-On-Call appointments for the 2022-23 school year:

<u>Name</u>	<u>Title</u>
Michael Riley	Cleaner/ Messenger
Cindy Brunelle	Registered Nurse (Schools)
Elizabeth Lennon	Teacher
Elizabeth Lennon	Teaching Assistant
Cathy Kinner	Teaching Assistant
Christina LeFevre	Account Clerk/ Typist

## **ENC. 25**

Recommend that the Board approve the following list to receive a \$500 payment for completing the Pathways to Leadership program:

Jeff Nemec  
Jennifer Gero  
Jennifer Parker  
Kevin Shaw  
Alexandria Harris  
Erin Canning O'Neill  
Jennifer Guay  
Lauren LaValley  
Meghan Matthews  
Kasey Snow  
Jessica Dunn-Williams

MaryKate Flynn  
Janet Hankins  
Jenna Hayden  
Rory LaPage  
Mary Maye  
Erin McGill  
Katelyn Relation  
Valerie Raugi  
Savannah Therrien  
Kristen Flynn  
Jennifer Lederman

## **ENC. 26**

Recommend that the Board adopt the following revised Policy:

#3230 Organizational Chart

## **ENC. 27**

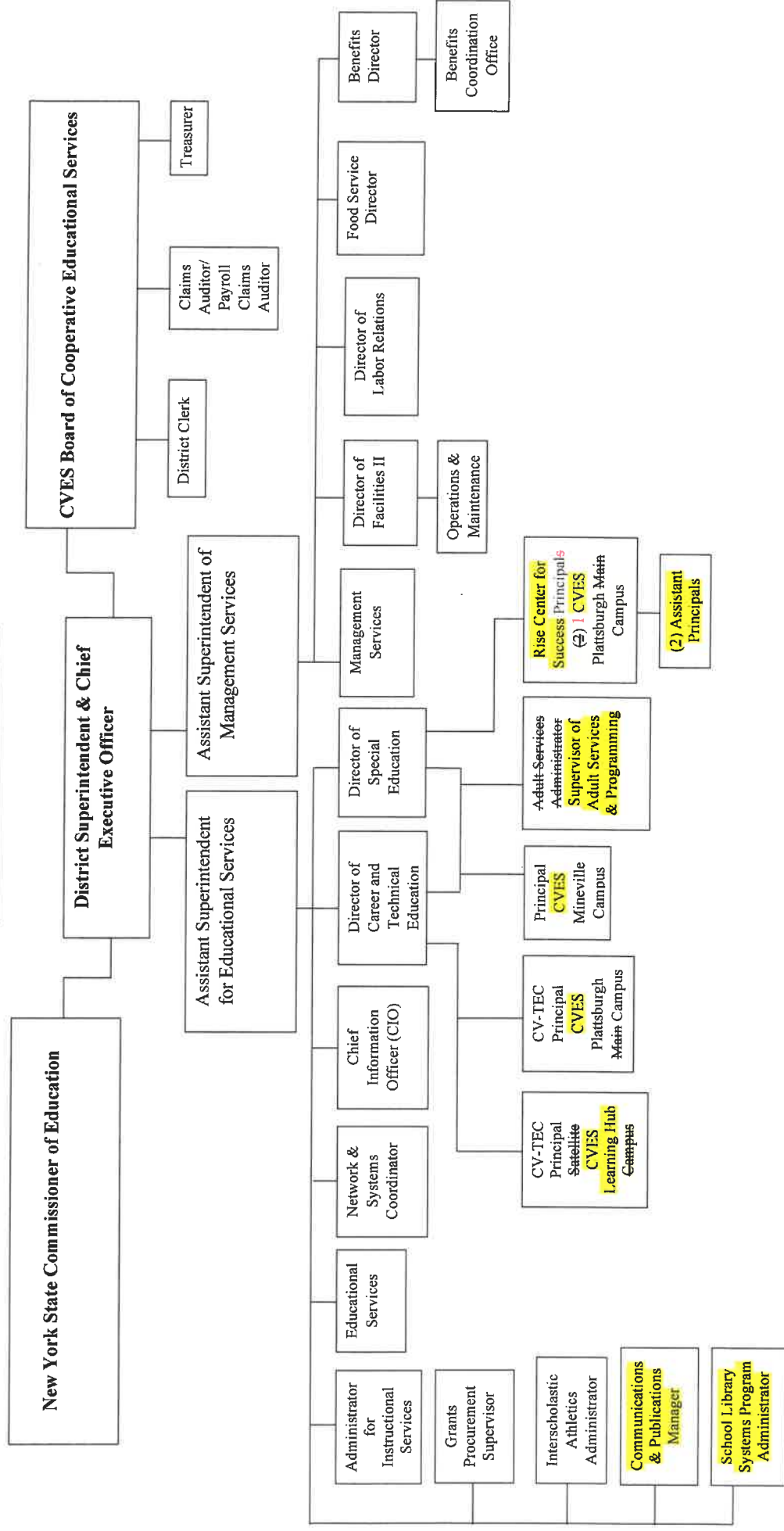
Board Reports (attached)



**ORGANIZATIONAL CHART**

The Board of Cooperative Educational Services shall maintain an administrative organization chart showing the relationship among the various administrators and staff.

Adopted August 18, 2021

**ORGANIZATIONAL CHART**

**CVES MISSION**

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

**MEMORANDUM**

**TO:** Dr. Mark Davey  
**FR:** Amy Campbell AC  
**DA:** December 28, 2022  
**RE:** January 2023 Board Report

The school year is in full swing by December and things become a little more hectic as we balance the demands of work and home. This is especially felt in School Support Services (S<sup>3</sup>) where our staff is busy providing for the needs of our component districts. Our staff has been spending a lot of time in districts and completing projects to support district needs throughout the month. In addition, we have taken time to appreciate the time of year and prioritize our social and emotional health. We are privileged to do the work we do and look forward to the new year ahead.

**INSTRUCTIONAL SERVICES UPDATES**

**Health, Safety, Risk Management**

Health, Safety, Risk Management Specialist, Tom Smith completed the Certified Playground Safety Inspector Course at the end of November. It was a rigorous course and he is awaiting the results of the final test. At the quarterly Director of Facilities meeting on December 14<sup>th</sup>, changes to regulations regarding lead in drinking water were shared and AHERA Binders were passed out. The next project will be the annual fit testing that needs to be completed on all nursing staff in the region. Safety projects include developing a formal agreement for an offsite location should the need to evacuate arise. Tom has also spent time at our Mineville Campus, setting up an emergency phone, the 2022 Triennial AHERA Binder, checking AED's, and being available and present to answer questions staff may have.

**Instructional Planning**

Data review is still underway in districts. Talks are being initiated with district leaders on the purchase of Tableau for district level use. Tableau is a data tool developed by NERIC that allows districts to see data in a more organized and easier to understand way. Tableau is able to synthesize data at a faster rate, allowing for districts to make data informed decisions regarding instruction. Additionally, when

used regionally Tableau allows the BOCES to see patterns in the region that can be addressed through high quality professional learning opportunities.

Coordination of state testing is taking place within CVES and at a regional level. Training for the grades 3-8 Computer Based Testing (CBT) simulation is being completed by our test coordinators. January Regents' coordination for vendor scoring is continuing with EdVistas. Notices to the school districts regarding the drop-off times and locations for regents' exams will be sent in early January to district coordinators and principals.

### School Library Systems



On November 10 the School Library System hosted a virtual workshop with book expert Kathleen Odean. The workshop was entitled, **The Best Diverse Young Adult Books of 2015-2022 (Grades 6-12)**. Kathleen Odean introduced outstanding fiction with diverse characters in terms of race, ethnicity, sexual orientation, gender identity, and more for grades 6-12. The workshop also presented excellent diverse nonfiction and poetry books and shared useful related resources, activities, and websites. The workshop was attended by approximately 20 librarians and library aides from both CEWW and FEH districts.

### Model Schools

Our new Model Schools Co-Ser has added a part-time facilitator, Rebecca (Becca) Banker. Becca attended the NYSCATE Digital Fluency and Computer Science Standards Conference in Albany during December. She comes back energized with many great ideas to move this Co-Ser in a positive direction that will help our component districts. We continue to collaborate with WSWHE to develop a strong system of support for instructional technology use in the classroom.

### Grants Management

In 2022, our grants management Co-Ser 645 was able to onboard three new districts and were able to secure grants such as ESSA, IDEA, UPK, ARP-IDEA, ARP ESSER III State Reserves, SIG, etc... for their districts to continue and create new programming. Recently, the team received approval from NYSED for two districts to continue their afterschool programs through the Extended School Day Grant. Going into the new year, the team looks forward to supporting their seven component districts with amendments, surveys, and webinar training for their 2022-23 grant funding. The team has recently joined a webinar series provided by New York State Network for Youth Success called *The Sustainability Series* - each month NYS-NYS presents difference topics relating to grant management. For example, January's webinar is *Cultivating Partnerships: Building Relationships for Sustaining High Quality Programs* featuring Jay Roscup, Nathan Beck and Christina Dandino. The Sustainability Series has been a great opportunity for the team to expand upon their professional knowledge to share with their districts to further support them in their grant management.



## **WORKSHOPS FOR SCHOOL IMPROVEMENT**

The WeTeach New Teacher Workshop series continued with a full day workshop with author Berit Gordon. Berit has written the book, *The Joyful Teacher*. Some people have referred to this book as the new Wang book. Our facility allowed the author to join remotely while our teachers worked collaboratively in our conference room. The messages and concepts in the book support teachers in the modern classroom.

Our final Pathways for Educational Leadership learning session was held on December 7<sup>th</sup>. Our presenters were Shannon Rabideau, Director of Student Services for the Peru Central School District and Heidi Sample, Rouses Point Elementary School Principal. The Pathways program has provided an opportunity for current educational leaders to explore the world of school administration. Feedback from the series has been exceptional. We look forward to our final wrap up on January 18<sup>th</sup> and hosting another cohort next year.

Our workshop centered on the Next Generation ELA Standards and preparing students for the new 3-8 assessments was well attended and the feedback has been excellent. Due to demand, we are offering a second session in January. We appreciate veteran teachers and CVES Facilitators, Cheryl Dodds and Ann Mazzella for their time, energy and expertise planning and facilitating this workshop.



## **INSTRUCTIONAL TECHNOLOGY**

The IT staff has been working diligently to prepare inventories for budgeting purposes across all our districts. Special kudos to Aaron Wilkins (see photo) who has been working late with Ian Turner to make sure Boquet Valley CSD has an up-to-date inventory, something that had not been provided by the previous staff in 4 years. It is hard to target spending if you don't know what you need to spend it on. Many of our component districts have been signing up for E-Rate equipment purchases this year with the help and guidance of our IT staff, thanks in part to the inventories we have conducted.



## **INTERSCHOLASTIC SPORTS – WINTER SEASON BEGINS**

December is a transition month for Interscholastic Athletics. The month began with the State Football Championships in JME Wireless Dome in Syracuse, NY. Matt Walentuk attended an Executive Directors meeting at the Dome with the directors from the other Sections across NYS (there are 11 total). Some topics were concerns arising from contractual disputes with officials' organizations across the state. Additionally, we are excited for the opportunity for female Wrestlers to compete in the first ever NYSPHSAA Girls Wrestling Invitational on January 27<sup>th</sup> in Syracuse. The Winter Sports season is in full swing with every sport off and running! Our component schools offer some mix of the following sports: Ice Hockey, Basketball, Competitive Cheerleading, Bowling, Alpine Skiing, Nordic Skiing, Indoor Track, and Rifle.





## PUBLICATIONS AND COMMUNICATIONS UPDATE

### Holiday Coverage at CVES



It was a fun and festive month for CVES, and our Communications Department was out and about capturing moments of our students and staff getting in the holiday spirit. Roberts & Sons Bulk Milk Hauling brought its Holiday Truck to the Rise Center for Success in Plattsburgh. The truck was beautiful and decorated for our students to enjoy, and even some candy was handed out. Our students loved it, and there were plenty of smiles. At our Mineville Campus, Santa stopped in to visit our Rise Center for Success students and hand out presents. Communications and Publications Manager Joey LaFranca was lucky enough to get some exclusive pictures of Santa and our students!

### Communications Department's School District Clientele Increasing

Our Communications Department continues to expand its work in school districts. AuSable Valley has hired us for a monthly Middle/High School newsletter that is designed entirely in-house. This month featured a story developed by our Team to highlight the great work of CFES Brilliant Pathways at AuSable Valley.

**Middle & High School Newsletter**  
January 2023

**High School Principal Mrs. Tommy Casey**

Welcome to 2023 – Happy New Year! I hope that you were able to find time to rest and relax over the holiday break. I am excited to introduce our monthly newsletter to you. Our goal is to share information about all of the exciting things that are happening at AuSable Valley Middle & High School. January marks a new beginning for students at AVCS. This is a time to start fresh and set goals for the remainder of the school year. Encourage your child to talk to their teachers or counselors over the next few days to work on setting goals for a successful year.

**Patriot Shout-Out**

Our Middle School and High School Winter concerts were a great success! All the students were prepared and put on wonderful shows for their family and friends. Events like this are what the AuSable Valley community is all about, and we appreciate the support shown by all attendees. We want to thank everyone for their tremendous efforts. It truly was a team effort and very deserving of our Patriot Shout-Out!

**Middle School Principal Mrs. Nicole O'Connell**

Let me begin by wishing you all a Happy New Year filled with many successes. During winter break, I hope you had the chance to catch up with friends and family and enjoy some rest and relaxation. I certainly spent some time reflecting on the first half of our school year and thinking about the work and opportunities that lie ahead in 2023.

One of the things I appreciate most about AuSable Valley Central School is everyone's continued vision to provide a high quality service for our children and families. I am excited to begin our work for the second half of the school year and view this time of the year as an opportunity to check in with students and families to ensure that our students are on track, prepared and ready for the second half of the year.

### **CFES Makes Impact at AVCS**

CFES Brilliant Pathways helps shape the futures of young adults and AuSable Valley students are taking advantage of what's being offered. CFES has three core practices including mentoring, essential skills, and college and career readiness. If anyone wonders what CFES does, consider it a boost in education. AVCS teachers can incorporate CFES content into their curriculum and in return, students in grades 7 through 12 gain a taste of what's ahead and the future pathway they may take in education and beyond.

"For me, anything that engages kids and gets them excited, I am in," AVCS Technology Teacher and CFES Liaison Jan Ular said. "That's why I got into this."



11th grade students participated in the Student College and Career Readiness (CCR) Adaptor Training in which they learned about what it means to be a Student CCR Adaptor and how to connect them and their school community.

**STUDENT'S THOUGHTS AND OPINIONS**

The CFES mission helps teach goal setting, teamwork, leadership, aptitude, perseverance and networking. This is accomplished in a variety of ways whether students are participating in STEM activities, career path surveys or other curriculum based assignments.

"I love to incorporate career up opportunities into my class because it helps me get to see another side of the students," AVCS English Teacher and CFES Liaison Heather Gerbasi said. "Some of the CFES activities allow the kids to come out of their shell and what I like about that is it helps provide a good culture. Kids are working together and communicating in ways that are a bit different and refreshing."



Here is a glimpse of some of the final results from our students' Artwork Project.

**STUDENT'S THOUGHTS AND OPINIONS**

Many of CFES activities are already part of AVCS classrooms and beyond. CFES works hand in hand with the U.S. Department of Education's Great Up Program and culture an \$14.6 million, 7-year grant with seven health-related North County schools, which includes AVCS.

"This grant has been fantastic because it has allowed us to set up college visits for students as well as other things like STEM programming and networking where

## Rebranding



As we continue our CVES rebranding initiatives, our Communications Team has been developing new content for social media as well as print products for our campuses. Here's an inside look at some of the template drafts we are currently working on for our Core Beliefs.

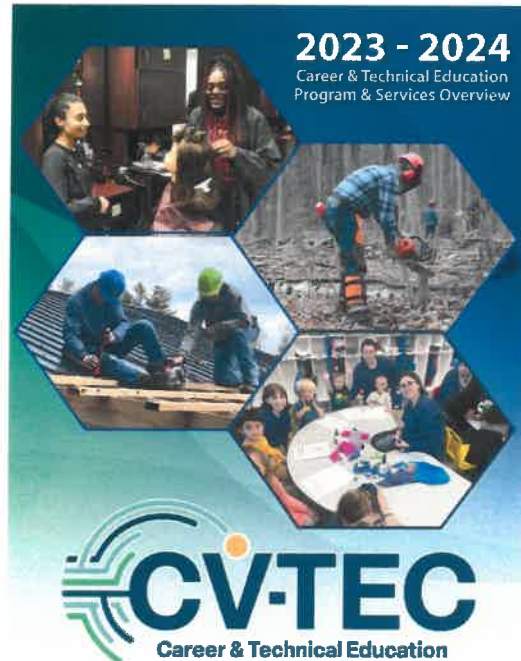
## Holiday Messaging



Our Communications Team was successful in creating holiday messaging for our social media platforms. This is always an excellent time of year to share some positive thoughts and warm greetings as we prepare to flip the calendar to a new year.

### Refreshed Look for CV-TEC Products

As part of rebranding and annual updates, our Communications Team is beginning to update materials for CV-TEC. First up for the new recruitment year is CV-TEC's Overview Booklet, which was just finalized and set to be distributed by CV-TEC to potential students, their families and component school districts.



### HOLIDAYS AT THE CVES CONFERENCE CENTER

Our S<sup>3</sup>, Management Services, and District Office Staff invested in social and emotional wellness by participating in various holiday themed activities the last week before the break. This included themed days wearing holiday inspired accessories or outfits and a staff luncheon with desserts provided by Courtney's Kitchen. Some staff participated in the annual gift exchange which includes laughter as competitive staff members try to guess the giver. Even Beasley got into the spirit of the week.







**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: January 3, 2023  
 RE: January 2023 Board Report

**CV-TEC Holiday Helpers**

CV-TEC continues to support efforts to assist our communities. We are proud to share several activities that our students and team members contributed to during this Holiday Season. Donations were made to the Christmas Bureau on behalf of our CV-TEC Adopt-An-Angel Project, the Make-A-Wish Foundation as well as the Annual Food Drive to benefit the Town of Moriah Food Bank.



**Make-A-Wish.**

CV-TEC will be at the Make-A-Wish table at Champlain Center North in Plattsburgh.

**December 10<sup>th</sup>, 4-7 PM & 7-9 PM**

**DONATIONS NEEDED**

As part of this year's holiday campaign for Make-A-Wish, we will be selling paper stars for a minimum donation of \$1.00. Volunteers will be in the CV-TEC lobby, and SkillsUSA member will be in each of our CTF programs. The stars represent wishes that have already been granted. The funds raised from this campaign will go directly towards granting future wishes for children/teens in our local area.

Please contact Mrs. Snow in Training or at ext. 259 if you have questions or would like more information!

**Share the power of a wish!!**



**2** Ways to Give Back to our Community this Holiday Season!!



Choose an "Angel" from the "Angel Tree"  
 Located in the C.V.E.S. CV-TEC Main Campus Lobby  
 Purchase a NEW gift for your "Angel", either individually or as a group!  
 Return the gift unwrapped by Friday, December 16<sup>th</sup> to Mrs. Snow in Student Services

OR  
 If you prefer, bring a NEW toy of your choice, or make a donation to the  
 Clinton County Christmas Bureau!!

Thank you for your generosity and your participation in this very special community service event!

### **Scott Weber Wolter Memorial Scholarship Recipients**

Congratulations to our CV-TEC Alumni: Harry West (Heavy Equipment & Diesel Mechanics) and Shay Collins (Construction Trades) who were recently announced as recipients of the Scott Weber Wolter Memorial Scholarship. On December 21, 2022, our two alumni were celebrated at an Awards Presentation at CV-TEC and presented with their scholarships by members of the Wolter Family.



### CV-TEC Hosts Women In Trades Luncheon

CV-TEC proudly hosted a Women In Trades luncheon on the CV-TEC Plattsburgh Campus for students currently training in non-traditional CTE Programs. The luncheon was designed to begin the discussion of how to attract more female students into the non-traditional trades and career fields. Our students provided amazing feedback and insight. CV-TEC is looking forward to carrying on the conversation and planning future events.



## **WOMEN IN TRADES LUNCHEON**

**MONDAY, DECEMBER 19, 2022**

Please join us for our first  
CV-TEC Women In Trades Luncheon Meeting.

**12:30 - 2:30 p.m.**

CV-TEC Plattsburgh Campus  
Culinary Arts Lab

#### **Meeting Agenda:**

—  
**Welcome &  
Introductions**

—  
**Our Stories**

—  
**Our Challenges**

—  
**Our Examples**

—  
**Our Next Steps**

#### **PLEASE RSVP BY 12/14:**

Mrs. Friedman  
@ ext. 236



### **CV-TEC Mineville Campus Hold Inaugural Holiday Fire Build Competition**

The CV-TEC Natural Resources Management Year -2 students all participated in the two-person Fire Build Competition. This is an event that our students will compete in later this year at the annual BOCES Conservation Competitions. The contestants were challenged to build a fire using an ax, cedar logs and 2 matches. The team that can manage to get its can of soapy water to boil over first, wins the event! All of our CV-TEC students had the opportunity to watch and cheer on the competitors! It was a tight and exciting race! Following the competition our students gathered around an outdoor fire to celebrate, make s'mores (sponsored by SkillsUSA Mineville Chapter) and enjoy hot chocolate. It was an awesome start to an annual tradition!

1st Place: Patrick Scoville & Kade Gilbo- Both Moriah Central

2nd Place: Dava Marcil & Alec Young- Both Moriah Central

3rd Place: Jordan Sprague, Moriah Central & Kane Ashe, Ticonderoga Central



### **CV-TEC Culinary Arts Management Program Host Annual Holiday Board Dinner**

CV-TEC continued the tradition of hosting our annual CVES Board Holiday Dinner before our December CVES BOCES Board meeting on December 19, 2022. Our CV-TEC Culinary Arts Management students prepared and served an exquisite meal to our attendees. CV-TEC would extend special thanks to our industry expert teachers: Chef Bevan Gertsch-Cochran and Chef Tanner Senecal for overseeing and managing the event.







# Champlain Valley EDUCATIONAL SERVICES

P.O. Box 455, Plattsburgh, NY 12901  
P.O. Box B, Mineville, NY 12956  
www.cves.org

## SPECIAL EDUCATION DIVISION

Matthew J. Slattery  
Director of Special Education

slattery\_matt@cves.org  
Plattsburgh Campus, 518-561-0100 FAX 518-561-5624  
Mineville Campus, 518-942-6691 FAX 518-942-3368

### 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: January 2023  
Re: Board of Cooperative Educational Services Report



### Season of Giving Modeled by our Partners In Transition Program

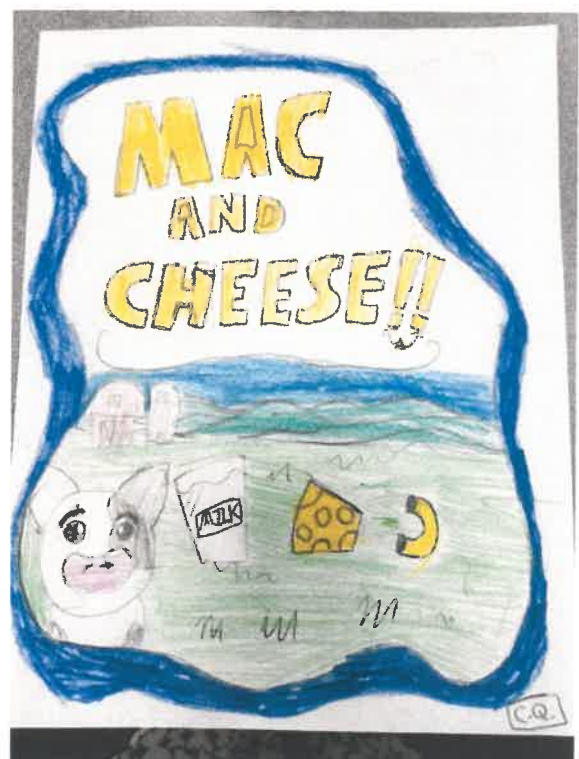
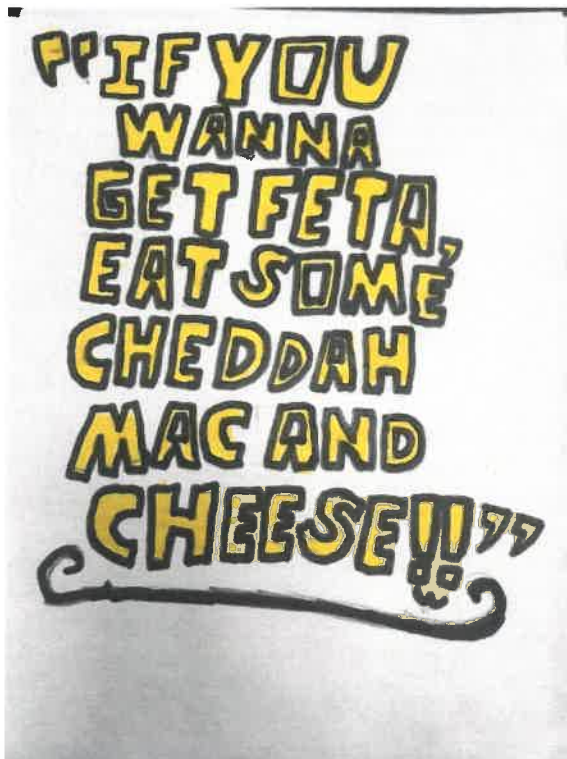
Partners in Transition Community Pre-Vocational program located at SUNY Plattsburgh once again spent their holiday season volunteering. This year they raised nearly \$700 for the Make-A-Wish Foundation of Northeast New York! Thanks to all who stopped by and visited us at the mall and donated!





### Mac and Cheese Challenge a Great Success!

Work Experience students at the Rise Center - Plattsburgh Campus were ecstatic to participate in the first Mac and Cheese Challenge, which was designed to allow students to engage with the largest agricultural sector in New York – the dairy industry. Over 240 classrooms from across the state registered for the Mac and Cheese Challenge sponsored by the New York Agriculture in the Classroom Initiative through Cornell University! Although we may not have placed, our marketing materials, jingle and of course our Macaroni and Cheese were top notch!



### PHS' Select Vocal Ensemble Performs at the Rise Center for Success

On December 21<sup>st</sup>, the Rise Center for Success was blessed with a visit from the Plattsburgh City School District Select Vocal Choir. The students and staff eagerly gathered into the gym for a short concert and were blown away by the choir's beautiful songs and harmonious melodies. The students sounded absolutely amazing along with the soloist, Shelby, who is the daughter of Tina Mitchell, a Speech Therapist here at the Rise Center for Success.





### **Mrs. Gough's Class in Mineville Experiences the Season of Giving**

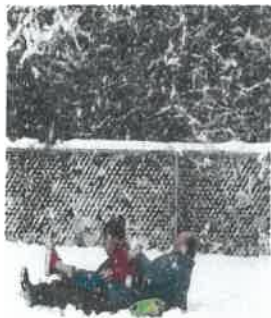
In class we have been learning about Christmas is for giving and if you give and show thanks to others you will also receive. So, they have been selling maple syrup popcorn, cinnamon & sugar popcorn, and a few other things at school to earn some money to buy gifts for their classroom secret Santa, to donate the fixings for a Christmas dinner to the local food shelf and to go to McDonald's for lunch. Below, is a picture from our day taking students out Christmas shopping to Ticonderoga. What an amazing day!

While we were out, we noticed 2 people ringing that Christmas bell on the sidewalk at Wal-Mart. We turned this into a teachable moment by doing a classroom circle up and talking about what the Christmas bell was and what we could do to help. We are proud to say that each student donated \$1.00 to the Christmas Bell – Salvation Army. They also bought a candy cane full of candy kisses to give to the bus driver to thank him for driving us. #SeasonOfGiving



### Holiday Happenings Taking Place on Our Plattsburgh Campus

Our first snowstorm of the winter season helped usher in the month of December as well as kick off the holiday festivities at the Rise Center for Success! Our Rise Center for Success High School ITSP class made the most of our beautiful snowfall by completing a team snowman building activity along with some sledding fun.



The Rise Center for Success December Students of the month celebrated with some very tasty cookie decorating and eating, of course!



The DART League along with Santa and Mrs. Claus and their band of elves brought gifts to our Rise Center for Success students. The Elementary students received gifts from Santa and the Middle & High School students were treated to an afternoon of darts. The festivities included a warm cup of hot cocoa and cookies!





### **Community Visits Continue for Students within the Autism Program**

The Autism Program continues to have students go out into the community to assist with teaching function skills. Our oldest classroom has been rotating students to go to complete the purchase orders for their classroom as well as other classrooms in the building. Our youngest classroom had to opportunity to go to the mall to work on safety skills and play skills. This is in preparation to bring the students back to the mall to pick out holiday gifts for their family. Another student will start to join the students in life skills (4 days weekly) into the community to work on job readiness skills and safety within the community. Transitions meetings are under way for our oldest students and have been successful. We are planning an upcoming training during our half day to train staff in the program to provide effective group teaching with our students with significant needs. We have a new speech provider that has done a wonderful job building rapport and running sessions with students.



Holiday Cheer and Experiences from All of Our Campuses







