

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 MARCH 8, 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                                   |
| No Action | 5. 2022-23 STRATEGIC PLAN SPOTLIGHT – Management Services<br>--Mr. Eric Bell |
| No Action | 6. DISTRICT SUPERINTENDENT’S UPDATE  |
| Action    | 7. MINUTES OF PREVIOUS MEETING   |
|           | a. February 8, 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. Donation (Enc. 4)   |
| Action    | d. Special Aid Fund Projects (Enc. 5)  |
| Action    | e. Contractor/Consultant Agreement (Enc. 6)                                  |
| Action    | f. Agreements (Enc. 7)   |
| Action    | g. Authorization of Individuals to Collect Money (Enc. 8)                    |
| Action    | h. Independent Auditor Appointment/Management Letter (Enc. 9)                |
|           | 9. OLD BUSINESS - Committees   |
| No Action | a. None this month   |
|           | 10. CONSENT AGENDA PERSONNEL   |
| Action    | a. Resignations for the Purpose of Retirement (Enc. 10)                      |
| Action    | b. Resignations (Enc. 11)  |
| Action    | c. Leave(s) of Absence (Enc. 12)   |
| Action    | d. Three-Year Probationary Appointments (Enc. 13)                            |
| Action    | e. Civil Service Probationary Appointments (Enc. 14)                         |
| Action    | f. Temporary Appointments (Enc. 15)  |
| Action    | g. Facilitators (Enc. 16)  |
| Action    | h. Substitutes (Enc. 17)   |

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|-----------|--|
|           | 11. BOARD OF COOPERATIVE EDUCATIONAL SERVICES  |
| No Action | a.    None this month  |
| No Action | 12. OTHER  |
| No Action | 13. NEXT BOARD MEETING   |
|           | Wednesday, April 5, 2023, at the Yandon-Dillon Center in Mineville – Proposed Executive Session at 6:00 p.m. – annual and monthly meeting to follow. |
| No Action | 14. REPORTS FROM DIRECTORS (Enc. 18)   |
| 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**

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 February 8, 2023 Regular Board meeting. (attached)

### **ENC. 2**

Recommend that the Board approve the Certification of Warrant for January 31, 2023 to February 27, 2023. (attached)

### **ENC. 3**

Recommend that the Board approve the Treasurer's Report from January 31, 2023. (attached)

### **ENC. 4**

Recommend the Board approve the following Donation:

1. Donation of six engine assemblies, a rear differential assembly, and two transmissions from Della Auto Group, with an estimated value of \$66,158.29. These items will benefit the Automotive Technology program on the CV-TEC Plattsburgh Main Campus.

### **ENC. 5**

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

1. Pre-ETS for Students with Disabilities Special Aid Fund Project, in the amount of \$300,000, for the period of January 1, 2023 through December 31, 2023. (Special Education)
2. Healthcare Worker Bonus Fund, special aid fund project, in the amount of \$109,803, for the period of January 1, 2023 through June 30, 2023. This program is funded through the New York State Department of Health (Management Services)

### **ENC. 6**

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and The Living Arts Collaborative, Inc. for the purpose of obtaining a Living Arts Collaborative performance at Crown Point Central School on March 15, 2023. The total amount for performance services is \$5,000. (S<sup>3</sup>) (attached)

### **ENC. 7**

Recommend that the Board approve the following Agreements:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and The New York State Department of Motor Vehicles (DMV) under which BOCES and the DMV will work collaboratively to permit BOCES to conduct skills tests for BOCES employees so they may obtain a Commercial Driver's License (Class A, B, or C). In accordance with the agreement, BOCES will be required to purchase DMV specific equipment, supplies, and background checks in an amount not anticipated to exceed \$10,000. The agreement remains in effect unless terminated by the DMV for any cause or by 60 days written notice from BOCES. (CV-TEC) (attached)

## **ENC. 7 CONTINUED**

2. Agreement between Clinton-Essex-Warren-Washington BOCES and Be a Hero, LLC for the purpose of obtaining the following Sweethearts and Heroes training sessions at the CVES Conference Center in Plattsburgh, NY: “13 Pillows for Affective Teachers with Circle Training” for the dates of July 10 through July 13, 2023; “North Country Regional Circle Training” for the dates of July 19 through July 20, 2023; “Student/Teacher Circle Training” for the dates of July 31 through August 1, 2023; and “13 Pillows for Affective Administrators with Circle Training” for the dates of August 2 through August 3, 2023. The total amount for all services is a maximum cost not to exceed \$172,600. (S<sup>3</sup>) (attached)

## **ENC. 8**

Recommend that the Board authorize the following individual to collect money as noted for the remainder of the 2022-2023 school year:

### **Rise Center for Success**

Erin Garrison for collecting Work Experience program activities

## **ENC. 9**

Recommend that the Board appoint West & Company, CPAs, PC, of Gloversville, NY, as the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services Independent External Auditor for the 2022-2023 audits (to be conducted during the 2023-24 school year) as recommended by the Audit Committee and approve the engagement letter (attached). The fee for the 2022-2023 audit is \$16,500.

## **ENC. 10**

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

1. Dr. Grace Stay, Principal, effective September 1, 2023 (17 Years of Service)
2. Kim Wimett, Offset Print Machine Operator, effective January 1, 2024 (37 Years of Service)

## **ENC. 11**

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

1. Maegan Finley, School Social Worker, effective February 9, 2023
2. Angel Vanderwarker, Teacher Aide/Student Aide, effective February 18, 2023

## **ENC. 12**

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

1. Heather Hampton, Teaching Assistant, unpaid leave of absence, effective February 13, 2023 - April 7, 2023

# ENC. 1

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

**DRAFT**

DATE: February 8, 2023  
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.  
Thomas McCabe  
Bruce Murdock  
Emily Phillips  
Lori Saunders  
Michael St. Pierre  
Donna Wotton

Board Members Absent:

Donna LaRocque  
Ed Marin  
Florence Sears

Executive Officer:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Others Present:

Eric Bell  
Amy Campbell  
Michele Friedman  
Matthew Slattery  
Christine Myers  
Jennifer Parker

MEETING  
TO ORDER

Board President St. Pierre called the meeting to order at 6:03 p.m.

EXECUTIVE  
SESSION

Mrs. Saunders moved, seconded by Mr. Harriman Sr., that the Board go into Executive Session at 6:04 p.m., for the following reasons: #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; and #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. All Board Members present voted yes—motion carried.

In Executive Session Dr. Davey provided a Labor Relations update on the status of the Administrative Grievance, CVES' response, and the next steps. Second, Dr. Davey reviewed the Memorandum of Agreement (MOA), which adds the "Program Administrator" title to the Administrative Unit and is recommended for Board approval. Third, several confidential personnel updates were discussed, including a salary adjustment for several staff members and an anticipated retirement. Fourth, the Board and District Superintendent discussed the upcoming negotiations with the 12-Month Support Unit, and lastly, two individual contracts were reviewed by Dr. Davey with his recommendation for Board approval. Mrs. Boise moved, seconded by Mrs. Hunter, that the Board come out of Executive Session at 7:06 p.m. All Board Members present voted yes—motion carried.

OPINIONS AND  
CONCERNS

Jennifer Parker, CTE Environmental Conservation/Forestry Teacher, attended the Board meeting this evening and shared her appreciation with the Board and Administration members present. Ms. Parker shared some of her experiences while teaching over the past 16 years and how much she has enjoyed being part of team

CV-TEC. The Pathways to Leadership program was the catalyst to her transition, which will be recommended on the agenda as the CTE & Academic Curriculum Coordinator.

**AUDIT  
COMMITTEE  
UPDATE**

Mr. Eric Bell, Assistant Superintendent of Management Services, shared a brief update with the Board on the earlier scheduled Audit Committee meeting this evening. The Committee reviewed the external auditor request for proposal (RFP) and will recommend continuing with West and Company. The Committee also met with Management Advisory Group of N.Y., Inc., the new internal auditing company, which was a successful entrance conference and conversation. During the discussion, the Committee reviewed areas of focus including reserve funds, such as EBLAR and TRS. The next Audit Committee meeting will be held on May 10, 2023, at 5:00 p.m. at the CVES Conference Center in Plattsburgh.

**STRATEGIC PLAN  
MID-YEAR  
UPDATE**

Dr. Davey began the Strategic Plan Mid-Year update by acknowledging and thanking the Board, the administrative team, the DPT and divisional committee members for their involvement in the 9<sup>th</sup> year of Strategic Planning. Upcoming work includes a review of CVES' current mission, vision, and core beliefs statements. Dr. Davey informed the Board that Dr. Danna and the District Planning Team (DPT) will be meeting on March 29<sup>th</sup> to review and discuss if changes are recommended. Dr. Davey then reviewed with the Board the 2022-25 priorities and strategies for this year's work and the theme for this year of "Embracing Our Why." This focus has led the way for much of the work to support collaborative, ongoing improvements to services provided by CVES. Next, Ms. Amy Campbell – Assistant Superintendent for Educational Services, Mr. Eric Bell – Assistant Superintendent of Management Services, Ms. Michele Friedman – Director of Career & Technical Education (CTE), and Mr. Matthew Slattery – Director of Special Education, each provided brief highlights from their divisional accomplishments during the 2022-23 school year and work to be done. Lastly, the Board was provided time for questions and answers.

**BOARD BUDGET  
PRESENTATION**

Dr. Davey first thanked the entire administrative team, including CVES' Treasurer, Christine Myers, and Mr. Eric Bell, Management Services team members, as well as the Board members on the Budget Committee for their participation and assistance in preparation of the Draft CVES 2023-24 Budget information and PowerPoint (PPT). Dr. Davey and Mr. Bell provided a recorded overview of the 2023-24 proposed budget. Budget development factors for 2023-24 school year included the Governor's Executive Budget; health insurance increases; fringe benefit rates; and minimum wage increases, which all directly affect the proposed CVES budget. The CVES Administrative & Capital budgets were then reviewed including ways that CVES continues to mitigate cost increases. Dr. Davey and Mr. Bell then took turns sharing divisional successes during the year and proposed divisional budgets for next year. Mr. Bell then went on to review changes in RWADA, BOCES aid and surplus summaries as well as projected BOCES aid ratios for each of the component districts. Lastly, Dr. Davey reviewed CVES' budget next steps, including that CVES will present the proposed budget to



component district CSOs and business officials on February 10<sup>th</sup>. He also shared that the BOCES Annual meeting will be held on April 5, 2023, including a final budget presentation, and that the CVES Board Member Election and Administrative vote will be on April 20, 2023. Time was then provided for Board members to ask questions and provide feedback on the presentation.

#### DS UPDATE

Dr. Davey began his update by recognizing Ms. Tara Celotti, Crown Point CSD's Superintendent – the Calendar Committee Chairperson, CVES' Ms. Amy Campbell, and the entire Regional Calendar Committee for their work on the proposed 2023-24 school calendar that is recommended for approval. Second, CVES staff & student updates included the Success Stories publication that was distributed. Dr. Davey acknowledged that the Communications Team did an excellent job, and that the publication showcases the incredible talent of CVES staff and the great things happening at the BOCES. Third, the Board was informed that CVES' Phase 2 Capital Project documents were submitted for review to SED, and it is expected to take approximately three-four months for the review to be completed. Next, Dr. Davey noted that the Board had received January 23-24, 2023, DS meeting highlights and SED talking points. He also reviewed several accompanying updates from ASBO, NYSSBA, and RSA. These updates included the NYSSBA advocacy efforts, 2023 BOCES Legislative and Budget priorities, and NYSCOSS & RSA Legislative priorities. Fifth, the Rural Schools Association (RSA) Regional Issues Forum will be held on Monday, April 24, 2023 (6 pm), at the CVES Learning Hub Conference Center. This forum will be one of ten RSA forums being held across the State to gather feedback by RSA Executive Director David Little to support the development of future RSA advocacy priorities. This year's 2023 BOCES Advocacy (Lobby) Day will be held on Wednesday, March 1, 2023, at the Legislative Building at the NYS Capital, and on Tuesday, March 14, 2023, the BOCES Well Day event will be held at the NYS Capital and several CV-TEC students, administrators and teachers will participate. Lastly, CVES Board updates included a reminder that the CVES Board Member Election and Administrative Budget Vote will take place on April 20, 2023, in component districts. Information has also been provided to component Superintendents.

#### EDUCATIONAL PROGRAM AND FISCAL PLAN RESOLUTION

Mr. Murdock moved, seconded by Mr. Harriman Sr., that the Board grant approval to have the 2023-24 CVES Educational Program and Fiscal Plan printed to share with Component School Districts. All Board Members present voted yes—motion carried.

#### PREVIOUS MINUTES

Mr. Murdock moved, seconded by Mr. Harriman Sr., to approve the minutes of the January 11, 2023 Board Meeting as presented. All Board Members present voted yes—motion carried.

#### CONSENT AGENDA FINANCIAL

Mr. Murdock moved, seconded by Mr. Harriman Sr., 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 January 1, 2023 to January 30, 2023, as presented.

TREASURER'S  
REPORT

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

DONATIONS

Approve the following Donations:

1. Donation of 36 single scoop ice cream cones from Stewarts Shops with an estimated value of \$80. This will benefit the educational outing for the Rise Center for Success students.
2. Donation of \$500 from the Autism Alliance of Northeastern NY. This will benefit the community outings for the Rise Center for Success students.
3. Donation of a 48' trailer from Tri-State Motor Transit with an estimated value of \$12,000. This will benefit the CDL Training and Heavy Equipment/Diesel Mechanic Technology Programs.

SPECIAL AID  
FUND PROJECT

Approve the following Special Aid Fund Project:

1. High School Equivalency Test Administration Special Aid Fund Project, in the amount of \$6,900 for the period of January 1, 2023 through December 31, 2023. (CV-TEC)

BUDGET  
INCREASES

Approve the following Budget Increases:

1. Career and Technical Education – Job Target/Pre-CTE Program budget from \$835,941 to \$899,678 due to increase in student services in Job Target/Pre-CTE classes for the 2022-2023 school year. (CoSer 115/116 – CV-TEC)
2. School Library System Basic Operating Aid from \$114,223 to \$115,754, for the period of July 1, 2022 through June 30, 2023, due to additional rollover funds from 2021-2022. (CoSer 947 - S3)
3. School Library System Categorical Aid for Automation from \$9,805 to \$12,358, for the period of July 1, 2022 through June 30, 2023, due to rollover funds from 2021-2022. (CoSer 949 - S3)

CONTRACTOR/  
CONSULTANT  
AGREEMENT

Approve the following Contractor/ Consultant Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Thomas C. Murray, LLC for the purpose of obtaining a Keynote/Workshop entitled "Personal & Authentic: Designing Learning Experiences that Impact a Lifetime." The keynote/workshop will take place at the CVES Learning Hub Conference Center in Plattsburgh, NY on November 17, 2023 for the total amount of \$9,000. (Management Services)

**TRANSPORTATION  
AGREEMENT  
RENEWALS**

Approve the following Transportation Agreement Renewals:

1. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and AuSable Valley Central School District, to provide certain transportation services for students in CV-TEC programs for the period of September 1, 2022 through June 30, 2023 at a current estimated cost of \$17,000. (CV-TEC)
2. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and Northeastern Clinton Central School District, to provide certain transportation services for students in CV-TEC programs for the period of September 1, 2022 through June 30, 2023 at a current estimated cost of \$26,000. (CV-TEC)

**COOPERATIVE  
BIDDING  
RESOLUTION**

Approve the following Cooperative Bidding Resolution:

WHEREAS, A number of Boards of Cooperative Educational Services (BOCES) and School Library Systems (SLS) require software and database access for the 2023/2024 school year

WHEREAS, The Clinton-Essex-Warren-Washington (C-E-W-W) BOCES or SLS is desirous of participating with other BOCES and SLS in New York State in cooperatively procuring the software and database access, as authorized by General Municipal Law, Section 119-o, and

WHEREAS, The C-E-W-W BOCES wishes to appoint the Albany-Schoharie-Schenectady-Saratoga BOCES (Capital Region BOCES) to advertise for, receive competitive proposals, and award contracts on their behalf; therefore

BE IT RESOLVED, That the C-E-W-W BOCES hereby appoints the Capital Region BOCES to represent it in all matters relating above, and designates the Daily Gazette Newspaper as the legal publication for all related legal notifications, and,

BE IT FURTHER RESOLVED, That the C-E-W-W BOCES authorizes Capital Region BOCES to represent it in all matters leading up to and including the entering into a contracts for the purchase of the above mentioned software and database access, and,

BE IT FURTHER RESOLVED, That the C-E-W-W BOCES agrees to (1) abide by majority decisions of the participating districts; (2) abide by the award of the Capital Region BOCES Board; (3) and that after the award of contracts it will conduct all negotiations directly with the awarded contractors

**BID AWARD**

Award the bid for "2023 or Newer, 4 Door, 7-8 Passenger Minivan(s)" to Upstate Auto Service and Body Works, Inc. of Saranac NY in the amount of \$46,229.43 each for the 2023 Chrysler Pacifica Touring L AWD minivan. Bid pricing shall remain valid for the dates of February 11, 2023 through February 10, 2024.

Note: No additional vendors submitted bids.

**PROPOSAL**

Accept a proposal submitted by FirstLight Fiber, Inc. of Albany New York for 500M Internet Services and a 1G EPL connection between the Main Campus and Mineville, to provide dedicated internet access at the Mineville Campus. Services

will commence July 1, 2023 and remain in effect through June 30, 2028 at the rate of \$23,700 a year.

Be it further recommended that the CVES Board President be granted authority to enter into a service agreement contract contingent upon CVES' attorney approval.

Notes:

- Two additional proposals were received from Westelcom of Plattsburgh, NY and Verizon Business Services of Menands, NY
- The total annual service of \$23,700 a year is 90% funded through the Schools and Libraries Universal Service Support Program (E-Rate)

EASEMENT

Approve an easement to be granted to the New York State Electric and Gas Corporation. The easement is 30 feet in width running from the current electrical pole 33-1, which is approximately 110 feet northerly of CVES' southerly property line, traveling northerly to electrical pole 33-1A, which is approximately 170 feet northerly of CVES' southerly property line, both poles being located approximately 31 feet westerly of the centerline on Military Turnpike. (Administration)

CONSENT  
AGENDA  
PERSONNEL

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

RESIGNATIONS  
DELAVERGNE,  
HALL, MITCHELL,  
ROBERTS,  
YAKALIS, PETRO,  
PARKER,  
BEAUDRY

Accept the following letter(s) of Resignation:

1. Conner DeLavernge, Teacher Aide/Student Aide, effective December 15, 2022, for the purpose of accepting a Teaching Assistant position
2. Minnick Hall, Special Education Teacher, effective January 19, 2023
3. Angel Mitchell, Teacher Aide/Student Aide, effective January 28, 2023
4. Charles Roberts, Building Maintenance Mechanic, effective January 31, 2023
5. Thomas Yakalis, Custodial Worker, effective January 31, 2023
6. John Petro, Adult Literacy Teacher, effective February 4, 2023
7. Jennifer Parker, Environmental Conservation/Forestry Teacher, effective April 3, 2023, for the purpose of accepting the CTE & Academic Curriculum Coordinator position, effective April 3, 2023
8. Richard Beaudry, Teaching Assistant, effective May 1, 2023, for the purpose of accepting the Welding Teacher position, effective May 1, 2023.

LEAVE OF  
ABSENCE  
FORGET

Approve the following leave(s) of absence:

1. Autumn Forget, Teacher Aide/Student Aide, unpaid leave of absence, effective February 27, 2023 - February 26, 2024.

TENURE  
APPOINTMENT  
PALMER

Grant Tenure to the following person(s):

1. Roxana Palmer, Art Teacher, effective July 1, 2023

FOUR-YEAR  
PROBATIONARY  
APPOINTMENTS  
HUCHRO, FORD-  
CROGHAN,  
PARKER

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

1. Christopher Huchro (was temporary), Environmental Conservation & Forestry Teacher, Effective December 16, 2022
2. Susanne Ford-Croghan, School Library Systems Program Administrator, Effective January 19, 2023, Annualized Salary of \$85,850
3. Jennifer Parker, CTE & Academic Curriculum Coordinator, Effective April 3, 2023, Annualized Salary of \$71,973

(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  
ROSSELLI

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

1. Eric Rosselli, Building Maintenance Mechanic, Effective January 30, 2023, Annualized Salary of \$34,875

CIVIL SERVICE  
PROVISIONAL  
APPOINTMENT  
BOUSQUET,  
MILLER, BARTON

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

1. Olivia Bousquet, Publications Specialist, Effective January 17, 2023, Annualized Salary of \$44,423
2. Barrett Miller, School Lunch Manager, Effective January 30, 2023, Annualized Salary of \$45,000
3. Caleb Barton, Computer Specialist, Effective February 1, 2023, Annualized Salary of \$39,799

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

PERMANENT  
APPOINTMENTS  
BOKUS, HEAD

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

1. Madison Bokus, Teacher Aide/Student Aide, effective February 15, 2023
2. Tavin Head, Computer Specialist, effective February 21, 2023

TEMPORARY  
APPOINTMENTS  
MCCRAY,  
BEAUDRY

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

1. Janet McCray, Teaching Assistant (uncertified), Effective January 31, 2023 - June 30, 2023, Annualized Salary of \$26,062

2. Richard Beaudry, Welding Teacher (uncertified), Effective May 1, 2023 - June 30, 2023, Annualized Salary of 46,465

ADDITIONAL  
WORK

Approve the following Additional Work for the 2022-2023 School Year:

Continuation of normal workday duties. Hourly rate of pay  
Maegan Finley Not to exceed 20 hours

Shared Decision-Making Committee. Hourly rate of pay per collective bargaining agreement  
Krystal Jaquish

Stipend Positions. Compensation per collective bargaining agreement

Joan Hubbard	Employee Mentor
Jim Lavoie	Employee Mentor
Chelsea Benway	Employee Mentor
Maiya Giroux	Employee Mentor
Christopher Falvey	Employee Mentor
James Anderson	Employee Mentor
Angelina Waldron	Employee Mentor
Sara Spring	Employee Mentor

PART-TIME  
HOURLY  
APPOINTMENT

Approve the following Part-time hourly appointment for the 2022-23 school year:

Social Worker. \$50/hr  
Toni Perez

FACILITATOR(S)

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

Facilitators. \$30/hour  
Carlos Madan

SUBSTITUTES

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

<u>Name</u>	<u>Title</u>
Teri Calabrese-Gray	Administrator
Robert Cavanaugh	Teacher
Isabelle LeBrun	Teacher Aide/ Student Aide
Chelsea Sheridan	Teacher Aide/ Student Aide
Robert Cavanaugh	Teaching Assistant

VOLUNTEER

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

Volunteer  
Kenneth Boire

MEMORANDUM  
OF AGREEMENT  
CEWW BOCES &  
THE CVES  
ADMINISTRATIVE  
UNIT

Mr. Murdock moved, seconded by Mr. Harriman, Sr. that the Board approve the Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services Administrative Unit that acknowledges the addition of the Program Administrator position. All Board Members present voted yes—motion carried.

CTE PROGRAM  
APPROVALS

Mr. Murdock moved, seconded by Mrs. Hunter, that the Board certify the following program for Career & Technical Education, which may lead to a technical endorsement on a student's Regents diploma and will permit the awarding of academic credit for this program, contingent upon State Education Department approval:

	<u>Original Approval</u>	<u>Re-Approval</u>
Allied Health	2003	2008, 2013, 2018
Construction Trades	2003	2008, 2013, 2018
Culinary Arts Management	2013	2018
Electrical Design, Installation & Alternative Energy	2003	2008, 2013, 2018
Security and Law Enforcement	2003	2008, 2013, 2018

All Board Members present voted yes—motion carried.

ADOPT SCHOOL  
CALENDAR

Mr. Murdock moved, seconded by Mrs. Boise, that the Board adopt the school calendar for the following year as recommended by the CVES Component School District Calendar Committee: 2023-24. All Board Members present voted yes—motion carried.

OTHER

Dr. Davey recognized the individuals that received tenure appointments this evening, as well as Ms. Parker's appointment as CTE & Academic Curriculum Coordinator.

AMEND

Mrs. Hunter moved, seconded by Mrs. Boise, that the Board amend the following:

1. Amend the following temporary appointment that was approved at the September 14, 2022 Board meeting: Melissa Gough, Special Education Teacher, Annualized Salary: ~~\$46,465~~ **\$54,736**

2. Amend the following temporary appointment that was approved at the January 11, 2023 Board meeting: Cheryl Spoor, Special Education Teacher, Annualized Salary: ~~\$46,465~~ **\$54,260**

All Board Members present voted yes—motion carried.

LEAVE OF  
ABSENCE BOYEA

Mr. Harriman Sr. moved, seconded by Mrs. Boise, that the Board approve the following unpaid Leave(s) of Absence:

1. Sheilah Boyea, Teaching Assistant, unpaid leave of absence, effective January 30, 2023 - June 29, 2023 for the purpose of accepting a Temporary Teaching Position. All Board Members present voted yes—motion carried.

TEMPORARY  
APPOINTMENT  
BOYEA

Mr. St. Pierre moved, seconded by Mr. Harriman Sr., that the Board appoint the following person(s) to a Temporary Appointment as follows for the 2022-2023 school year:

1. Sheilah Boyea, Special Education Teacher, Effective January 30, 2023 – June 29, 2023, Annualized Salary of \$66,269. All Board Members present voted yes—motion carried.

CIVIL SERVICE  
PROVISIONAL  
APPOINTMENT  
MONETTE

Mrs. Saunders moved, seconded by Mrs. Hunter, that the Board appoint the following person(s) to a Civil Service Provisional appointment as follows:

1. Kelsey Monette (*Pending Fingerprint Clearance*), Personnel Specialist, Effective February 22, 2023, Annualized Salary of \$41,000. All Board Members present voted yes—motion carried.

APPROVAL TO  
ATTEND  
WORKSHOP/  
CONFERENCE

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

Leisa Boise, Lori Saunders

2023 BOCES Advocacy Day

March 1, 2023 Albany, NY (overnight accommodations needed)

All Board Members present voted yes—motion carried.

EMPLOYMENT  
AGREEMENT  
SCHOOL LUNCH  
MANAGER  
MILLER

Mr. Harriman Sr. moved, seconded by Mrs. Hunter, upon the recommendation of the District Superintendent, BE IT RESOLVED, that the Board Ratify the employment agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Barrett Miller, School Lunch Manager, effective January 30, 2023 - June 30, 2026. All Board Members present voted yes—motion carried.

AMENDMENT TO  
EMPLOYMENT  
AGREEMENT  
BELL

Mr. Harriman Sr. moved, seconded by Mrs. Saunders, upon the recommendation of the District Superintendent, BE IT RESOLVED, that the Board approve the Amendment to the Employment Agreement by and between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Eric Bell, effective July 1, 2022 through June 30, 2027. All Board Members present voted yes—motion carried.

AMENDMENT TO  
EMPLOYMENT  
AGREEMENT  
CAMPBELL

Mr. Harriman Sr. moved, seconded by Mrs. Boise, upon the recommendation of the District Superintendent, BE IT RESOLVED, that the Board approve the Amendment to the Employment Agreement by and between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and Amy Campbell, effective July 1, 2022 through June 30, 2026. All Board Members present voted yes—motion carried.

NEXT BOARD  
MEETING

The next Board meeting will be held on Wednesday, March 8, 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 8:29 p.m. All Board Members present voted yes—motion carried.

Meaghan R. [redacted], Board Clerk

## ENC. 2

### MEMO

To: Meaghan Rabideau, BOCES Board Clerk  
Clinton-Essex-Warren-Washington BOCES  
From: Angela Jennette, Claims Auditor  
Date: February 27, 2023  
Re: Report for Board Agenda for March 8, 2023, Meeting

The following warrant claims were reviewed from, Jan. 31, 2023, to, February 27, 2023:

<u>Warrant No. &amp; Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
-------------------------------	--------------------------	---------------------------

\*\*

W #32 - 02/02/2023	*Check Nos: 240983-241041** *Check Nos: 003108-003112 ACH Payments: ACH006712-ACH006788 WEX-ACH Payments: ACH00193-ACH00207	\$ 5,294,653.93
W #33 - 02/09/2023	*Check Nos: 241072** Check Nos: 241074-241124** Check Nos: 003113-003125 ACH Payments: ACH006789-ACH006816 ACH Payments: ACH000048 WEX-ACH Payments: ACH00208-ACH00237	\$ 1,211,444.37
W #34 - 02/16/2023	*Check Nos: 241127-241201** *Check Nos: 003126-003129 ACH Payments: ACH006817-ACH006897 WEX-ACH Payments: ACH00238-ACH00252	\$ 371,982.16
W #35 - 02/23/2022	*Check Nos: 241231-241287 *Check Nos: 003130-003131 ACH Payments: ACH006898-ACH006952 WEX-ACH Payments: ACH00253-ACH00261	\$ 454,535.06

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

**IRS-EFTPS:**

PR #16- Wire #941-013123- Warrant #32;  
PR #18- Wire #941-020323- Warrant #33  
PR #17- Wire #941-021523- Warrant #34

**NYS Promptax:**

PR #16- Wire #NYS-013123- Warrant #33;  
PR #17- Wire #NYS-021523- Warrant #35;

**Omni Financial Group:**

Wire #403B-ELENN- Warrant #32 ;  
PR #17- Wire #OMN-021523- Warrant #34;  
PR #19- Wire #OMN-022823- Warrant #35;  
PR#-Wire #-Warrant #;

**NYS Office of Comptroller ERS Retirement & Loans:**PR#15&16-Wire #ERS-JAN23-Warrant #32;

**Health Ins. Monthly:**

Wire #HINS-22023- Warrant #33;

**Worker Comp. Premium:**

Wire #WC-2223B- Warrant #32;

CC: Eric Bell  
Christine Myers

**FSA/HRA :** Wire #BEN-012523- Warrant #32  
Wire #BEN-012623- Warrant #32  
Wire #BEN-012723- Warrant #32  
Wire #BEN-013023- Warrant #32  
Wire #BEN-020123- Warrant #33  
Wire #BEN-020223- Warrant #33  
Wire #BEN-020323- Warrant #33  
Wire #BEN-020623- Warrant #33  
Wire #BEN-020923- Warrant #34  
Wire #BEN-021023- Warrant #34  
Wire #BEN-021323- Warrant #34  
  
Wire #BEN021423A- Warrant #35  
Wire #BEN021423B- Warrant #35  
Wire #BEN021423C- Warrant #35  
Wire #BEN-022123- Warrant #35

Wire #BEN012423A- Warrant #32  
Wire #BEN012423B- Warrant #32  
Wire #BEN012423C- Warrant #32

Wire #BEN013123A- Warrant #33  
Wire #BEN013123B- Warrant #33  
Wire #BEN013123C- Warrant #33

Wire #BEN020823A- Warrant #34  
Wire #BEN020823B- Warrant #34  
Wire #BEN020823C- Warrant #34  
Wire #BEN020823D- Warrant #34  
Wire #BEN021723A- Warrant #35  
Wire #BEN021723B- Warrant #35  
Wire #BEN021723C- Warrant #35

**Benefit Claims Acc. :** Wire #WEX-020223- Warrant #32;  
Wire #WEX-020923- Warrant #33  
Wire #WEX-021323- Warrant #34  
Wire #WEX-022323- Warrant #35

Ck & ACH's Listed Above

**Health Insurance Consortium Payments:**

2/6/23	\$ 1,481,968.48
2/13/23	\$ 1,281,690.40
2/21/23	\$ 1,746,961.31
2/27/23	\$ 2,892,637.01

**Benetech Workers Compensation Payments:**

2/8/23	\$ 35,387.63
2/23/23	\$ 24,181.99

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

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

*Angela J. Jaramila*

CC: Eric Bell  
Christine Myers

<u>Date</u>	<u>Warrant</u>	<u>Vendor #</u>	<u>Claim Audit Finding:</u>	<u>Summary Business Office Response:</u>	<u>Resolution/Options:</u>
02/01/23	Pending W#32	16444	Wrong vendor being paid out.	Vendor corrected.	Approved for final warrant.
02/01/23	Pending W#32	7772	Employee has direct deposit but being paid by check.	Separate accounting system for FSA/HRA management maintains direct deposit. All participants have to setup direct deposit in the separate management system to receive payments via this method.	Approved for final warrant.
02/01/23	Pending W#32	13460	Per Wellness Policy items not allowed without justification.	Justification obtained and noted.	Approved for final warrant.
02/02/23	Final W#32				
02/08/23	Pending W#33	15255	Missing employee signature.	Will obtain signature	\$5,294,653.93
02/08/23	Pending W#33	16020	Over 60 day travel submission.	Memo sent to employee.	Removed from final warrant.
02/08/23	Pending W#33	3014	Packing slip held for over a month before sending to Accounts Payable making payment late.	Delay from campus due to oversight. Office has been informed to send slips timely to accounts payable.	Approved for final warrant.
02/09/23	Final W#33				
02/15/23	Pending W#34	16779	Wrong coding.	Coding corrected.	\$1,211,444.37
02/15/23	Pending W#34	16845	Why are we doing 3 conference approval forms for the same conference of 3 employees.	It is currently not a requirement for conference approval request to be consolidated into one, so the 3 requests processed separately. Will discuss procedure with Treasurer.	Approved for final warrant.
02/15/23	Pending W#34	16525	Wrong coding.	Coding corrected.	Approved for final warrant.
02/16/23	Final W#34				
02/22/23	Pending W#35	16582	Incorrect mileage being claimed.	Will verify mileage.	\$371,982.16
02/22/23	Pending W#35	4593	Incorrect Purchase Order on schedule.	Corrected Purchase Order number.	Removed from final warrant.
02/22/23	Pending W#35	9659	Invoices over 3 months old.	Miscommunication in purchasing/accounts payable caused delay in processing of payment. Clarified and paid timely upon resolution.	Approved for final warrant.
02/23/23	Final W#35				\$454,535.06

**CLINTON-ESSEX-WARREN-WASHINGTON BOCES  
TREASURER'S REPORT - JANUARY 31, 2023**

I. SUMMARY OF ACCOUNT ACTIVITY <u>CHECKING ACCOUNTS</u>	Account Balances		Receipts		Disbursements		Account Balances		Receipts		Disbursements		Account Balances	
	December 31, 2022		January		January		January 31, 2023		Year To Date		Year To Date		January 31, 2023	
Depository														
General Fund	\$ 3,704,159.94	\$ 4,074,593.66	\$ 3,285,003.43	\$ 4,492,750.17	\$ 31,870,365.16	\$ 32,227,007.70	\$ 4,492,750.17	\$ 31,870,365.16	\$ 32,227,007.70	\$ 4,492,750.17	\$ 32,227,007.70	\$ 4,492,750.17	\$ 31,870,365.16	\$ 32,227,007.70
Special Aid Fund	\$ (868,199.48)	\$ 215,960.14	\$ 434,764.96	\$ (1,087,004.30)	\$ 1,477,137.31	\$ 2,025,751.48	\$ (1,087,004.30)	\$ 1,477,137.31	\$ 2,025,751.48	\$ (1,087,004.30)	\$ 2,025,751.48	\$ (1,087,004.30)	\$ 1,477,137.31	\$ 2,025,751.48
School Lunch Fund	\$ 92,431.81	\$ 10,895.51	\$ 28,624.04	\$ 74,703.28	\$ 180,809.48	\$ 177,662.32	\$ 74,703.28	\$ 180,809.48	\$ 177,662.32	\$ 74,703.28	\$ 177,662.32	\$ 74,703.28	\$ 180,809.48	\$ 177,662.32
Capital Fund	\$ 2,802,541.58	\$ 467,663.05	\$ 1,899.90	\$ 3,270,204.63	\$ 503,625.67	\$ 6,623,857.36	\$ 3,270,204.63	\$ 503,625.67	\$ 6,623,857.36	\$ 3,270,204.63	\$ 6,623,857.36	\$ 3,270,204.63	\$ 503,625.67	\$ 6,623,857.36
Special Revenue Fund (Excluding ExtraClassroom)	\$ 14,679.82	\$ 138.04	\$ 1,899.90	\$ 12,917.96	\$ 1,314.56	\$ 2,575.00	\$ 12,917.96	\$ 1,314.56	\$ 2,575.00	\$ 12,917.96	\$ 2,575.00	\$ 12,917.96	\$ 1,314.56	\$ 2,575.00
Custodial Fund	\$ 69,537.89	\$ 103,157.72	\$ 100,242.65	\$ 72,452.96	\$ 463,089.53	\$ 390,636.57	\$ 72,452.96	\$ 463,089.53	\$ 390,636.57	\$ 72,452.96	\$ 390,636.57	\$ 72,452.96	\$ 463,089.53	\$ 390,636.57
Operating														
General Fund	\$ 189,830.72	\$ 3,284,830.98	\$ 3,146,237.78	\$ 328,423.92	\$ 31,911,091.85	\$ 32,071,754.06	\$ 328,423.92	\$ 31,911,091.85	\$ 32,071,754.06	\$ 328,423.92	\$ 32,071,754.06	\$ 328,423.92	\$ 31,911,091.85	\$ 32,071,754.06
<u>SAVINGS ACCOUNTS</u>														
Capital Fund	\$ 6,020,680.59	\$ 21,000.23	\$ -	\$ 6,041,680.82	\$ 6,041,680.82	\$ -	\$ 6,041,680.82	\$ 6,041,680.82	\$ -	\$ 6,041,680.82	\$ -	\$ 6,041,680.82	\$ 6,041,680.82	\$ -
General Fund	\$ 2,007,091.00	\$ 7,000.77	\$ -	\$ 2,014,091.77	\$ 2,014,091.77	\$ -	\$ 2,014,091.77	\$ 2,014,091.77	\$ -	\$ 2,014,091.77	\$ -	\$ 2,014,091.77	\$ 2,014,091.77	\$ -
Special Revenue Fund	\$ 21,198.21	\$ 73.83	\$ -	\$ 21,272.04	\$ 1,023.40	\$ -	\$ 21,272.04	\$ 1,023.40	\$ -	\$ 21,272.04	\$ -	\$ 21,272.04	\$ 1,023.40	\$ -
<b>TOTAL FUNDS ON ACCOUNT</b>	<b>\$ 14,053,952.08</b>			<b>\$ 15,241,493.25</b>	<b>\$ 74,464,229.55</b>	<b>\$ 73,519,244.49</b>	<b>\$ 15,241,493.25</b>	<b>\$ 74,464,229.55</b>	<b>\$ 73,519,244.49</b>	<b>\$ 15,241,493.25</b>	<b>\$ 73,519,244.49</b>	<b>\$ 15,241,493.25</b>	<b>\$ 74,464,229.55</b>	<b>\$ 73,519,244.49</b>

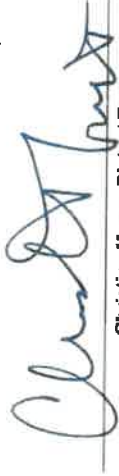
**II. RECONCILIATION TO BANK STATEMENTS**

TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 456,975.11	\$ 190.00	\$ (128,741.19)	\$ 328,423.92
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 5,765,436.66	\$ -	\$ -	\$ 5,765,436.66
TD BANK - MUNICIPAL CHECKING - CAPITAL PROJECT DEPOSITORY	\$ 998,135.08	\$ -	\$ -	\$ 998,135.08
TD BANK - MUNICIPAL CHECKING - BENEFIT PLAN CLAIMS	\$ 78,117.74	\$ -	\$ (5,664.78)	\$ 72,452.96
NYCLASS - SAVINGS, GENERAL FUND	\$ 2,014,091.77	\$ -	\$ -	\$ 2,014,091.77
NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT	\$ 6,041,680.82	\$ -	\$ -	\$ 6,041,680.82
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 916.29	\$ -	\$ -	\$ 916.29
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 713.42	\$ -	\$ -	\$ 713.42
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,792.82	\$ -	\$ -	\$ 11,792.82
NYCLASS - SAVINGS, DONALD W. COGSWELL SCHOLARSHIP	\$ 1,724.27	\$ -	\$ -	\$ 1,724.27
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 2.10	\$ -	\$ -	\$ 2.10
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 6,123.14	\$ -	\$ -	\$ 6,123.14

GENERAL FUND INTEREST RECEIVED 7/01/22 - 1/31/23  
CAPITAL FUND INTEREST RECEIVED 7/01/22 - 1/31/23

\$ 56,461.97  
\$ 76,637.49

PREPARED BY:



Christine Myers, District Treasurer

DATED:

2/28/23

TOTAL FUNDS ON ACCOUNT

\$ 15,241,493.25

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

FOR THE PERIOD 01/01/2023 TO 01/31/2023

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	5,209.94	3,079.00	8,288.94	0.00	8,288.94
SKILLS USA - MINEVILLE	569.55	794.27	2,306.28	3,100.55	318.69	2,781.86
NO. COUNTRY LOGGERS	342.97	342.97	0.00	342.97	0.00	342.97
REFLECTIONS	503.14	1,144.99	394.44	1,539.43	245.50	1,293.93
LPN CLASS	1,189.55	1,245.86	0.00	1,245.86	0.00	1,245.86
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	2,019.04	2,019.04	0.00	2,019.04
SALES TAX	13.36	161.72	188.54	350.26	0.10	350.16
TOTAL	8,265.54	10,079.72	7,987.30	18,067.02	564.29	17,502.73

  
COLBY SISKAVICH, EXTRACLASROOM TREASURER

2/22/23  
DATE

1/31/2023 Bank Balance	\$	18,066.92
Add: Deposits in Transit	\$	-
Less: Outstanding Checks	\$	(564.19)
1/31/2023 Balance on Hand	\$	17,502.73

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

**AGREEMENT** made this       day of       , 2023 by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and **The Living Arts Collaborative, Inc** with a place of business at **475 West 57<sup>th</sup> Street Apt 28 C2, New York, New York 10019** hereinafter be collectively referred to as "THE PARTIES".

BOCES desires to have certain services and activities described as follows: **The Living Arts Collaborative Performance** (hereinafter "SERVICES") as per performance fee at **Crown Point Central School** commencing on **March 15, 2023**, at a total cost of \$5000. This date may be rescheduled at the mutual consent of both parties.

**THE LIVING ARTS COLLABORATIVE** are qualified and, if required, licensed and/or certified to provide or render the SERVICES described above.

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

1.       **RETAINER: THE LIVING ARTS COLLABORATIVE** are hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above-listed date.
2.       **THE LIVING ARTS COLLABORATIVE** shall perform the SERVICES described above, all such SERVICES being the responsibility of **THE LIVING ARTS COLLABORATIVE**, and those in **THE LIVING ARTS COLLABORATIVE's** employ.
3.       **THE LIVING ARTS COLLABORATIVE** are free to devote their attention to the SERVICES as they see fit and are not required to perform the SERVICES during

particular hours, on particular days or at a particular location, unless otherwise noted.

4. **THE LIVING ARTS COLLABORATIVE** represents and warrants that neither **THE LIVING ARTS COLLABORATIVE** nor any of **THE LIVING ARTS COLLABORATIVE**'s employees, agents, or assigns performing **SERVICES** for BOCES pursuant to this **AGREEMENT** has been convicted of a felony.
5. **THE LIVING ARTS COLLABORATIVE** agrees to provide copies of all certifications and licenses required by law to undertake the **SERVICES** to be performed for BOCES pursuant to this **AGREEMENT**.
6. **THE LIVING ARTS COLLABORATIVE** shall provide the equipment, supplies, personnel, and other resources required to complete the **SERVICES**, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. **INSURANCE:** **THE LIVING ARTS COLLABORATIVE** agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I, prior to commencement of **SERVICES**. **THE LIVING ARTS COLLABORATIVE** acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.
8. **FEES AND CHARGES** BOCES will render payment within **30** days after receipt of **THE LIVING ARTS COLLABORATIVE**'s invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by **THE LIVING ARTS COLLABORATIVE** to the project.



9. **INDEPENDENT CONTRACTOR:** **THE LIVING ARTS COLLABORATIVE** are independent contractors, not an employee of BOCES and is not entitled to participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. **PUBLIC RETIREES:** **THE LIVING ARTS COLLABORATIVE** agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. **RESPONSIBILITY FOR TAXES:** BOCES will provide **THE LIVING ARTS COLLABORATIVE** with Internal Revenue Service Form 1099. **THE LIVING ARTS COLLABORATIVE** are responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. **PAYMENT:** Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed and a valid BOCES purchase order for SERVICES are conditions that must be met precedent to payment by BOCES. BOCES will render payment upon receipt of CONSULTANT/CONTRACTOR'S invoice or within 30 days after issuance of a BOCES purchase order, whichever condition occurs last.
13. **GOVERNING LAW:** This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any

other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.

14. **EXECUTORY CLAUSE:** BOCES shall have no liability under this AGREEMENT to **THE LIVING ARTS COLLABORATIVE** or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** This AGREEMENT will terminate upon submission by **THE LIVING ARTS COLLABORATIVE** of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of **THE LIVING ARTS COLLABORATIVE** to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules, or regulations by **THE LIVING ARTS COLLABORATIVE**.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this       day of       2023.

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

Date: February 22, 2023

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

(THE LIVING ARTS COLLABORATIVE)

By: \_\_\_\_\_  
Dr. Mark Davey, Superintendent

By:   
(Consultant/Independent Contractor)

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

**AGREEMENT  
BETWEEN  
THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES  
AND  
CLINTON ESSEX WARREN WASHINGTON BOCES**

This Agreement ("Agreement") is made by and between the New York State Department of Motor Vehicles, an Executive Agency of the State of New York, located at 6 Empire State Plaza, Albany, New York 12228 (hereinafter referred to as the "Department" or "DMV"), and Clinton Essex Warren Washington BOCES, a Board of Cooperative Education [llc/corp/etc], (hereinafter referred to as "AGENT"), having its principal office at 518 Rugar Street, Plattsburgh, New York 12901. DMV and AGENT may collectively be referred to herein as the "Parties".

In consideration of the foregoing, the Parties set forth their mutual agreement as follows:

1. **Program:** The Parties acknowledge that they enter into this Agreement for the purpose of participating in a program that permits AGENT to conduct commercial driver license (CDL) skills tests in representative vehicles for AGENT's employees or customers when such tests are required for applicants to obtain a class A, B, or C license, pursuant to New York Vehicle and Traffic Law (VTL) §§ 206, 502(4)(b), and 508(1) and 49 C.F.R. §383.75. The AGENT shall conduct such CDL skills tests in conformance with the terms hereof, the applicable provisions of the VTL and the United States Code, or regulations promulgated thereto and any amendments thereto, and the DMV's policies, practices, procedures, and directives as may be amended from time to time.
  - a. The scope of such agency shall be limited to the activities authorized by VTL §§ 206, 502(4)(b), and 508(1) and 49 C.F.R. §383.75. The use of the term "AGENT" herein shall under no circumstances impute any liability whatsoever to DMV or the State of New York for premises liability arising from the acts or omissions of AGENT, whether committed within or exceeding the scope of its agency. AGENT shall remain primarily and individually liable to the fullest extent of the law for any acts which exceed the scope of its agency, or for misrepresenting the scope of this agreement.
2. **Term:** This Agreement shall remain in effect, unless terminated under the provisions in this section.
  - a. **DMV's Right to Terminate Agreement:** The Parties acknowledge that the Department will proceed with the implementation, and then, continuation, of this Agreement, in DMV's sole discretion; and DMV reserves the absolute right to terminate this Agreement at any time, in DMV's sole discretion, in the best interests of the State, without incurring any liability on the part of DMV or the State for breach of contract.
  - b. **AGENT's Right to Terminate Agreement:** AGENT shall have the option to terminate this Agreement upon sixty (60) days' written notice to DMV. Such termination shall have no effect upon AGENT's liability arising from any acts or omissions committed by AGENT, its officers, employees, or subcontractors prior to termination, nor shall it affect any continuing obligations respecting recordkeeping and privacy protection.

3. **AGENT's CDL Skills Testing Requirements:** AGENT will conduct the same skills tests as those that would otherwise be given by the DMV using the same version of the skills tests, the same written instructions for test applicants, and the same scoring system and methods as those prescribed by the DMV consistent with 49 CFR Part 383.
- a. The vehicle inspection and basic control skills portions of the CDL skills test will be conducted on AGENT's premises at those sites explicitly inspected by DMV and whereby written pre-approval is provided by DMV.
    - i. DMV reserves the right to inspect and approve AGENT's testing area, making sure that such testing area complies with guidelines set forth by the American Association of Motor Vehicle Administrators (AAMVA) and provides sufficient clearance for safe inspection of test vehicles and the conduct of the basic control skills maneuvers.
    - ii. AGENT must not relocate, add, or close any testing area without prior written approval by the Department (such approval will not be unreasonably withheld). The Department requires a minimum of forty-five (45) days in which to process AGENT's request to relocate.
  - b. AGENT will conduct the on-road portion of the skills tests only on routes designed and approved by the DMV. AGENT will notify DMV whenever short-term route changes due to temporary factors, such as road closures, which require route adjustments.
  - c. AGENT will use DMV's Road Test System (RTS) to assign skills test examiners and schedule test appointments, score tests, and electronically transmit results for its employees or customers. AGENT shall at all times operate and maintain the RTS in accordance with the DMV's policies, practices, procedures and directives. AGENT shall provide security measures as prescribed by the Department to ensure that only its authorized employees have access to the RTS. AGENT shall strictly comply with the provisions of Appendix-B hereof, entitle "Standard Security Clauses for Sharing Data with External Entities."
  - d. AGENT will purchase through DMV and use the same testing equipment (tablet and printer) used by DMV examiners.
    - i. AGENT's skills test examiners must record test results using the RTS.
    - ii. In the event of RTS system outage or equipment failure, AGENT may use DMV-prescribed forms for recording test results. AGENT must send these results to DMV for entry in the DMV RTS.
    - iii. Within fifteen (15) days from the expiration or termination of this Agreement, the RTS devices must be made available to DMV so that DMV can delete all proprietary system software and data.
  - e. AGENT is responsible to reimburse DMV for procurement of the necessary RTS equipment through DMV's vendor(s) (such equipment permits examiners to record and print test results) as outlined in Table 1 below. DMV reserves the right to adjust the prices to offset corresponding contractual cost changes incurred by DMV. DMV will notify AGENT when such equipment needs to be modified, upgraded or replaced to comply with program changes as may be mandated by DMV;

TABLE 1	
Handheld Devices (per unit cost)	\$3,712
Thermal Printers (per unit cost)	\$696

- f. AGENT is responsible for procuring expendable supplies or consumables, such as batteries and printer paper, necessary for operation of the approved RTS equipment.
- g. AGENT is responsible for the cost of the required criminal background checks. The criminal background check will be submitted through the DMV's Originating Agency Identifier (ORI). The cost of the criminal background check is outlined in Table 2 below. DMV reserves the right to adjust the prices to offset corresponding contractual cost changes incurred by DMV.

TABLE 2	
Background Check	\$101.75

- h. Within fifteen (15) days from the expiration of this Agreement by expiration or termination, AGENT must return all DMV materials, including but not limited to tablets, printers, manuals, forms, guides, handouts, and aids, provided for use in administering CDL skills tests.
- i. **SURETY BOND:**
  - i. As set forth under 49 C.F.R §383.75(8)(v), AGENT, at its sole cost and expense, is required to initiate and maintain in full force and effect during the term of this Agreement and any extensions thereto, a surety bond for the benefit of the DMV in the amount of **Twenty Thousand Dollars (\$20,000.00)** to pay for retesting drivers in the event that AGENT or one or more of its examiners is involved in fraudulent activities related to conducting knowledge or skills testing for applicants, and such bond must be signed by one or more sureties licensed to conduct business in New York. Note: An AGENT that is a governmental entity is not required to maintain a bond.
  - ii. AGENT shall provide DMV with an original surety bond document prior to commencing any CDL skills testing under the terms hereof. AGENT shall also provide DMV with an original of any renewed or amended bond document no later than five (5) business days prior to the expiration of the current bond.
  - iii. AGENT shall remain primarily responsible for ensuring that the form and amount of the surety bond required hereunder at all times complies with the terms hereof.
  - iv. DMV reserves the right, at any time, to require AGENT to adjust the amount of its surety bond. In such event DMV shall notify AGENT of the required amount of bond coverage, and AGENT shall provide DMV with an original bond document in such adjusted amount no later than fifteen (15) days from the date DMV notifies AGENT of the required adjustment.
  - v. AGENT shall reimburse and remain liable to the DMV for payments made for re-testing drivers which exceeds the amount collected by DMV under such bond.

4. **AGENT's CDL Examiner Eligibility and Qualification Criteria:** All CDL skills test examiners must, at a minimum, meet the federal qualification and training standards described in 49 C.F.R. §384.228, and those required by DMV, as described in AppendixA of this Agreement.
- a. AGENT must only use CDL skills examiners who have successfully completed a formal CDL skills test examiner training course as prescribed by the DMV, have been certified by the DMV as a CDL skills examiner qualified to administer CDL skills tests, and who have successfully completed a refresher training course and examination every four years.
  - b. AGENT shall ensure that a certified CDL skills test examiner, who is also a CDL skills instructor as a part of AGENT's training program, is prohibited from administering a skills test to an applicant who received skills training by that skills test examiner; and any family members must be tested by another examiner.
  - c. In order to maintain the examiner's certification, each CDL skills test examiner must conduct skills test examinations for at least ten (10) different applicants per calendar year. In situations where that is not possible, CDL skills test examiners must take refresher training as prescribed by the DMV and conforming to 49 C.F.R. §384.228, and/or have a DMV examiner ride along to observe AGENT's examiners successfully administer at least one (1) skills test. The choice of one of the two alternatives described herein are at DMV's sole discretion. The DMV will revoke the skills testing certification of any examiner who does not meet the 10-test annual minimum, or one of the two alternatives described herein.
  - d. Based on fingerprint data, AGENT agrees to immediately remove any CDL skills examiner when notified of a disqualifying event occurring for that examiner, as described in Appendix-A of this Agreement.
5. **Compliance Monitoring:** AGENT must ensure that all its employees involved with this program comply with relevant Department policies & procedures, and AGENT must:
- a. Allow the Federal Motor Carrier Safety Administration (FMCSA), and the DMV to conduct random examinations, inspections, and audits of AGENT's records, facilities, and operations without prior notice;
  - b. Allow the DMV to do any of the following:
    - i. Have DMV employees covertly take the tests administered by AGENT, as if the State employee were a test applicant;
    - ii. Have DMV employees co-score along with AGENT's examiners, during CDL skills tests, to compare pass/fail results; or
    - iii. Have the DMV re-test a sample of drivers who were examined by the AGENT.
  - c. DMV reserves the right to take prompt and appropriate remedial action against AGENT or AGENT'S examiners/testers, which DMV deems in its sole discretion to be appropriate, for any failure to comply with State or Federal standards for the CDL testing program, or with any other terms of this Agreement;
  - d. In the event the RTS is inoperative, or AGENT is unable to upload road test scheduling data to the RTS, AGENT must submit a written schedule of its CDL skills testing appointments to the DMV no later than two business days prior to each test; and

- e. AGENT must maintain the following records at its principal place of business for the term of the Agreement, except as otherwise specified below, and for a period of six (6) years after the expiration of this Agreement by termination or otherwise. Such records must be made available to DMV for audit purposes during such record retention period:
  - i. A copy of the DMV issued certificate authorizing AGENT to administer a CDL skills testing program for Class A, B, and C commercial motor vehicles;
  - ii. A copy of each examiner's DMV issued certificate authorizing the examiner to administer CDL skills tests for Class A, B, and C commercial motor vehicles;
  - iii. A copy of this Agreement;
  - iv. A copy of each completed CDL skills test scoring sheet for the current year, and for the past two calendar years for every test scored on paper; v. A paper copy of AGENT's DMV-approved road test route(s); and
  - vi. A copy of each examiner's training record.
- f. AGENT consents to an exit audit to be performed by DMV, upon the expiration of this Agreement. AGENT shall fully cooperate with DMV in the performance of such audit.

**6. DMV Program Administration Requirements Under This Agreement: DMV will:**

- a. Issue to AGENT a CDL skills testing certificate, upon full execution of this Agreement;
- b. DMV will provide the necessary RTS equipment (such equipment is required to allow examiners to record and transmit test results). DMV will notify AGENT when such equipment needs to be modified, upgraded or replaced to comply with program changes as may be mandated by DMV. As set forth in paragraph 3(e) above, AGENT must reimburse DMV for procurement of the necessary RTS equipment;
- c. Ensure that AGENT receives maintenance and help desk support for RTS equipment;
- d. Establish and administer RTS user accounts for use by AGENT and AGENT's examiners;
- e. Provide AGENT with instructional materials for conducting, scoring, and recording test results, at no cost to AGENT;
- f. Validate results of all CDL skills test administered by AGENT pursuant to this Agreement. However, DMV reserves the right and sole discretion to invalidate any such tests which DMV determines to have been improperly administered, without recourse by AGENT;
- g. Provide examiner candidates with formal skills test examiner training for initial training, as prescribed in 49 C.F.R. §384.228, which will cover the five (5) units of training described in Paragraph (d) of 49 C.F.R. §384.228: (1) Introduction to CDL Licensing, (2) Overview of the CDL tests, (3) Vehicle inspection test, (4) Basic control skills testing, and (5) the Road test;
- h. Require an examiner candidate to successfully complete the formal skills test examiner training for initial training, as prescribed in 49 C.F.R. §384.228;
- i. Administer a certification examination which skills test examiners are required to successfully complete before the DMV will certify the examiners to administer CDL skills tests;

- j. Issue a skills testing certificate to each CDL skills test examiner, upon successful completion of a formal skills test examiner training course prescribed in 49 C.F.R. § 384.228;
  - k. Do one or more of the following for each CDL skills test examiner, at least once every two years:
    - i. Have DMV employees covertly take the tests administered by AGENT, as if the DMV employee were a test applicant;
    - ii. Have DMV employees co-score along with AGENT's examiners during CDL skills tests to compare pass/fail results; or
    - iii. Re-test a sample of drivers who were examined by AGENT to compare pass/fail results.
  - l. Require CDL test examiners to successfully complete a refresher training course and examination every four (4) years as a condition of maintaining their CDL test examiner certification. The refresher training course must cover at least the following:
    - i. The five (5) units of training described in Paragraph (d) of 49 C.F.R. §384.228: (1) Introduction to CDL Licensing, (2) Overview of the CDL tests, (3) Vehicle inspection test, (4) Basic control skills testing, and (5) the Road test;
    - ii. Any New York State specific material and information related to administering CDL knowledge and skills tests; and
    - iii. Any new Federal CDL regulations, updates to administering the tests, and new safety related equipment on the vehicles.
  - m. Conduct an on-site inspection of AGENT at least once every two (2) years, with a focus on examiners who have irregular results such as unusually high or low pass/fail rates;
  - n. Complete a nationwide criminal background check of all test examiners;
  - o. Maintain a record of the results of criminal background checks, as well as CDL examiner test trainings and certifications, of all CDL test examiners;
  - p. Rescind the certification to administer CDL tests of all test examiners who do not successfully complete the required refresher training every four (4) years, or do not pass the nationwide criminal background check;
  - q. Take prompt and appropriate remedial action against AGENT, if AGENT fails to comply with New York State or Federal standards for the CDL testing program, or with any other terms of this Agreement.
7. **Entire Agreement; Merger:** This Agreement incorporates by reference the terms of the following documents: Appendix-A ("Requirements for Non-DMV CDL Examiners Employed by Agents of the DMV"), Appendix-B ("Standard Security Clauses for Sharing Data with External Entities"), and Appendix-C ("Immigration Data Disclosure Certification). This Agreement constitutes the entire agreement between the parties pertaining to the subject matter described in this Agreement and supersedes all oral or written prior statements, representations, discussions, negotiations and agreements. No provisions in any purchase orders, or in any other business forms employed by or on behalf of either party in connection with the matters contemplated by this Agreement will affect the terms and conditions of this Agreement, and no supplement or amendment of this Agreement shall be binding, unless executed in writing by both parties and specifically referencing the supplementing or amendment of this Agreement. Any provision of this



Agreement found to be illegal or unenforceable shall be deemed severed, and the balance of this Agreement shall remain in full force and effect.

8. **Controlling Law/Jurisdiction:** Without regard to any conflicts of law principles, this Agreement and all controversies concerning the Agreement shall be governed by the laws of the State of New York, except where the Federal supremacy clause requires otherwise, and actions, controversies or proceedings arising from this Agreement shall be heard in a court of competent jurisdiction in the State of New York.
9. **Severability:** Should any one or more of the provisions of this Agreement be determined by a court of competent jurisdiction to be illegal or unenforceable, such term shall be amended to so conform, or in the event that it cannot be so amended it shall be deleted, and all remaining provisions of this Agreement shall remain in full force and effect, unless the provision so stricken renders the Agreement unenforceable or otherwise frustrates the purpose of the Agreement. In which case, the Agreement shall be terminable by mutual consent of the Parties. If an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.
10. **Communications:** All communications concerning this Agreement must be directed to the following representatives of the Parties:
  - a. **DMV:**

NAME:  
 Craig Mingle  
 Department of Motor  
 Vehicles                      6 Empire State Plaza  
 Albany, New York 12228

Tele.:  
 Fax:  
 Email:
  - b. **AGENT:**

NAME:  
 \_\_\_\_\_

ADDRESS:  
 \_\_\_\_\_  
 \_\_\_\_\_, NY \_\_\_\_\_

Tele:  
 Fax:  
 Email:
11. **No waiver, alteration or modification:** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless made in writing and executed by duly authorized representatives of the Parties.

12. **Assignment:** The AGENT shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract.
13. **Subcontracting:** Subcontracting shall not be permitted under any circumstances.
14. **Compliance with Laws:** In performing its obligations under this Agreement, the AGENT shall comply with all applicable federal, state, and local statutes, ordinances, regulations, and rules, including, but not limited to, laws regulating the terms and conditions of employment, building and fire codes, zoning laws, privacy, public building requirements for use by the handicapped, and occupational safety and health rules. AGENT shall also comply with all applicable non-discrimination statutes, regulations and Executive Orders, and all New York State and Department policies and procedures.
15. **Non-Exclusive Rights:** The Department reserves the right to deputize other agents, and to enter into the same or similar Agreements with other organizations, at any time it deems appropriate.
16. **Compliance with DMV policies, Practices, Procedures and Directives:** AGENT shall ensure that all of its employees involved with this program comply with Department policies, practices, & procedures, and directives as may be amended from time to time.
17. **Third-Party Claims:** No person, other than the parties to the Agreement, has any right to assert a claim or seek a remedy hereunder.
18. **Executive Order No. 177, Prohibiting State Contracts that Support Discrimination:** New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Pursuant to Executive Order No. 177 of the Governor of the State of New York, DMV will not do business with entities that promote or tolerate discrimination or infringement on civil rights of New Yorkers and direct State entities.  
  
AGENT must ensure that it is free from institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected status.  
  
Failure to conform to this requirement may, in DMV's discretion, be treated as a material breach of contract for which DMV shall be entitled to terminate the Contract without incurring liability for breach thereof upon the part of the State of New York or DMV.
19. **Fees:** Any fees collected by the AGENT must be in compliance with VTL §206. No fee in addition to the fees prescribed by law shall be charged by the AGENT unless such has been approved by the DMV. License Private Service Bureaus may collect additional fees for their services.
20. **Indemnification:** AGENT's obligation of indemnification and holding harmless specified hereunder shall survive the expiration of the Agreement by termination or otherwise. AGENT shall remain primarily liable for the actions of its employees, officers, agents and sub-contractors in the performance of the services hereunder. AGENT shall indemnify, keep and hold harmless the State of New York, its agents, officials and employees, from any and all claims for injury or damage to person or property, deaths, losses, damages, suits arising out of the service to be performed under the Agreement, including negligence,

active or passive, or wrongful or improper conduct of the AGENT, its officers, employees, agents, or sub-contractors.

21. **Driver's Privacy Protection Act & New York State Information Security Breach and Notification Act:** By signing the Agreement, the AGENT acknowledges that all DMV records containing personal information, as well as DMV-related processing information, is confidential and is the property of the Department and the State of New York, and should such information be used improperly, or become compromised the AGENT may be held liable for violating the federal Driver's Privacy Protection Act of 1994 (DPPA) (18 U.S.C. §2721, et seq.), and the New York State Information Security Breach and Notification Act (ISBNA) (General Business Law, §899-aa; State Technology Law, §208), and may be required to indemnify DMV for any such violation.

AGENT must report suspected or confirmed violations of the DPPA or ISBNA to DMV's Risk Management Office via email at: [nysdmvRiskManagement@dmv.ny.gov](mailto:nysdmvRiskManagement@dmv.ny.gov)

DPPA. A person who knowingly violates the DPPA shall be subject to criminal fines and liability for civil remedies. AGENT shall indemnify and hold harmless New York State, its employees and agents, from and against any claims, demands, loss, damage or expense related solely to a knowing violation of the DPPA committed by AGENT, its employees, officers, agents or sub-contractors. AGENT shall indemnify the Department and the State of New York even if AGENT did not have knowledge of such violation of the DPPA by its officers, employees, agents, or sub-contractors at the time such violation occurred.

ISBNA. AGENT shall be responsible for complying with the provisions of the ISBNA with respect to any private information (as defined in the ISBNA) received by AGENT its officers, employees, agents, or sub-contractors. In the event of a breach of security, AGENT shall immediately commence an investigation, in cooperation with DMV, to determine the scope of the breach, and AGENT shall assist DMV in restoring the security of the related system in order to prevent any further breaches. AGENT shall notify DMV of any breach of security immediately following discovery of such breach.

Under the ISBNA, DMV is required to notify any individuals whose records have been accessed for unauthorized purposes from a system maintained by DMV.

In furtherance of the investigation of any breach of the ISBNA, the AGENT must receive written authorization from DMV prior to providing notice of such breach to any other entity. AGENT shall be responsible for all costs associated with providing notices required under the ISBNA. The Agreement shall not impair the authority of the New York State Office of the Attorney General (OAG) to bring an action against AGENT to enforce the provisions of the ISBNA, or limit AGENT's liability for any violations of the ISBNA. Additional information concerning the ISBNA and the notification process is available at: the NYS Office of Information Technology Services website at: <https://its.ny.gov/eiso/breach-notification>.

**IN WITNESS WHEREOF** the Parties hereby execute this Agreement by their duly authorized representatives.



<b>APPENDIX-A: REQUIREMENTS FOR NON-DMV CDL EXAMINERS EMPLOYED BY AGENTS OF THE DMV</b>
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Candidate examiners nominated by approved AGENTS of the Department must meet the minimum qualifications described below, prior to acceptance for training. Candidates must apply through the AGENT's organization, to the Department, on forms designated by the Department. In order to qualify, candidates must:

1. have graduated from high school, or have earned a high school equivalency diploma;
2. be at least twenty-one (21) years of age, and have at least three years of experience in driving a motor vehicle;
3. hold a valid driver license;
4. have a driving record that indicates the applicant is competent to safely operate a motor vehicle;
  - a. have not had a driver's license suspended, revoked, denied, cancelled, or have been found to be disqualified, or been subjected to a driver's license sanction ordered by the Department or a court, during the three-year period preceding application;
5. submit to fingerprinting, and a nationwide criminal background investigation pursuant to 49 C.F.R. §384.228(g) and (h);
  - a. Criteria for *not* passing the criminal background check shall include at least the following: any felony conviction within the last ten (10) years; or any conviction involving fraudulent activities (\* NOTE: any disqualifying criminal conviction shall be subject to review consistent with Article 23-A of the NYS Corrections Law).
6. have not had a conviction or administrative license action for any of the following violations under the laws of New York State or a local ordinance or a law or local ordinance of another jurisdiction substantially similar to the laws of New York State, during the threeyear period preceding application:
  - a. operating a vehicle while intoxicated;
  - b. refusal to submit to a blood alcohol or breath;
  - c. failure to stop and provide identification and information after a personal injury or property damage accident;
  - d. driving without insurance;
  - e. a felony\*.

After the Department approves an examiner candidate's applications, the candidate must successfully complete federally-approved examiner training and pass a test, both administered by the Department, in order to qualify for certification by the Department.



NEW YORK  
STATE OF  
OPPORTUNITY

Department of  
Motor Vehicles

## Appendix-B:

# STANDARD SECURITY CLAUSES FOR SHARING DATA WITH EXTERNAL ENTITIES

**The terms of this Appendix have been incorporated into an agreement between the New York State Department of Motor Vehicles and the recipient of DMV data. The Parties to the Agreement shall comply with the applicable provisions hereof, to the extent not superseded by federal law.**

All data to which \_\_\_\_\_ (“Recipient”) will be provided is proprietary to DMV. Such data shall hereinafter be referred to as “DMV data”. Recipient will safeguard all DMV data and resources to which it is granted access. Such safeguards must provide a level of protection of DMV data which is at least equivalent to those provided under Information Technology Services (ITS) Information Security Policy NYS-P03-002, and its associated standards, and comports with industry standards for such engagements.

1. Recipient agrees to limit its use of DMV data to the purpose of fulfilling Recipient’s obligations arising under the terms of this Agreement, and for no other purpose, unless expressly authorized to do so by DMV.
2. Recipient must protect DMV data that is in Recipient’s possession, or under its control from unauthorized access, disclosure, or dissemination.
3. DMV data includes information that is:
  - provided by DMV which is marked “Confidential”;
  - defined as “Personal, Private and Sensitive Information” (PPSI);
  - not expressly granted for public disclosure or dissemination;
  - protected by law from disclosure or dissemination;
  - concerning DMV’s infrastructure; and,
  - pertinent to an ongoing investigation.
4. Recipient must not permit DMV data to be copied or shared with anyone outside of the Recipient’s organization, unless expressly authorized by DMV; and must limit access to, and use of, DMV data to individuals who require access for the purpose of fulfilling Recipient’s obligations arising under the terms of this Agreement.

5. Recipient must ensure that all DMV data remains within the contiguous United States (CONUS). Any DMV data stored, or acted upon, must be located solely in data centers within CONUS. Recipient must ensure that services which directly or indirectly access DMV data are performed only from locations within CONUS. Anything created by the Contractor as part of this project is the property of DMV and is subject to the same provisions for data created by DMV and utilized by the Contractor.
6. Recipient must cooperate with DMV in the review of Recipient's data control processes employed for the protection of DMV data.
7. In the event that Recipient confirms or suspects the unauthorized use or access of DMV data or resources provided hereunder, Recipient agrees to promptly notify DMV's Risk Management Office via email at: [nysdmvRiskManagement@dmv.ny.gov](mailto:nysdmvRiskManagement@dmv.ny.gov)
8. Recipient acknowledges that it understands and must comply with laws concerning the loss, misappropriation, compromise, or misuse of protected data provided hereunder, including:
  - a) the federal Driver's Privacy Protection Act of 1994 (DPPA) (18 U.S.C. §2721, et seq.), and
  - b) the New York State Information Security Breach and Notification Act (ISBNA) (General Business Law, §899-aa; State Technology Law, §208).
9. In the event that the security of personal information is breached in violation of the ISBNA, from a system maintained by Recipient, then the Recipient shall be responsible for providing notice of breach to the person(s) to whom such information pertains. In the event that Recipient is authorized to share such information with another entity, Recipient must hold its recipient responsible for providing such notice. Prior approval from DMV is required before any notifications are made to such persons.
10. Recipient must take appropriate measures to advise pertinent staff members of the penalties associated with unauthorized access, use, or dissemination of protected data.
11. Recipient agrees to comply with DMV's instructions for the secure disposal of agreementrelated electronic or hard copy files in Recipient's possession upon expiration of the term of this Agreement.
12. The following provisions apply to circumstances when Recipient or its subcontractors make use of resources provided by DMV:
  - a) **Personal Computers (PCs):** DMV-provided PCs must only be used for activities related to official assignments and/or job responsibilities. Recipient is responsible for the use, protection, security and care of all DMV owned personal computers (PCs) and related equipment assigned to them by DMV.
    - a. DMV-provided PCs, including laptops, monitors, printers, hardware, peripherals, commercially licensed software, files, programs, and data, are the property of New

York State. DMV reserves the right to access or audit PCs, storage drives and removable media, and the information contained therein.

- b. Recipient must comply with the following restrictions when using DMV-provided PCs:

- i. Protect against unauthorized access when the PC is left unattended by locking it, or logging-off;
- ii. Log-off the PC at the end of the workday, to ensure that the power remains on;
- iii. Do not leave a laptop unattended or unsecured;
- iv. Do not move the PC or related equipment to another location without approval from NYS Office of Information Technology Services;
- v. Do not modify or repair any PC or related equipment without prior approval from NYS Office of Information Technology Services; and,
- vi. Do not connect any hardware that is not expressly approved by DMV. Recipient must contact NYS Office of Information Technology Services for a list of approved hardware.

- b) **Software:** Only software that is approved by NYS Office of Information Technology Services may be installed on DMV-provided PCs. Recipient must abide by all software license agreements. Non-work related software (e.g. games or music downloading programs) must not be installed or used on DMV PCs. Recipient must not install DMV-owned software or programs on a non-DMV-owned PC, unless expressly approved by NYS Office of Information Technology Services.

- c) **Internet:** DMV-provided Internet access must only be used for activities related to official assignments and/or job responsibilities. Recipient must employ reasonable precautions, including safeguarding and changing passwords, to prevent the unauthorized use of their DMV provided internet account by anyone else. Recipient must not access third-party internet service providers and webmail accounts (e.g., checking a personal email account on AOL), unless expressly authorized by NYS Office of Information Technology Services.

- d) **Network:** Recipient must limit the use of the DMV network to activities related to official assignments and/or job responsibilities.

- e) **Email:** Recipient must limit the use of DMV email accounts to activities related to official assignments and/or job responsibilities.

- a. Recipient must use secure email service methods, which comply with industry standards, when sending DMV data. Recipient is not authorized to use thirdparty sites, e.g., Dropbox, to transmit DMV data.

13. Recipient agrees to continuing cooperation with DMV in response to developing security vulnerabilities.



**APPENDIX - C: IMMIGRATION DATA DISCLOSURE CERTIFICATION**

The Recipient hereby certifies to the commissioner that if it receives or has access to records or information from the department, that the Recipient shall not:

- (i) use such records or information for civil immigration purposes; or
- (ii) disclose such records or information to any agency that primarily enforces immigration law or to any employee or agent of any such agency unless such disclosure is pursuant to a cooperative arrangement between city, state and federal agencies which arrangement does not enforce immigration law and which disclosure is limited to the specific records or information being sought pursuant to such arrangement.

In addition to any records required to be kept pursuant to subdivision (c) of section 2721 of title 18 of the United States code, the Recipient acknowledges that it shall keep for a period of five years records of all uses and identifying each person or entity that primarily enforces immigration law that received department records or information from such certifying person or entity. Such records shall be maintained in a manner and form prescribed by the commissioner and shall be available for inspection by the commissioner or his or her designee upon his or her request.

Recipient:

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

Title:

Date: \_\_\_\_\_, 22\_\_

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

**AGREEMENT** by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1443 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and Be a Hero LLC (hereinafter "SWEETHEARTS AND HEROES"), with an office and place of business at 38 N. Main Street, STE 233, St. Albans, VT 05478, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows:

- 13 Pillows for Affective Teachers with Circle Training as per performance at CVES Conference Center at 1443 Military Turnpike on July 10 through July 13, 2023. The total cost of this training will not exceed \$65,500. The training day will begin at 9:00 a.m. and end at 2:30 p.m.,
- North Country Regional Circle Training as per performance at CVES Conference Center at 1443 Military Turnpike on July 19 and July 20, 2023. The total cost of this training will not exceed \$35,700. The training day will begin at 9:00 a.m. and end at 2:30 p.m.
- Student/Teacher Circle Training as per performance at CVES Conference Center at 1443 Military Turnpike on July 31 and Aug 1, 2023. The total cost of this training will not exceed \$35,700. The training day will begin at 9:00 a.m. and end at 2:30 p.m.
- 13 Pillows for Affective Administrators with Circle Training as per performance at CVES Conference Center at 1443 Military Turnpike on August 2 and August 3, 2023. The total cost of this training will not exceed \$35,700. The training day will begin at 9:00 a.m. and end at 2:30 p.m.

Hereinafter the above trainings, also detailed on the attached SCHEDULE A, will be collectively referred to as SERVICES. SERVICES dates and times may be rearranged at the mutual consent of THE PARTIES. SERVICES costs may be reduced by mutual agreement between BOCES and SWEETHEARTS AND HEROES. BOCES reserves the right to cancel all or any of SERVICES training sessions at no cost to BOCES if BOCES deems that it is not fiscally prudent to proceed.

SWEETHEARTS AND HEROES is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. **RETAINER:** SWEETHEARTS AND HEROES is hereby retained by BOCES as an independent contractor. The term of this AGREEMENT shall begin on or about the above date and continue through and include the above listed date.
2. SWEETHEARTS AND HEROES shall perform the SERVICES described above, all such SERVICES being the responsibility of

**SWEETHEARTS AND HEROES and those in SWEETHEARTS AND HEROES employ.**

3. **SWEETHEARTS AND HEROES is free to devote her attention to the SERVICES as they see fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.**
4. **SWEETHEARTS AND HEROES represents and warrants that neither SWEETHEARTS AND HEROES nor any of SWEETHEARTS AND HEROES employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.**
5. **SWEETHEARTS AND HEROES agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agrees to provide BOCES with a minimum of two (2) business references.**
6. **SWEETHEARTS AND HEROES shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.**
7. **INSURANCE: SWEETHEARTS AND HEROES agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Attachment I prior to commencement of SERVICES. SWEETHEARTS AND HEROES acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.**
8. **FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. SWEETHEARTS AND HEROES fee shall be all inclusive and shall not exceed the amounts detailed in Schedule A, or those mutually agreed upon by BOCES AND SWEETHEARTS AND HEROES, and paid as follows: BOCES will render payment within 30 days after receipt of SWEETHEARTS AND HEROES invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by SWEETHEARTS AND HEROES to the project.**
9. **INDEPENDENT CONTRACTOR: SWEETHEARTS AND HEROES is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.**

10. **PUBLIC RETIREES:** SWEETHEARTS AND HEROES agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. **RESPONSIBILITY FOR TAXES:** BOCES will provide SWEETHEARTS AND HEROES with Internal Revenue Service Form 1099. SWEETHEARTS AND HEROES is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. **PAYMENT:** Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by BOCES.
13. **GOVERNING LAW:** This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.
14. **EXECUTORY CLAUSE:** BOCES shall have no liability under this AGREEMENT to SWEETHEARTS AND HEROES or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. **TERMINATION:** This AGREEMENT will terminate upon submission by SWEETHEARTS AND HEROES of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of SWEETHEARTS AND HEROES to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by SWEETHEARTS AND HEROES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this  
\_\_\_\_\_ day of \_\_\_\_\_ 2023.

Date: \_\_\_\_\_  
Clinton-Essex-Warren-Washington  
Board of Cooperative Educational Services

Date: 2/16/2023  
SWEETHEARTS AND HEROES

By: \_\_\_\_\_  
Mark C. Davey  
Superintendent

By:   
SWEETHEARTS AND HEROES

Date: \_\_\_\_\_  
Clinton-Essex-Warren-Washington  
Board of Cooperative Educational Services

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

## **SCHEDULE A**

### **Schedule of Fees and Charges**

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

Dates of Service	Workshops	Times	Other Costs (Travel, etc)	Cost
July 10 through July 13, 2023	13 Pillows for Affective Teachers with Circle Training	9:00 AM – 2:30 PM	Cost is inclusive of travel and other workshop related costs	\$65,500*
July 19 and July 20, 2023	North Country Regional Circle Training	9:00 AM – 2:30 PM	Cost is inclusive of travel and other workshop related costs	\$35,700*
July 31 and August 1, 2023	Student/Teacher Circle Training	9:00 AM – 2:30 PM	Cost is inclusive of travel and other workshop related costs	\$35,700*
August 2 and August 3, 2023	13 Pillows for Affective Administrators with Circle Training	9:00 AM – 2:30 PM	Cost is inclusive of travel and other workshop related costs	\$35,700*

\*Costs are the maximum that will be charged per workshop. Adjustments to costs can be made by mutual agreement between CEWW BOCES and SWEETHEARTS AND HEROES.



## CENTRAL ADMINISTRATION

518-561-0100

District Office	FAX 518-562-1471
Management Services	FAX 518-561-9382
Employee Services	FAX 518-324-6612

### CVES MISSION

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

## INSURANCE AGREEMENT – PROFESSIONAL CONSULTANTS

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



*Over 50 Years of Serving the Public*

February 9, 2023

To the Audit Committee of the Board of Education  
Clinton-Essex-Warren-Washington Counties  
Board of Cooperative Educational Services  
PO Box 455  
518 Rugar Street  
Plattsburgh, NY 12901

We are pleased to confirm our understanding of the services we are to provide for Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services (BOCES) for the year ended June 30, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the BOCES' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the BOCES' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedules of Revenues, Expenditures and Changes in Fund Balance – Budget (Non-GAAP Basis) and Actual – General
- 3) Schedule of Funding Progress – Changes in Total Other Post-employment Benefits Liability and Related Ratios.
- 4) Schedule of the Local Government's Proportionate Share of the Net Pension Liability.
- 5) Schedule of Local Government Contributions.



We have also been engaged to report on supplementary information other than RSI that accompanies BOCES' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Analysis of Account A431 – School Districts.
- 3) Schedule of Revenues, Expenditures and Encumbrances – Compared to Budget – General Fund.
- 4) Schedule of Capital Projects Fund – Project Expenditures and Financing Resources
- 5) Net Investments in Capital Assets.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the BOCES' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the BOCES' major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the BOCES' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the BOCES in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

To the Audit Committee of the Board of Education  
Clinton-Essex-Warren-Washington Counties  
Board of Cooperative Educational Services  
Page Seven

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents or invoices selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of WEST & Company CPAs PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of WEST & Company CPAs PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulators and agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

To ensure that WEST & Company CPAs PC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partners before entering into any substantive employment discussions with any of our personnel.

Amy M. Pedrick, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 17, 2023 and to issue our reports no later than October 15, 2023.

To the Audit Committee of the Board of Education  
Clinton-Essex-Warren-Washington Counties  
Board of Cooperative Educational Services  
Page Eight

Our fee for these services will not exceed \$16,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the President and other members of the Board of Education of Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

WEST & COMPANY CPAs PC

Amy M. Pedrick, CPA

To the Audit Committee of the Board of Education  
Clinton-Essex-Warren-Washington Counties  
Board of Cooperative Educational Services  
Page Nine

RESPONSE:

This letter correctly sets forth the understanding of Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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





CERTIFIED PUBLIC ACCOUNTANTS  
BUSINESS CONSULTANTS

## Report on the Firm's System of Quality Control

January 26, 2021

To the Shareholders of WEST & Company CPAs PC and the Peer Review Committee of the Pennsylvania Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of WEST & Company CPAs PC (the firm) in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; and an audit of employee benefit plan. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of WEST & Company CPAs PC in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. WEST & Company CPAs PC has received a peer review rating of *pass*.

  
SciArabba Walker & Co., LLP

410 East Upland Road  
Ithaca, New York 14850  
607-272-5550 / 607-273-6357 (Fax)

[www.swcllp.com](http://www.swcllp.com)

### **ENC. 13**

Recommend that the Board adjust the following Tenure Appointment from four-years to three-years to the following individual, due to prior Tenure as an Administrator:

1. Name: Amy Campbell

Tenure Area: Assistant Superintendent for Educational Services

Position: Assistant Superintendent for Educational Services

Effective Date: June 14, 2021

Tentative Tenure Date: ~~June 14, 2025~~ **June 14, 2024**

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

1. Name: Toni Perez

Tenure Area: School Social Worker

Position: School Social Worker

Effective Date: February 20, 2023

Tentative Tenure Date: February 20, 2026

Annualized Salary: \$75,000

Certification Status: School Social Worker, Permanent Certificate

### **ENC. 14**

Recommend that the Board appoint the following person(s) to a 26-week Civil Service Probationary appointment as follows:

1. Name: Amanda Buskey \*was provisional

Position: Education Grant Specialist

Effective Date: February 2, 2023

Tentative Permanent Date: August 3, 2023

2. Name: Brianna Burnham \*was provisional

Position: Education Grant Specialist

Effective Date: February 2, 2023

Tentative Permanent Date: August 3, 2023

3. Name: Erin Keefe \*was provisional

Position: Personnel Specialist (Schools)

Effective Date: February 14, 2023

Tentative Permanent Date: August 15, 2023

4. Name: Laura Sterling \*was provisional

Position: Personnel Specialist (Schools)

Effective Date: February 14, 2023

Tentative Permanent Date: August 15, 2023

## **ENC. 14 CONTINUED**

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

1. Name: Michael Grems  
Position: Teacher Aide/ Student Aide  
Effective Date: February 14, 2023  
Tentative Permanent Date: February 14, 2024  
Annualized Salary: \$20,266

2. Name: Peter Blackburn  
Position: Teacher Aide/ Student Aide  
Effective Date: February 14, 2023  
Tentative Permanent Date: February 14, 2024  
Annualized Salary: \$20,266

3. Name: Amanda St. Hilaire  
Position: Teacher Aide/ Student Aide  
Effective Date: February 28, 2023  
Tentative Permanent Date: February 28, 2024  
Annualized Salary: \$20,266

4. Name: Austin Martin  
Position: Custodial Worker  
Effective Date: March 6, 2023  
Tentative Permanent Date: March 6, 2024  
Annualized Salary: \$32,876

5. Name: Mary Martineau  
Position: Teacher Aide/ Student Aide  
Effective Date: March 7, 2023  
Tentative Permanent Date: March 7, 2024  
Annualized Salary: \$20,266

## **ENC. 15**

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

1. Name: Rene Sprague  
Position: Adult Literacy Teacher  
Effective Date: March 1, 2023 - June 30, 2023  
Certification Status: Uncertified  
Annualized Salary: \$46,465

## **ENC. 16**

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

Facilitators, \$30/hour  
Tom Aubin  
Hilary Eilers

## **ENC. 17**

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>
Danielle Sherman	School Nurse
Tom Aubin	Teacher
Tom Aubin	Teaching Assistant

## **ENC. 18**

Board Reports (attached)

**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:** February 27, 2023

**RE:** **March 2023 Board Report**

February is a short month, but a lot of action has been happening in School Support Services. Our staff continue to provide much-needed services to our component districts while preparing for future needs. We are proud of our ability to focus on our current work while planning for the days ahead.

**INSTRUCTIONAL SERVICES UPDATES**

**Health, Safety, Risk Management**

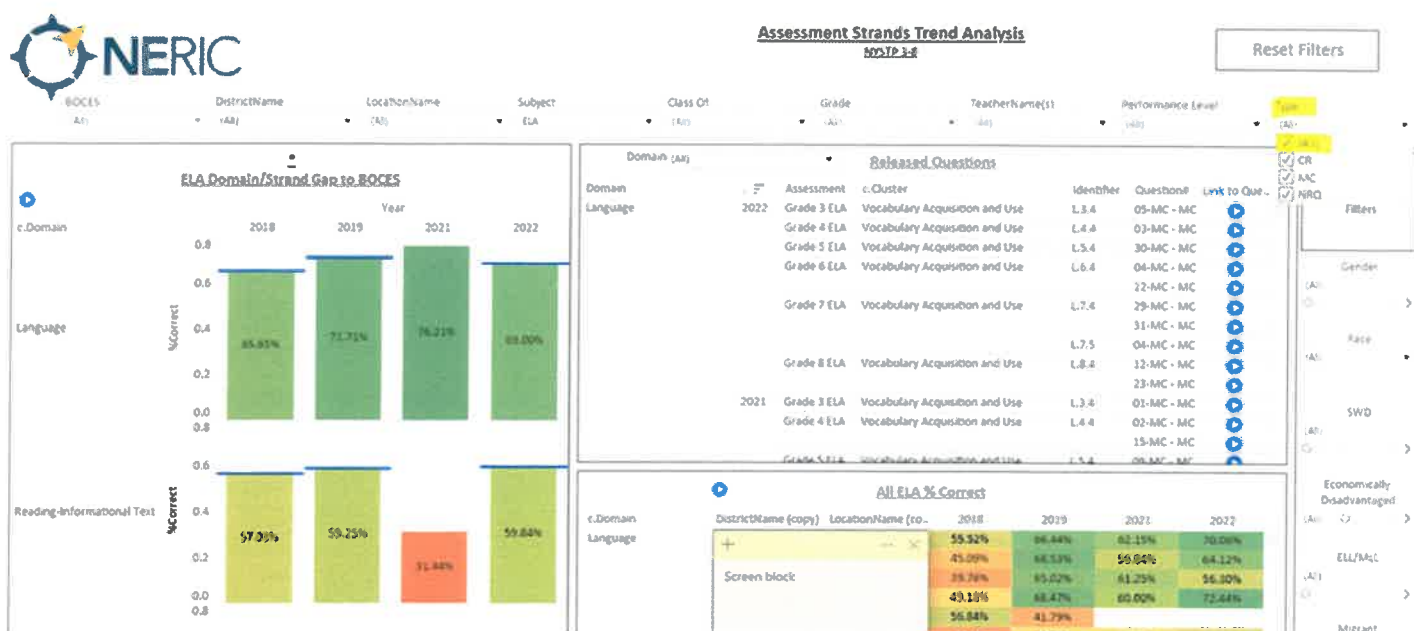
Tom Smith, our Health, Safety, Risk Management Specialist has begun the Codes Enforcement training. This in-depth training meeting regularly throughout late winter and early spring will qualify Tom to do inspections that had previously been done by our previous HSRM Specialist. Tom completed qualitative fit testing of N-95 masks for nurses in Putnam and Ticonderoga and is scheduling time to provide this service to other districts. A new training requirement is the Reasonable Suspicion training for drug and alcohol suspicion through the drug and alcohol clearing house at Jeff-Lewis BOCES. This is needed if we ever must send one of our drivers for testing due to suspecting they are under the influence. Tom attended the AESHP/Emergency Management Academy at Putnam-Northern Westchester BOCES. In addition, Tom is working with the Director of Facilities to conduct lead testing and establishing the necessary credentials to report that testing. Our Mineville Campus six-month AHERA visual inspection was also completed this month.

**Model Schools**

Our facilitator has been working closely with Michelle Lawrence and Susanne Ford-Croghan to develop our regional workshop on the Computer Science and Digital Fluency Standards. These new standards are being implemented K-12. The next Models Schools Liaison Meeting on March 28, 2023.

## Instructional Planning

Tableau Regional Basic Training was completed on February 15. This training was attended by 23 members of the regional schools and was a huge success. NERIC presented the basics of the Tableau program. This led to discussions of future training opportunities utilizing the partnership between NERIC and CVES. In district data review is continuing with the component districts.



## Grants Management

This month the following grants, or grant surveys, were released and our team will be working with our qualifying component districts to submit applications and determine the best use of funds to support the educational needs of our north country students.

- U.S. Department of Education released their Small, Rural School Achievement (SRSA) grant
- NYSED released the Education Stabilization Fund Annual Reporting survey

New York State Network for Youth Success hosted their monthly Sustainability Series webinar - Granting Writing 101: Reviewing the Basics of Grant Writing presented by Bret Ratner and Jay Roscup. This learning opportunity was helpful in educating the grants team on where to find data resources, networking with other grant writers around the state and providing new ideas to present to our districts for future programming.

The grants team continues to work with districts to complete budget/carryover amendments for formula grants as well as assisting with closing out CRSSA (COVID) funding that ends this year.

## **WORKSHOPS FOR SCHOOL IMPROVEMENT**



This month our Conference Center continued to provide an innovative space for workshops. Our regional New Teacher network met for the third time. This time our presenter was Jen Hesseltine of Jen Hesseltine Consulting, a well-regarded North Country educator. Our new teachers had an opportunity to discover and discuss how we make classrooms enriching and engaging. The flow of the workshop was designed for teachers to learn and then process the information and work collaboratively to design plans to implement the strategies in future lessons.

The ELA Standards Workshop was held for a second time and was very well attended. Several area high school world languages teachers came together to draft exam questions for the Checkpoint B exam. It was great to see colleagues come together to discuss how we assess our students. A focus this year is on providing support to districts for the Grades 5 and 8 Science Investigations. This hands-on learning and assessment opportunity is required and will be connected to the new Elementary and Intermediate Level Science Tests being administered for the first time in the Spring of 2024. An overview training has been held in districts and will be provided virtually in the coming month, as well teachers will have an opportunity to conduct the actual investigations and collaborate on how best to roll these out in their classrooms.

Our first Associate Principal meeting was held on February 14. This opportunity for our regional assistant/associate principals (a group that has grown significantly in the last year) was greatly appreciated. These meetings will continue in the future in both an in-person and virtual format. Science investigation workshops are being planned. In-district workshops pertaining to science investigations, integration of ELA and math standards, and curriculum review have been done and future workshops are planned for March. Math workshops, A Deep Dive into Next Generation Mathematics Learning Standards, will take place on March 1 and March 7.

## **SCHOOL LIBRARY SYSTEMS**

The School Library System continues to work with schools on database pricing and purchase planning for the 2023-2024 school year. We are in the process of trying to automate and streamline purchasing to make it easier for districts to order and access the databases. We continue to emphasize the importance of our students having access to materials that reflect their lives and



therefore continue to increase our eBook and Audiobook DEI title purchasing, a project that began last year using ARPA funding.

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



It is that time of year when we work towards the culmination of the Winter Sports season. Our new initiative of paying officials to take the burden off our component districts, continues to be a learning process. To date we have processed over 3,500 vouchers to pay our officials. As part of the assigning process of officials, each school has the opportunity to rate the quality of the people calling the games. Our assignor, Randy Lozier is working with our component district sports coordinators to ensure we assign the best officiating crews to each sectional contest. We have held championships in Girls Ice Hockey, Indoor Track, Bowling, Skiing, and Wrestling. Boys Ice Hockey culminates on Monday, 2/27 and Basketball championships are Friday, 3/3 and Saturday, 3/4.





# BOQUET VALLEY

## CENTRAL SCHOOL DISTRICT

Monthly Newsletter: February 2023

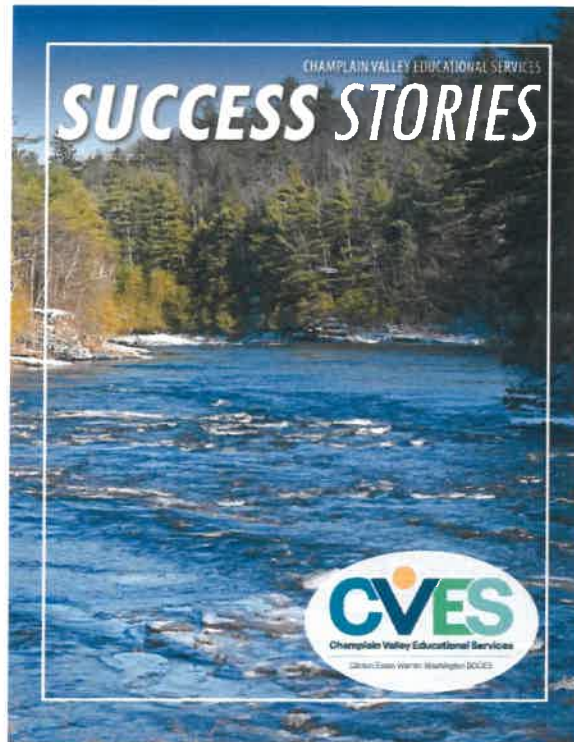
### Griffin Spotlight

# PERU NIGHTHAWK NEWS

*Community Newsletter, February 2023*

[illegible]

The latest edition of Success Stories was unveiled this month. The annual CVES publication highlights our CV-TEC, Management Services, Rise Center for Success, and School Support Services (S<sup>3</sup>) divisions. To read the complete publication, click here: [Success Stories 2022-23.pdf \(sharepoint.com\)](#)





Plattsburgh/Satellite Campus - P.O. Box 455, Plattsburgh, NY 12901  
Mineville Campus - P.O. Box B, Mineville, NY 12956  
OneWorkSource - 194 U.S. Oval, Plattsburgh, NY 12903  
www.cves.org

**CV-TEC DIVISION**  
**Michele M. Friedman**  
**Director of Career and Technical Education**

friedman\_michele@cves.org  
Plattsburgh Main Campus, 518-561-0100 FAX 518-561-0494  
Mineville Branch Campus, 518-942-6691 FAX 518-942-3368  
Satellite Branch Campus, 518-561-0100 FAX 518-324-6620  
OneWorkSource, 518-561-0430 FAX 518-324-3379

#### CVES MISSION

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

TO: Dr. Mark C Davey  
FROM: Michele M. Friedman  
DATE: February 27, 2023  
RE: March 2023 Board Report

## **CV-TEC Celebrates National CTE Month!**

CV-TEC celebrated National CTE Month with multiple events and celebrations of exemplary student work and outstanding instruction. CV-TEC's Career & Technical Education (CTE) Programs provide rigorous and relevant career pathways that engage students; develop their academic, technical and employability skills; and include opportunities for work-based learning and mentorship. By delivering skills for further education and the workplace through flexible and creative models, CTE holds the key to ensuring students can achieve their full potential and develops a prepared workforce that can respond to local and regional economic needs.



**CELEBRATE TODAY,  
OWN TOMORROW!**

## **CV-TEC partners with BETA Technologies to Pilot Professional Certification Training Program for Aerospace Coating Applicator Specialist (ACAS)**

CV-TEC is proud to announce our partnership with electric aerospace company BETA Technologies on the launch of our new workforce development training program. This partnership will provide a unique opportunity for CV-TEC students to train alongside BETA's Aerospace Paint Industry experts and work toward a professional Aerospace Coatings Applicator Specialist (ACAS) certification. Four local CV-TEC students have been selected to participate in the first-ever training cohort, which commenced on Monday, February 13.

This specialized training opportunity is an enrichment pathway for students enrolled in the CV-TEC Automotive Collision Repair Technology two-year program of study. Certification will be granted when candidates successfully complete the CV-TEC/BETA ACAS technical program. It will be taught by two ACAS-certified BETA engineers - including the original creator of the certification course curriculum - as well as CV-TEC teaching faculty.

BETA Technologies is developing a fully integrated electric transportation system, the heart of which is all-electric aircraft and a multimodal charging infrastructure to support it. The Company has a flight test facility at Plattsburgh International Airport, where it conducts flight testing of its prototype electric aircraft. BETA has also begun developing its charging infrastructure throughout New York, with three chargers installed and online, and



four more in development across the state. These sites join the more than 60 BETA chargers online or in development from Vermont to Arkansas.

BETA has grown its footprint in New York over the past two years with the expansion of its hangar facility, and addition of other leased spaces at PBG. The Company plans to continue that growth in the coming years, with the construction of a state-of-the-art, fully electric aerospace paint booth for the coating of its production aircraft prior to customer delivery. The pilot of this training program will be held on-site at the CV-TEC Plattsburgh Campus. Once complete, future cohorts are expected to train at the new BETA facility.



### Spring Open Houses Scheduled

CV-TEC will proudly host Open Houses on all three campuses in March. On **Wednesday, March 22nd** from 6:00 p.m. -7:30 p.m. our Mineville Campus will host their Open House. And on **Thursday, March 23rd** from 6:00 p.m. -7:30 p.m. both CV-TEC Plattsburgh and Learning Hub Campuses will host their events. The events will include tours of our programs, student demonstrations and agency information tables.

### CTE Month Activities on All CV-TEC Campuses:

There were a multitude of CTE Month activities conducted on all CV-TEC Campuses throughout the month of February! Those activities included:

- CTE Presentations to Component District Boards of Education: To date, we have given CTE Presentations to the following Boards of Education: Crown Point, Ticonderoga, Boquet Valley, Northern Adirondack, and AVCS. with more visits scheduled throughout the school year.



- Career Day Visits from 4<sup>th</sup>, 5<sup>th</sup>, 8<sup>th</sup>, and 10<sup>th</sup> grade students: We are proud to report that we have hosted 463 student visitors; the highest number in decades.

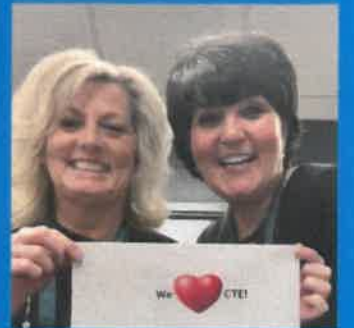
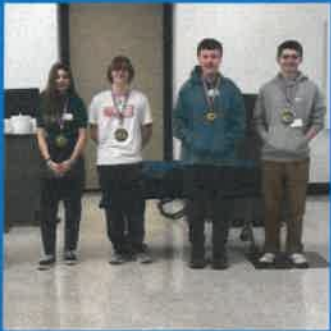
- Bring Your Principal To CV-TEC Days: CV-TEC students invited their homeschool principals to experience a day with them at CV-TEC. The principals participated alongside their students in the various CTE programs of study on all three CV-TEC campuses. To date, we have had principals from Saranac, Peru, Plattsburgh, Chazy, Bouquet Valley, and AVCS with more visits scheduled in March.

- SkillsUSA Competitions: Our CV-TEC Mineville SkillsUSA Chapter has been celebrating National CTE Month and National SkillsUSA Week by hosting a multitude of local skills and leadership competitions. Our talented students competed within their programs on several different skills and then were able to choose two additional competitions to compete in from fields that they are not currently studying. The week ended with a special awards ceremony where students who placed first in each competition were awarded medals!



- New Visions Applied Engineering Days: CV-TEC was thrilled to host the New Visions Applied Engineering (NVAE) Junior Experience Day (North) at the Institute for Advanced Manufacturing on Thursday, February 2, 2023. Students from Beekmantown, Chazy, PHS, Peru, Saranac, and Seton and our current NVAE students participated in the full-day hands-on immersion event. The event was facilitated by local Professional Engineers from Clinton County Health Department, Earth Science Engineering, Casella Waste Management and CV-TEC. The NVAE Junior Experience Day for our Essex County schools was held on January 18th on the CV-TEC Mineville Campus.



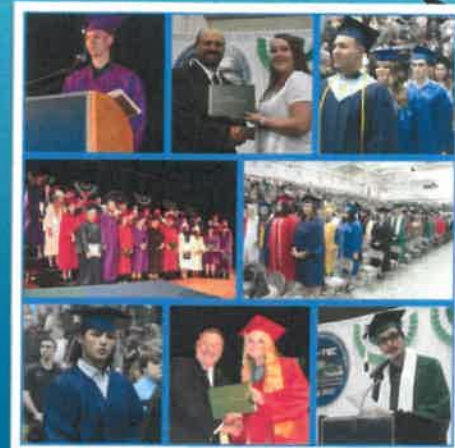


DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

**CTE Programs  
provide a  
seamless  
pathway to  
college  
programs.**



CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

**CV-TEC  
Students can  
earn college  
credit while still  
in high school!**



CV-TEC Proudly Celebrates National CTE Month





DID YOU KNOW...



CV-TEC has  
an on-site  
pre-school  
for families in  
our  
community.



For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



Many graduates  
of our  
Culinary Arts  
Management  
Program have  
gone on to train  
at the  
Culinary Institute  
of America



For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC Proudly Celebrates National CTE Month

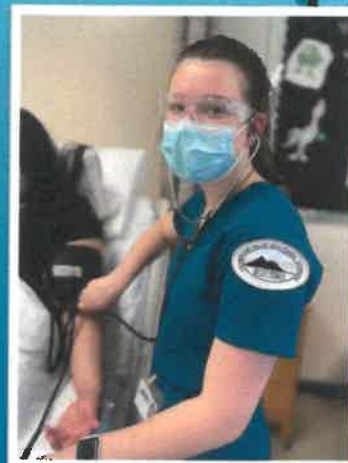




DID YOU KNOW...



**First Year CV-TEC  
Allied Health  
Students EARN the  
NYS Certified Nurse  
Assistant (CNA)  
Certification!**



For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



**CV-TEC  
restored a  
fire truck for  
the  
Guardians of  
the Ribbon.**



For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

**CV-TEC has a Photovoltaic  
(Solar) Training Lab on the  
Mineville Campus.**



CV-TEC Proudly Celebrates National CTE Month!



DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

**Our talented  
CV-TEC CTE  
Students  
compete in  
local, regional,  
state and  
National CTE &  
leadership  
competitions.**



CV-TEC Proudly Celebrates National CTE Month!





DID YOU KNOW...



Our talented CV-TEC students compete in Environmental Conservation Competitions sponsored by SUNY Cobleskill, Paul Smith's College & Finger Lakes Community College; and provide scholarships to the contestants.

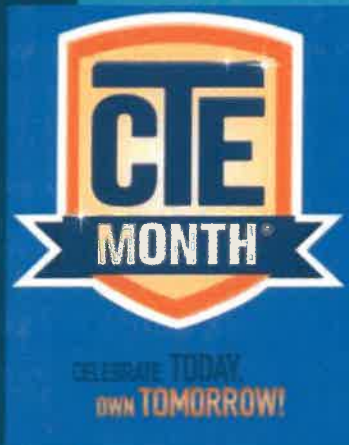


For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



CV-TEC has an LPN Program & enrollment for next year is open NOW.



For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



**CV-TEC has an  
Education & Human  
Services Program;**

**Our students intern in  
many local schools,  
childcare centers, &  
human services  
agencies.**



For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



**CV-TEC has a  
Business  
Management &  
Entrepreneurship  
Program.**



For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC Proudly Celebrates National CTE Month





DID YOU KNOW...



**CV-TEC has TWO Animal Science Programs:**

**Small Animal, Vet Tech Assistant  
&  
Large Animal Production**

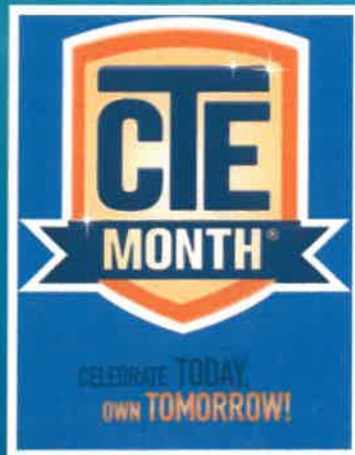


For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



**CV-TEC now offers  
our students the  
opportunity to learn  
pre-trip inspections  
on our new  
Class-B CDL truck.**



CV-TEC is proud to offer  
this opportunity to our students.

CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

CV-TEC produces over 300 gallons of maple syrup yearly from our on-site Sugar Houses.



CV-TEC Proudly Celebrates National CTE Month!



DID YOU KNOW...



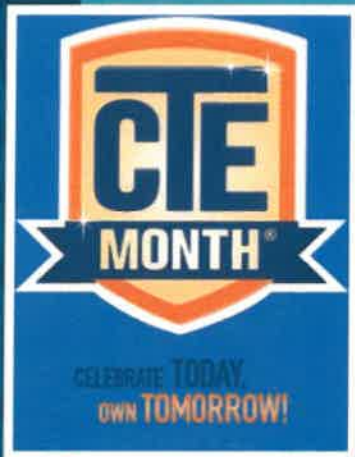
For more details go to:  
<https://www.cves.org/cv-tec/>

Our Welding Program has a Macro-Etching Lab





DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

**All CV-TEC Programs provide Work Based Learning Opportunities including job shadowing and internships.**



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DID YOU KNOW...



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<https://www.cves.org/cv-tec/>

**High school students can attend a CV-TEC Program of Study at no additional cost AND earn college credits while still in high school!**



CV-TEC Proudly Celebrates National CTE Month

DID YOU KNOW...



The CV-TEC Automotive Technology Program is a licensed NYS Inspection Center.



For more details go to:  
<https://www.cves.org/cv-tec/>

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DID YOU KNOW...



CV-TEC has two full-service Cosmetology Salons and schedules appointments for community members.



For more details go to:  
<https://www.cves.org/cv-tec/>

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DID YOU KNOW...



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<https://www.cves.org/cv-tec/>

**CV-TEC has NYS Certified Industry Expert CTE & Core Academic Teachers for all CTE Programs.**



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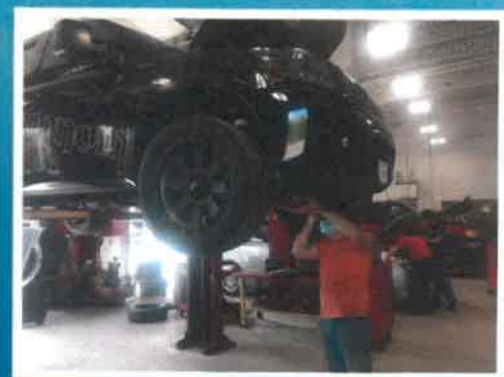
CV-TEC

DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

**The CV-TEC Automotive Technology Program in Plattsburgh performs wheel alignments on vehicles.**



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CV-TEC

DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

Our CV-TEC  
Automotive  
Technology  
Programs are  
partnered with  
SUNY Canton.



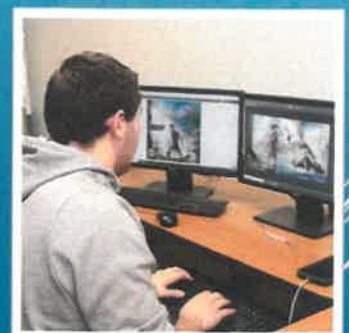
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For more details go to:  
<https://www.cves.org/cv-tec/>

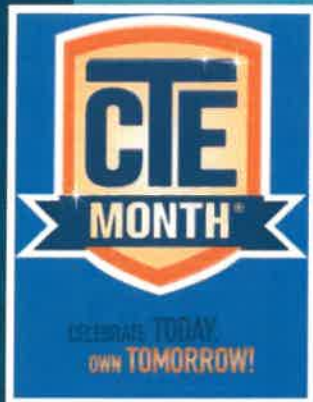
CV-TEC has a  
Digital Production &  
Multimedia  
Communications  
Program.



CV-TEC Proudly Celebrates National CTE Month



DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

**All CV-TEC Programs  
provide up to 10 high school  
credits toward graduation.**



CV-TEC Proudly Celebrates National CTE Month!

CV-TEC

DID YOU KNOW...



For more details go to:  
<https://www.cves.org/cv-tec/>

**All CV-TEC  
Programs  
provide a  
seamless  
pathway to post-  
secondary  
degree  
programs.**



CV-TEC Proudly Celebrates National CTE Month!

CV-TEC

DID YOU KNOW...



**New Visions  
Medical Careers  
(South) Students  
teach medical  
concepts to Boquet  
Valley 6th graders  
when they are  
learning body  
systems.**



For more details go to:  
<https://www.cves.org/cv-tec/>



**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: March 2023  
Re: Board of Cooperative Educational Services Report



**Theta Phi Alpha Sorority Partners with the Rise Center for 1<sup>st</sup> Annual Winter Formal**

What an amazing night! Theta Phi Alpha Sorority at SUNY Plattsburgh partnered with the CVES Rise Center's 18+ programs to host the, what we hope to be, 1st Annual inclusive Winter Formal for our community. The night brought an opportunity for expanded partnerships, age-appropriate inclusive activities, and a shared purpose - to enjoy a fun night together. For some that was dancing the night away, others it was hanging out visiting, listening to the music, or simply enjoying the experience.

In society, this should be normal and not need to be a created opportunity but as we work toward that, we can't help but smile at what was witnessed. We saw large dance circles, invites/acceptances to slow dance, a welcoming atmosphere, secret handshakes and special dance moves. We saw connectivity, compassion, celebration, joyfulness and acceptance.

We can't thank the many volunteers, those who donated to pay for the DJ, Chartwells for sponsoring snacks and beverages, SUNY Plattsburgh, and of course Theta Phi Alpha Sorority, its members and their supporters! It truly was a night to remember for so many!







### WAF Campus Celebrates 100<sup>th</sup> Day of School

The year is just flying by at the Rise Center for Success! In fact, we recently celebrated our 100<sup>th</sup> day of school by dressing-up like 100-year-olds! The class(es) with the greatest participation and creativity were awarded a pizza party! We had such a phenomenal turnout with all of the signage, Life Alert tags and all, we had a three-way tie and Mr. Falvey's class, Ms. Savanna-Lin Fredrick's class, and Ms. Maura Trombley's class all won a pizza party! A great day of fun and giggling was had by all, and everyone needed a nap and make-over at the end of the day!



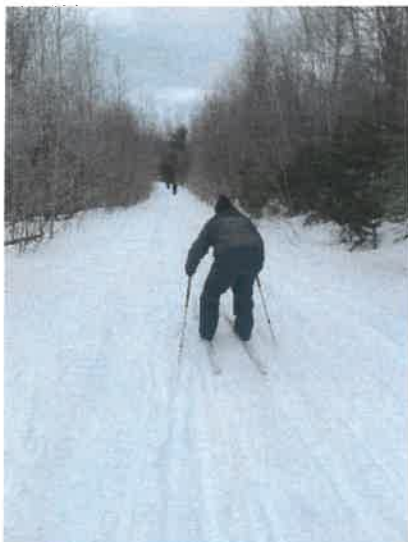




**Adventure-Based Counseling Provides the Ladder Trust Challenge for the Win**

Ms. Beaudry's High School ITSP program is at it once again....One of this month's Adventure-based Counseling (ABC) activities included the ladder trust challenge. Each participant held one of the ladder rungs as the person who was challenged to trust everyone walked across to the other side. This trust exercise helps students build trust in addition to having to work together as a team, and use communication skills to make sure the person walking across is safe.

The below pictures represent ABC's recent trip to Barnes Pond for cross country skiing.





### **E-Sports Comes to CVES**

Mrs. Adams' classroom has been transformed with the implementation of E-Sports as part of her classroom management plan. Students are thrilled with the positive reinforcement incentive, which has proven to be a game-changer in the school setting. Mrs. Adams is to be commended for her dynamic, productive classroom, where students have never worked harder to earn a reward. The use of E-Sports is an innovative approach to classroom management, and was inspired by a conference held at SUNY Potsdam last December, which was attended by



multiple classroom. It is our hope to create friendly competition for our students, between both our Plattsburgh and Mineville campuses, which would parallel opportunities that students within districts have. The success of this program is a testament to the dedication and creativity of our staff at the Rise Center for Success.

### **Promoting Student Independence within Our Autism Program**

Promoting independence has been a major focus within our programs at Rise Center for Success; especially the Autism program. In order to continue to promote independence among our students, the Autism program has continued to work closely with New England Center for Children (NECC) to learn various ways of incorporating group instruction into the ABA classrooms. Our classroom teachers have participated in several professional development opportunities that focus on various strategies to use, different teaching and prompting models and the importance of how the classroom environment affects group instruction. During our monthly Autism program meeting, we had the opportunity to meet with our NECC consultant, Bethany to further dive into group instruction within our ABA classrooms. Collaboratively, we had the opportunity to brainstorm ideas on how to implement group instruction into the classrooms and review a planning document which will assist in the training of the TA's and 1:1 student aides, when they are both delivering and/or assisting with group instruction opportunities. The Autism program also plans on having Bethany onsite in March, which will provide opportunities for feedback on our group instruction model.

In addition, this month the autism program completed a round of initial CALM training. Seven staff were certified in CALM. Additionally, trainers were re-certified and trained in Expanded CALM so that staff can start training staff in more extensive techniques.

We are currently conducting pre-CSE meetings to facilitate a collaborative and effective approach to our students' annual review meetings. These meetings offer our teams an opportunity to meet with parents in advance, ensuring a smooth and productive CSE meeting. We have found that these pre-CSE meetings have been beneficial in promoting effective communication and teamwork.

### Development of High-Quality IEPs and Support to Staff Are a Priority

The Rise Center strives to be the best in all that we do and continually reflect and learn from our practices. One of the areas of focus has been improving the overall quality of Individualized Education Plans (IEPs) that we produce. This year, we have shifted away from a large group “sit and get” IEP development workshop to guided training working sessions. A comprehensive checklist of required elements as well as quality indicators was developed to ensure consistency. Our Curriculum Coordinator facilitated 11 days of guided training with very small groups of teachers to provide program specific guidance. To follow up, teachers will complete a self-assessment of their IEPs as they are developed. We have a commitment to support our staff who are working in the capacity of a teacher by providing one-on-one assistance to those individuals by the Curriculum Coordinator to write their student IEP’s.

To determine if this new format met the needs of our staff that participated in the training, a brief survey was completed and the results below indicated that we have. Based on this positive feedback, we will continue with this model moving forward to meet our staff’s needs.

3. This training took more time than typical trainings, do you think this new format of training was beneficial?

[More Details](#)



4. Do you feel better equipped to write IEPs that include most recent updates/ requirements and have a clear understanding of CVES IEP writing expectations?

[More Details](#)

Insights

