

CHAMPLAIN VALLEY EDUCATIONAL SERVICES  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES)  
Sole Supervisory District of Clinton, Essex, Warren and Washington Counties

**AGENDA FOR BOARD MEETING TO BE HELD AT THE CVES LEARNING HUB CAMPUS,  
IN PLATTSBURGH, NY, ON JUNE 12, 2024  
PROPOSED EXECUTIVE SESSION AT 6:30 P.M. – MONTHLY MEETING TO FOLLOW**

- |           |  |
|-----------|--|
| No Action | 1. CALL TO ORDER: BOARD PRESIDENT  |
|           | a. The Pledge of Allegiance  |
|           | b. Roll Call of Board Members  |
| No Action | 2. INTRODUCTION OF ALL PRESENT   |
| Action    | 3. APPOINTMENT OF VACANT BOARD MEMBER SEATS/OATH OF OFFICE   |
| No Action | 4. SKILLSUSA PRESENTATION – Mrs. Michele Friedman, Mrs. Nicole Santaniello & Students  |
| No Action | 5. EXECUTIVE SESSION   |
| No Action | 6. PUBLIC HEARING ON CODE OF CONDUCT- Mrs. Michele Friedman  |
| No Action | 7. OPINIONS AND CONCERNS FROM THE AUDIENCE   |
| No Action | 8. STRATEGIC PLAN END-OF-YEAR UPDATE – Dr. Mark Davey, Dr. Eric Bell,<br>Ms. Amy Campbell, Mrs. Michele Friedman, & Dr. Matthew Slattery |
| No Action | 9. CAPITAL PROJECT & NEW CTE CENTER UPDATE PRESENTATION – Dr. Mark Davey<br>& Dr. Eric Bell  |
| No Action | 10. ESTABLISHING A CVES FOUNDATION PRESENTATION – Dr. Mark Davey   |
| No Action | 11. DISTRICT SUPERINTENDENT UPDATE – Dr. Mark Davey  |
| Action    | 12. MINUTES OF PREVIOUS MEETING  |
|           | a. May 8, 2024 Meeting Minutes (Enc. 1)  |
|           | 13. CONSENT AGENDA FINANCIAL   |
| Action    | a. Certification of Warrant (Enc. 2)   |
| Action    | b. Treasurer’s Reports (Enc. 3)  |
| Action    | c. Extraclassroom Treasurer’s Reports (Enc. 4)   |
| Action    | d. Budget Increase(s) (Enc. 5)   |
| Action    | e. Cross Contract Budget Increase(s) (Enc. 6)  |
| Action    | f. Special Education Budget Increase(s) (Enc. 7)   |
| Action    | g. Special Aid Fund Project (Enc. 8)   |
| Action    | h. Bid(s) (Enc. 9)   |
| Action    | i. Erie 1 ITCC Consortium (Enc. 10)  |
| Action    | j. Proposal(s) (Enc. 11)   |
| Action    | k. Component Special Education School-Age Summer School 2024 (Enc. 12)   |
| Action    | l. Component Special Education School-Age Summer School 2025 (Enc. 13)   |
| Action    | m. Non-Component Special Education School-Age Summer School 2024 (Enc. 14)   |

- Action n. Non-Component Special Education School-Age Summer School 2025 (Enc. 15)
- Action o. Transportation Agreement Renewal(s) (Enc. 16)
- Action p. TRS Reserve Contribution (Enc. 17)
- Action q. Legal Agreement(s) (Enc. 18)

14. OLD BUSINESS — Committees

- No Action Committees
  - Audit Committee Meeting Highlights – May 8, 2024 (Info. Only) (Enc. 19)

15. CONSENT AGENDA PERSONNEL

- Action a. Amendment(s) (Enc. 20)
- Action b. Resignation(s) (Enc. 21)
- Action c. Leave(s) of Absence (Enc. 22)
- Action d. Temp-On-Call & Substitute(s) for 2023-24(Enc. 23)
- Action e. Temp-On-Call & Substitute(s) for 2024-25 (Enc. 24)
- Action f. Adult Education Course Instructor(s) 2023-24 (Enc. 25)
- Action g. Adult Education Course Instructor(s) 2024-25 (Enc. 26)
- Action h. Permanent Civil Service Appointment(s) (Enc. 27)
- Action i. Four-Year Probationary Appointment(s) (Enc. 28)
- Action j. 52-Week Civil Service Probationary Appointment(s) (Enc. 29)
- Action k. Civil Service Provisional Appointment(s) (Enc. 30)
- Action l. Building Checks 2024-25 (Enc. 31)
- Action m. Temporary Appointment(s) for 2024-25 (Enc. 32)
- Action n. Temporary Appointment(s) for July – June (Enc. 33)
- Action o. Additional Work for 2023-24 (Enc. 34)
- Action p. Additional Work for 2024-25 (Enc. 35)
- Action q. Facilitator(s) (Enc. 36)
- Action r. Part-Time Appointment(s) 2024-25 (Enc. 37)
- Action s. 2024-25 Special Education Summer School (ESY) Staffing (Enc. 38)
- Action t. Fingerprint Reimbursement (Enc. 39)
- Action u. Temp-On-Call rates for 2024-25 (Enc. 40)

16. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- Action a. School Resource Officer Agreement (Enc. 41)
- Action b. Lease Agreement – Moriah (Enc. 42)
- Action c. Lease Agreement – Momont (Enc. 43)
- Action d. Request for Approval to Attend Conference/Workshop (Enc. 44)
- No Action e. Revised Policy – First Reading (Enc. 45)

No Action 17. OTHER

No Action 18. NEXT BOARD MEETING

Wednesday, July 10, 2024, at the CVES Learning Hub Conference Center in Plattsburgh, NY,  
– Proposed Executive Session at 6:00 pm – monthly meeting to follow.

No Action 19. REPORTS FROM DIRECTORS (Enc. 46)

Action            20. ADJOURNMENT

## **CHAMPLAIN VALLEY EDUCATIONAL SERVICES**

### **MISSION**

*Champlain Valley Educational Services is committed to being a valued and trusted partner by supporting students, schools, and communities to excel through high-quality education, training, and shared services.*

### **VISION**

*We aspire to be the premier provider of dynamic and innovative educational programs and shared services, serving as a catalyst for personal and regional growth and development toward a brighter global future.*

### **IMPORTANT DATES**

June 12, 2024	Board Meeting – Learning Hub Conference Center, Plattsburgh – 6:00 pm
June 12, 2024	Plattsburgh Rise Center Kindergarten Graduation – 10:00 am
June 18, 2024	CV-TEC Mineville Graduation Ceremony – Moriah Central School – 7:00 pm
June 20, 2024	CV-TEC Plattsburgh Graduation Ceremony – SUNY Plattsburgh – 7:00 pm
July 25, 2024	OneWorkSource GED Graduation Ceremony – CVES Conference Center – 6:00 pm

## **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 May 8, 2024 Monthly Board meeting.

**ENC. 2**

Recommend that the Board approve the Certification of Warrant for April 30, 2024 to June 3, 2024.

**ENC. 3**

Recommend that the Board approve the Treasurer's Report from April 30, 2024.

**ENC. 4**

Recommend that the Board approve the Extraclassroom Treasurer's Report from April 1, 2024 to April 30, 2024.

**ENC. 5**

Recommend that the Board approve the following budget increase(s):

1. Recommend increasing the William A. Fritz Cafeteria Fund Regular School Year Budget (Co-Ser C791) from \$215,102 to \$220,102 for the 2023-2024 school year to accommodate the remaining food orders for the 2023-2024 school year. (School Lunch Fund)
2. Increase the Adult Education budget (Co-Ser 103) from \$590,348 to \$670,348 for the 2023-2024 school year to accommodate increased participation in CDL programs. (CV-TEC)
3. Increase Central Business Office (Co-Ser 675) from \$245,000 to \$260,500, for the period of July 1, 2023 through June 30, 2024, due to increase service requests from Willsboro Central School District. (Mgmt. Serv.)

**ENC. 6**

Recommend that the Board approve the following Cross Contract budget increase(s):

1. Increase the Distance Learning – Capital Region BOCES budget (Co-Ser 431) from \$170,000 to \$224,000 for the 2023-2024 school year, to accommodate for an additional Cross Contract with Capital Region BOCES (Moriah). (S<sup>3</sup>)
2. Increase the Virtual Summer School – Capital Region BOCES budget (Co-Ser 459) from \$12,000 to \$13,000 for the 2023-2024 school year, to accommodate for an additional Cross Contract with Capital Region BOCES (Moriah). (S<sup>3</sup>)

## **ENC. 6 (Continued)**

3. Increase the Workshops – FEH BOCES budget (Co-Ser 517) from \$60,000 to \$72,000 for the 2023-2024 school year, to accommodate for additional Cross Contracts with FEH BOCES (Beekmantown, Crown Point, Keene, Northern Adirondack, Peru, Saranac, Willsboro). (\$<sup>3</sup>)

## **ENC. 7**

Recommend that the Board approve the following Special Education budget increase(s):

1. Increase the 6:1:1 Autism budget (Co-Ser 205) from \$4,527,502 to \$4,627,502 for the 2023-2024 School Year to accommodate for increases in student enrollment and associated related services from Lake Placid and Saranac. (Rise Center)
2. Increase the 8:1:1 Academic/Behavioral budget (Co-Ser 208) from \$5,763,481 to \$5,899,434 for the 2023-2024 School Year to accommodate for increases in student enrollment and associated related services from Beekmantown, Moriah, Plattsburgh, Saranac, Ticonderoga, and Willsboro. (Rise Center)
3. Increase the 6:1:1 Intensive Therapeutic Support budget (Co-Ser 220) from \$1,217,173 to \$1,291,867 for the 2023-2024 School Year to accommodate for increases in student enrollment and associated related services from Keene, Northern Adirondack, and Plattsburgh. (Rise Center)

## **ENC. 8**

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

1. North Country Region Career Pathways III Program (NCRCP3P), in the amount of \$100,000 for the period of April 1, 2024 through March 31, 2025 (Pending a fully executed contract with North Country Workforce Partnership, Inc.) (CV-TEC)

## **ENC. 9**

Recommend that the Board award the following Bid(s):

1. Award the “CVES CV-TEC Main Campus Interior Door Replacement Project” bid for the replacement of specified doors at the Plattsburgh Campus, CV-TEC Division, in the amount of \$155,520 to Hartson Total Opening, Inc. of Plattsburgh, NY.

Note: Two additional companies submitted a bid:

- (1) Murnane Building Contractors, Inc. of Plattsburgh, NY with a bid of \$182,000
- (2) JFP Enterprises Inc. of Plattsburgh, NY with a bid of \$238,063

## ENC. 10

Recommend that the Board approve the following Resolution(s):

WHEREAS, It is the plan of a number of BOCES districts in New York, to consent to jointly enter into an agreement for the 2024 – 2025 fiscal year, for 3DUX Design, 7 Mindsets Academy, A+ Educators (dba Woz ED Education), Abre.io, Accelerate Learning, Age of Learning, Inc, American Reading, Amplify Education, Inc., Apple (Opt-in), B.E. Publishing, Beable Education, BlocksCAD, Blocksi, Bloom Learning, Boddle Learning Inc, Brain Pop, Branching Minds, Breakout EDU, Canva US, Inc., Carahsoft, Carnegie Learning, Cengage Learning, Inc., CharmTech Labs, LLC, Classcraft Studio, CMS Neptune, Code.org, CodeCombat, CodeHS, Code Monkey, Coder Kids, Inc. DBA Ellipsis Education, Committee for Children, Cordance Operations dba Hapara, Coughlan Companies, dba Buncee, Curriculum Associates, Defined Learning, Dell Advanced Learning Partnerships Firm, Delta Math, Desmos, Digital Teaching Tools, Discovery Education, Drone Sports Inc., DroneBlocks LLC, Dropbox, EBSCO, EdforTech, Edmentum, eDoctrina, EdPuzzle, Education Advanced, Educational Vistas, EduPlanet, eDynamic Holdings, LP, Electronic Gaming Federation, Elemetari LLC, EliteGamingLive, Empower U, Encyclopedia Britannica, Inc., Ereflect Inc, eSpark, EverFi, ExploreLearning, Family Zone dba Linewize, Flipgrid Inc at Microsoft, Forward Education, Frontline Technologies Group, Genially, Grammar Flip, LLC, Great Minds PBC, HEC Software dba Reading Horizons, Hello World CS, High School Esports League Inc, Hiperware Labs, Hive Class, Inc., Houghton Mifflin Harcourt Publishing Company, imagiLabs AB, Imagine Learning, Immersed Games, Impero, Infobase Holding, Instructure, Instructional Empowerment Inc dba Marzano Evaluation, Intelitek Inc., Isafe, iStation, IXL Learning, Kahoot! ASA, Khan Academy, Kiddom, Kinems, Kira Learning, Kognity, US, Inc., Learnics, Learning.com, Learning A-Z, Learning Ally, Learning Without Tears, Legends of Learning, LEGO Brand Retail, Inc. dba Lego Education, Lexia Learning Systems, Lightspeed Solutions LLC dba Lightspeed Systems, Liminex Inc. dba GoGuardian, Linkit, Local Impact, Logisoft, Mad-Learn, Maia Learning, Makers Empire, Mango Languages, Mathspace Inc., McGraw Hill, Mind Education, MMI-CPR School Tech Repair, LLC dba K-12 Tech, Moby Max, MooZoom Education, Inc., Mr. Elmer, MusicFirst, NASEF, Nearpod, Neuron Fuel dba Tynker, Newsela, NextWave Stem, No RedInk, Notable, NWEA, Passport for Good, Pearson, Performance Learning Systems dba PLS 3rd Learning, Play Vs Inc., PowerSchool, ProSolve, LLC, Quaver, Quizizz Inc., Renaissance Learning, Rethink Autims dba Rethink ED, REX K-12, Right Reason Technologies, Ripple Effects, Robo Wunderkind, Rocket Drones, Inc., Rubicon West, Inc., SAVVAS, SchoolAI, SchoolBinder DBA TeachBoost, SchoolLinks, Scoir, SeeSaw Learning, SkillStruck AI, SkyOP, Small Factory Innovations, Smart Science Education, STEM SIMS, Suntex, Tech4Learning, TechRow, Tequipment, The Language Express, Thimble.io, Think Tech Solutions, Tools For Schools, Unruly Studios Inc., UpSavvy, VIVI, LLC, Wakelet, Wallwisher, Inc. dba Padlet, Waterford, WeVideo, WhyMaker, World Book, Inc., XAP Corporation, Xello, XSel Labs, zSpace Inc. and,

WHEREAS, The Clinton-Essex-Warren-Washington BOCES is desirous of participating with other BOCES Districts in New York State in joint agreements for the software/learning packages and licensing mentioned above as authorized by General Municipal Law, Section 119-0, and,

BE IT RESOLVED, That the Clinton-Essex-Warren-Washington BOCES authorizes Erie 1 BOCES to represent it in all matters leading up to and entering into a contract for the purchase of and licensing of the above mentioned software/learning packages, and record training sessions in Zoom and post those recorded sessions to the consortium, and,

## **ENC. 10 (Continued)**

BE IT FURTHER RESOLVED, That the Clinton-Essex-Warren-Washington BOCES agrees to assume its equitable share of the costs associated with Erie 1 BOCES negotiating the Agreements, and,

BE IT FURTHER RESOLVED, That the Clinton-Essex-Warren-Washington BOCES agrees

- (1) to abide by majority decisions of the participating BOCES on quality standards;
- (2) Erie 1 BOCES will negotiate contracts according to the majority recommendations; (3) that after contract agreement, it will conduct all purchasing arrangements directly with the vendor.

## **ENC. 11**

Recommend that the Board accept the following Proposal(s):

1. Recommend that the Board accept a proposal submitted by Westelcom of Nicholville, New York for Dark Fiber Special Construction and Maintenance between the Main Campus and the Learning Hub at a rate of \$63,677.00 over a 60-month term. Services will also include 10 Gbps of Network Equipment, Installation and Configuration at the Main Campus and the Learning Hub at a rate of 9,630.00 over a 60-month term. Services will commence July 1, 2024 and remain in effect through June 30, 2029.

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

Notes:

- Additional proposals were received from FirstLight Lit Fiber and FirstLight Dark Fiber of Albany, NY
  - The total service is 90% funded through the Schools and Libraries Universal Service Support Program (E-Rate)
2. Recommend that the Board accept a proposal submitted by ComSource, Inc. of Syracuse, NY for (1) Cisco Meraki MX450 Advanced Security License and Support - 5 Years, (2) Cisco Meraki MX64 Advanced Security License and Support – 5 Years, (6) Cisco Meraki MS-125-48LP License and Support – 5 Years, (15) Cisco Meraki Enterprise License and Support – 5 Years, (2) Cisco Meraki MS350-48FP Enterprise Licenses, (6) APC Smart UPS 2200VA LCD 10V with Smart Connect, and (6) APC UPS Network Management Card Access with PowerChute Network Shutdown for the total amount of \$55,264.10.

Notes:

- No additional proposals were received.
- The total purchase is up to 85% funded through the Schools and Libraries Universal Service Support Program (E-Rate)

## **ENC. 12**

Recommend that the Board approve the following Special Education School-Age Summer School Resolution(s):

1. WHEREAS, the stated vision of Clinton-Essex-Warren-Washington (CEWW) BOCES is to “meet the needs and expectations of our component schools, the communities and all learners who are affected by our services,” and such vision is central to the desire of the Districts who wish to continue to have CEWW BOCES provide regional Special Education School-Age Summer School; and

WHEREAS, CEWW BOCES provides Special Education School-Age Summer School services in a cost-effective manner, due to the ability of CEWW BOCES to offer and provide services to multiple Districts which are able to share costs; and

WHEREAS, the CEWW BOCES has received written notification from the following school districts indicating their commitment to participate in the 2024 Special Education School-Age Summer School and to pay the actual costs of operating the 2024 summer program, notwithstanding State Education Department tuition rates: Ausable Valley, Beekmantown, Elizabethtown, Chazy, Crown Point, Keene, Moriah, Northeast Clinton, Northern Adirondack, Peru, Plattsburgh, Putnam, Saranac, Schroon Lake, Ticonderoga, Willsboro:

IT IS THEREFORE RESOLVED, that after diligently analyzing written notices provided by component Districts via Board Resolution, committing to pay the actual costs of operating the 2024 summer program, notwithstanding State Education Department tuition rates, the CEWW Board of Cooperative Educational Services authorizes the CEWW BOCES Special Education Director to provide 2024 Special Education School-Age Summer School.

## **ENC. 13**

1. WHEREAS, the stated vision of CEWW BOCES is to “meet the needs and expectations of our component schools, the communities and all learners who are affected by our services,” and such vision is central to the desire of the Districts who wish to continue to have CEWW BOCES provide regional Special Education School-Age Summer School; and

WHEREAS, CEWW BOCES provides Special Education School-Age Summer School services in a cost-effective manner, due to the ability of CEWW BOCES to offer and provide services to multiple Districts which are able to share costs; and

IT IS THEREFORE RESOLVED, that if component Districts commit by Board Resolution to pay the actual costs of operating the 2025 summer program, notwithstanding State Education Department tuition rates, as indicated by written notice from those Districts, no later than August 1, 2024; CEWW BOCES will diligently analyze its ability to provide services in summer 2025, based in part, on the number of component participants and students; and

THEREFORE, BE IT FURTHER RESOLVED that if any provision of this RESOLUTION or any application of the RESOLUTION shall be found contrary to law, then such RESOLUTION or application shall not be deemed to be valid and subsisting, except to the extent permitted by law.

## **ENC. 14**

Recommend that the Board approve the following Special Education School-Age Summer School Resolution(s):

1. WHEREAS, the stated vision of Clinton-Essex-Warren-Washington (CEWW) BOCES is to “meet the needs and expectations of our non-component schools, the communities and all learners who are affected by our services,” and such vision is central to the desire of the Districts who wish to continue to have CEWW BOCES provide regional Special Education School-Age Summer School; and

WHEREAS, CEWW BOCES provides Special Education School-Age Summer School services in a cost-effective manner, due to the ability of CEWW BOCES to offer and provide services to multiple Districts which are able to share costs; and

WHEREAS, the CEWW BOCES has received written notification from the following school districts indicating their commitment to participate in the 2024 Special Education School-Age Summer School and to pay the actual costs of operating the 2024 summer program, notwithstanding State Education Department tuition rates: Chateaugay, Lake Placid, Malone, North Warren, and Saranac Lake;

IT IS THEREFORE RESOLVED, that after diligently analyzing written notices provided by non-component Districts via Board Resolution, committing to pay the actual costs of operating the 2024 summer program, notwithstanding State Education Department tuition rates, the CEWW Board of Cooperative Educational Services authorizes the CEWW BOCES Special Education Director to provide 2024 Special Education School-Age Summer School.

## **ENC. 15**

1. WHEREAS, the stated vision of CEWW BOCES is to “meet the needs and expectations of our non-component schools, the communities and all learners who are affected by our services,” and such vision is central to the desire of the Districts who wish to continue to have CEWW BOCES provide regional Special Education School-Age Summer School; and

WHEREAS, CEWW BOCES provides Special Education School-Age Summer School services in a cost-effective manner, due to the ability of CEWW BOCES to offer and provide services to multiple Districts which are able to share costs; and

IT IS THEREFORE RESOLVED, that if non-component Districts commit by Board Resolution to pay the actual costs of operating the 2025 summer program, notwithstanding State Education Department tuition rates, as indicated by written notice from those Districts, no later than August 1, 2024; CEWW BOCES will diligently analyze its ability to provide services in summer 2025, based in part, on the number of non-component participants and students; and

THEREFORE, BE IT FURTHER RESOLVED that if any provision of this RESOLUTION or any application of the RESOLUTION shall be found contrary to law, then such RESOLUTION or application shall not be deemed to be valid and subsisting, except to the extent permitted by law.

## **ENC. 16**

Recommend that the Board approve the following Transportation Agreement Renewal(s):

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, 2023 through June 30, 2024 at a current estimated cost of \$17,000. (CV-TEC) (attached)

## **ENC. 17**

Recommend that the Board approve the following Resolution(s):

1. WHEREAS, the BOCES has a Retirement Contribution Reserve Fund (RCR) as permitted in General Municipal Law Section 6-r to fund employer retirement contributions to the State and Local Employees' Retirement System (ERS); and

WHEREAS the BOCES has approved the establishment of the Retirement Contribution Reserve – TRS Sub-Fund as permitted in the General Municipal Law Section 6-r to fund employer retirement contributions to the NYS Teachers' Retirement System (TRS); and

WHEREAS, the BOCES wishes to fund the TRS Sub-Fund Reserve,  
Authorize and direct the Treasurer to contribute unappropriated surplus funds in an amount not to exceed \$102,358, which is less than the 2% annual limit of 2022-2023 TRS Billable Earnings, and equals the total maximum balance of 10%, of the same, that can be maintained in the TRS Sub-Reserve.

## **ENC. 18**

Recommend the Board approve the following Agreement(s):

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Stafford, Owens, Murnane, Kelleher, Miller, Meyer & Zedick, PLLC for Legal Services as needed, at a rate of \$230 per hour for all attorney services; \$130 per hour for law clerk services; and \$100 per hour for paralegal services for the period July 1, 2024 through June 30, 2025. (Administration) (attached)
2. Agreement between Clinton-Essex-Warren-Washington BOCES and Honeywell Law Firm, PLLC for Legal Services as needed, at a rate of \$210 per hour for legal services for the period July 1, 2024 through June 30, 2025. (Administration) (attached)
3. Agreement between Clinton-Essex-Warren-Washington BOCES and Bartlett, Pontiff, Stewart & Rhodes, P.C. for Legal Services as needed, at a rate of \$250 per hour for attorney services and \$150 per hour for paralegal services for the period of July 1, 2024 through June 30, 2025. (Administration) (attached)

## ENC. 18 (Continued)

4. Agreement between Clinton-Essex-Warren-Washington BOCES and Ferrara Fiorenza PC for Legal Services as needed, at a rate of \$230 per hour for partner, senior counsel and counsel services; \$175 to \$225 per hour for associate services; \$160 per hour for law clerk services; and \$140 per hour for paralegal services for the period July 1, 2024 through June 30, 2025. (Administration) (attached)

## ENC. 19

Audit Committee Meeting Highlights (Info. Only) (Attached)

## ENC. 20

1. Recommend that the Board amend the following appointment that was approved at the June 14, 2023 meeting:

Recommend that the Board appoint the following person(s) to a ~~Four-Year Probationary Appointment~~ Temporary appointment for the 2023-2024 school year as follows:

Name: Krista Williams

~~Tenure Area: Special Education Teacher~~

Position: Special Education Teacher

Effective Date: September 5, 2023 – June 30, 2024

~~Tentative Tenure Date: September 5, 2027~~

Certification Status: Literacy (Birth - Grade 6) Professional Certificate, Childhood Educations (Grades 1-6) Professional Certificate

Annualized Salary: \$56,000

2. Recommend that the Board Amend the following appointment that was approved at the February 14, 2024 meeting:

Recommend that the Board approve the following Additional Work for the 2023-2024 School Year:

Stipend Positions, Compensation per collective bargaining agreement

Melissa Smith

New Employee Mentor (x2)

3. Recommend that the Board Amend the following appointment that was approved at the May 8, 2024 meeting:

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

## **ENC. 20 (Continued)**

Name: Realelena Hurley  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: ~~May 3, 2024~~ July 1, 2024  
Tentative Tenure Date: ~~May 3, 2028~~ July 1, 2028  
Certification Status: Teaching Assistant, Level 1

## **ENC. 21**

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

1. Mary Lou Allen, Adult Literacy Teacher, effective May 21, 2024
2. Rachel Aldrich, Special Education Teacher, effective June 27, 2024
3. Adele Huchro, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant position
4. Kayla Coolidge, Teaching Assistant, effective July 1, 2024 for the purpose of accepting a Teacher Aide/ Student Aide position
5. Shay Maggy, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant position
6. Rebekah Riley, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
7. Kendra Snide, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
8. Kiera Jo Simpson, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
9. Angela DeFelice, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position

## **ENC. 22**

Recommend that the Board approve the following leave(s) of absence:

1. Rhona Stoffel, Special Education Teacher, unpaid leave of absence, effective September 30, 2024 through June 30, 2025

## **ENC. 23**

Recommend that the Board approve the following Temp-on-call and substitute positions for the 2023 – 2024 school year:

<u>Name</u>	<u>Position</u>
James McCartney	Principal

## **ENC. 23 (Continued)**

Abigail Breyette	Teaching Assistant
Abaigael Lebrun	Teaching Assistant
Katelyn Cragle	Teaching Assistant
Heather Stranahan	Teaching Assistant
Thomas Church	Teaching Assistant ( <i>pending fingerprint clearance</i> )
Abigail Breyette	Teacher
Katelyn Cragle	Teacher
Thomas Church	Teacher ( <i>pending fingerprint clearance</i> )
Abaigael Lebrun	Teacher Aide/Student Aide

## **ENC. 24**

Recommend that the Board approve the following Temp-on-call and substitute positions for the 2024 – 2025 school year:

<u>Name</u>	<u>Position</u>
Evie Angle	Account Clerk/ Typist
Debra Geddes	Account Clerk/ Typist
Teri Calabrese- Gray	Administrator
Cynthia Ford-Johnston	Administrator
Grace Stay	Administrator
Donald Bush	Cleaner/Messenger
Michael Riley	Cleaner/Messenger
Paul Ghenoiu	Cleaner/Messenger
Rebecca Garrow	Clerk
Deborah Sears	Clerk
Kolbee LaPoint	Computer Lab Assistant
Wyatt Premore	Computer Lab Assistant
David Rabideau	Custodial Worker- Retiree
Jane Bush	Digital Print Machine Operator, \$25/hr
Kim Wimett	Digital Print Machine Operator, \$25/hr
Donald Bush	Laborer
Bryan Walton	Musical Instrument Repair Technician
Jennifer Christiansen	Principal
Sandford Coakley	Principal
Christopher Mazzella	Principal
James McCartney	Principal
Thomas Ryan	Principal
Grace Stay	Principal
Thomas Tregan	Principal
Diane Leavine	Senior Stenographer
Abaigael Lebrun	Teaching Assistant
Katelyn Cragle	Teaching Assistant
Alexandria Miller	Teaching Assistant

## **ENC. 24 (Continued)**

Heather Stranahan  
Nancy Snyder  
Thomas Church  
Katelyn Cragle  
Alexandria Miller  
Nancy Snyder  
Thomas Church  
Abaigael Lebrun

Teaching Assistant  
Teaching Assistant  
Teaching Assistant (*pending fingerprint clearance*)  
Teacher  
Teacher  
Teacher  
Teacher (*pending fingerprint clearance*)  
Teacher Aide/ Student Aide

## **ENC. 25**

Recommend that the Board approve the following Adult Education Course Instructors for the 2023 – 2024 school year:

Adult Education, \$30/hr  
Thomas Church (*pending fingerprint clearance*)

## **ENC. 26**

Recommend that the Board approve the following Adult Education Course Instructors for the 2024 – 2025 school year:

Adult Education, hourly rate of pay per contract  
Dana Poirier  
Katie LaBonte

Adult Education, \$34/hr  
Thomas Church (*pending fingerprint clearance*)  
Scott Fairchild  
Chris Latremore  
Harold Mallette

## **ENC. 27**

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

1. Todd Mayo, Cleaner/Messenger, effective July 9, 2024

## **ENC. 28**

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

1. Name: Richard Beaudry (was temporary)

## **ENC. 28 (Continued)**

Tenure Area: Technical Subjects/ Welding Teacher  
Position: Welding Teacher  
Effective Date: April 16, 2024  
Tentative Tenure Date: April 16, 2028  
Certification Status: Welding 7-12, Transitional A

2. Name: Melanie L. Faville (was temporary)  
Tenure Area: Technical Subjects/ Digital Production & Multimedia Communications Teacher  
Effective Date: May 3, 2024  
Tentative Tenure Date: May 3, 2028  
Certification Status: Commercial Art 7-12, Transitional A
3. Name: Brianna Burnham (was temporary)  
Tenure Area: School Social Worker  
Position: School Social Worker  
Effective Date: May 18, 2024  
Tentative Tenure Date: May 18, 2028  
Certification Status: School Social Worker, Provisional
4. Name: Patricia Sharlow  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: May 31, 2024  
Tentative Tenure Date: May 31, 2028  
Certification Status: Teaching Assistant, Level 1  
Annualized Salary: \$26,828
5. Name: Kendra Snide  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: July 1, 2024  
Tentative Tenure Date: July 1, 2028  
Certification Status: Teaching Assistant, Level 1  
Annualized Salary: \$29,750
6. Name: Kiera Jo Simpson  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: July 1, 2024  
Tentative Tenure Date: July 1, 2028  
Certification Status: Teaching Assistant, Level 1

## **ENC. 28 (Continued)**

Annualized Salary: \$29,750

7. Name: Heather Bailey  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: September 3, 2024  
Tentative Tenure Date: September 3, 2028  
Certification Status: Teaching Assistant, Level 1  
Annualized Salary: \$29,750

8. Name: Ella Bojanic  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: September 3, 2024  
Tentative Tenure Date: September 3, 2028  
Certification Status: Teaching Assistant, Level 1  
Annualized Salary: \$29,750

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

## **ENC. 29**

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

1. Name: Nicole Soden  
Position: Teacher Aide/ Student Aide  
Effective Date: May 6, 2024  
Tentative Permanent Date: May 6, 2025  
Annualized Salary: \$20,950
2. Name: Shanna Rivers  
Position: Teacher Aide/ Student Aide  
Effective Date: May 30, 2024  
Tentative Permanent Date: May 30, 2025  
Annualized Salary: \$20,950

### **ENC. 29 (Continued)**

3. Name: Leeann Bishop  
Position: Account Clerk/ Typist  
Effective Date: July 1, 2024  
Tentative Permanent Date: July 1, 2025  
Annualized Salary: \$31,775
  
4. Name: Kayla Coolidge  
Position: Teacher Aide/ Student Aide  
Effective Date: July 1, 2024  
Tentative Permanent Date: July 1, 2025  
Annualized Salary: \$21,686
  
5. Name: Christina Goddeau  
Position: Teacher Aide/ Student Aide  
Effective Date: September 3, 2024  
Tentative Permanent Date: September 3, 2025  
Annualized Salary: \$23,500

### **ENC. 30**

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

1. Name: Leah Russell  
Position: Payroll Clerk  
Effective Date: June 4, 2024  
Annualized Salary: \$42,750
  
2. Name: Taylor Sullivan  
Position: School District Treasurer  
Effective Date: June 17, 2024  
Annualized Salary: \$63,000
  
3. Name: Jessica Lagree  
Position: Payroll/ Purchasing Clerk  
Effective Date: July 1, 2024  
Annualized Salary: \$45,000

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

## **ENC. 31**

Recommend that the Board approve the following person(s) to perform Building Checks for the 2024 – 2025 school year:

<u>Name</u>	<u>Location</u>
Eric Rosselli	Mineville (\$65/day)
Adam Siano	Mineville (\$65/day)
Jeff Coon	Plattsburgh (\$100/day)
Mike Clarke	Plattsburgh (\$100/day)
Mike Fisher	Plattsburgh (\$100/day)
Ken Simmons	Plattsburgh (\$100/day)

## **ENC. 32**

Recommend that the Board appoint the following person(s) to a Temporary Appointment as follows for the 2024 – 25 school year:

1. Name: Adele Huchro  
Position: Teaching Assistant  
Effective Date: July 1, 2024-June 30, 2025  
Certification Status: Uncertified  
Annualized Salary: \$29,750
2. Name: Angela Defelice  
Position: Teaching Assistant  
Effective Date: July 1, 2024- June 30, 2025  
Certification Status: Uncertified  
Annualized Salary: \$29,750
3. Name: Shay Maggy  
Position: Teaching Assistant  
Effective Date: July 1, 2024- June 30, 2025  
Certification Status: Uncertified  
Annualized Salary: \$29,750
4. Name: Rebekah Riley  
Position: Teaching Assistant  
Effective Date: July 1, 2024- June 30, 2025  
Certification Status: Uncertified  
Annualized Salary: \$29,750
5. Name: Matthew Taylor  
Position: Teaching Assistant  
Effective Date: September 3, 2024- June 30, 2025  
Certification Status: Uncertified



## ENC. 35

Recommend that the Board approve the following Additional Work for the 2024 – 2025 School Year:

<u>Continuation of normal work year duties, hourly rate of pay</u>	
Tiffany Snow	Not-to-exceed 168 hours
Penny Bowers	Not-to-exceed 210 hours
Dalton Castine	Not-to-exceed 168 hours
Alexis Dirolf	Not-to-exceed 168 hours
Bridget Snow	Not-to-exceed 168 hours
Rene Sprague	Not-to-exceed 210 hours
Madeline Kaplan	Not-to-exceed 168 hours
Leopoldo Carvajal	Not-to-exceed 168 hours
Stephanie Sorgule	Not-to-exceed 80 hours
Chris Falvey	Not-to-exceed 165 hours
Audrey Crucetti	Not-to-exceed 165 hours
Kayla Laughlin	Not-to-exceed 165 hours
Jeffrey Parker	Not-to-exceed 165 hours
Bridgette Phillips	Not-to-exceed 120 hours
Katelyn Christian	Not-to-exceed 8 hours
Shanni Hicks-Wilson	Not-to-exceed 8 hours
Christie Lee	Not-to-exceed 8 hours
Melissa Litts	Not-to-exceed 8 hours
Nichole Strong	Not-to-exceed 8 hours
Krystal Jaquish	Not-to-exceed 8 hours
Danielle Swart	Not-to-exceed 8 hours
Meghan Roser	Not-to-exceed 8 hours
Kim Denton	Not-to-exceed 30 hours
Heidi Wells	Not-to-exceed 18 hours
Arianna Menard	Not-to-exceed 18 hours

<u>Committee Work, hourly rate of pay per contract</u>	
Joanne Mazzotte (Building Procedures Committee)	Not-to-exceed 14 hours
Fay Cheney (Building Procedures Committee)	Not-to-exceed 14 hours
Kevin Shaw (Building Procedures Committee)	Not-to-exceed 14 hours
Chris Huchro (Building Procedures Committee)	Not-to-exceed 14 hours
Maria Spadafora (Building Procedures Committee)	Not-to-exceed 14 hours
Jen Haley (Positivity Project Set Up)	Not-to-exceed 10 hours
Angie Waldron (Shared Decision- Making)	Not-to-exceed 10 hours
Arianna Menard (Shared Decision- Making)	Not-to-exceed 10 hours
Audrey Crucetti (Shared Decision- Making)	Not-to-exceed 10 hours
Brandy Rosselli (Shared Decision- Making)	Not-to-exceed 10 hours
Casandra Kellaway (Shared Decision- Making)	Not-to-exceed 10 hours
Chris Falvey (Shared Decision- Making)	Not-to-exceed 10 hours
Christie Lee (Shared Decision- Making)	Not-to-exceed 10 hours
Jeffrey Parker (Shared Decision- Making)	Not-to-exceed 10 hours
Jami Ganter (Shared Decision- Making)	Not-to-exceed 10 hours

## ENC. 35 (Continued)

Jennifer Haley (Shared Decision- Making)	Not-to-exceed 10 hours
Kayla Laughlin (Shared Decision- Making)	Not-to-exceed 10 hours
Krystal Jaquish (Shared Decision- Making)	Not-to-exceed 10 hours
Lauren Jaquish (Shared Decision- Making)	Not-to-exceed 10 hours
Lisa Briscoe (Shared Decision- Making)	Not-to-exceed 10 hours
Mandi Spofford (Shared Decision- Making)	Not-to-exceed 10 hours
Melissa Gough (Shared Decision- Making)	Not-to-exceed 10 hours
Patricia Edwards (Shared Decision- Making)	Not-to-exceed 10 hours
Rebekah Riley (Shared Decision- Making)	Not-to-exceed 10 hours
Suzanne Chrisman (Shared Decision- Making)	Not-to-exceed 10 hours
Tonya Robinson (Shared Decision- Making)	Not-to-exceed 10 hours

### Curriculum Development, hourly rate of pay per contract

Jennifer Gero	Not-to-exceed 14 hours
Kathryn Savard	Not-to-exceed 14 hours
Alyssa Restrepo (Big Brother/ Big Sister PD)	Not-to-exceed 5 hours
Maxwell Neimeier (Big Brother/ Big Sister PD)	Not-to-exceed 5 hours
Jennifer Haley (Science Investigations)	Not-to-exceed 20 hours
Julie Adams (Science Investigations)	Not-to-exceed 20 hours
Arianna Menard (Science Investigations)	Not-to-exceed 20 hours
Melissa Gough (Science Investigations)	Not-to-exceed 20 hours
Elizabeth Landrie (Creation of Science Labs)	Not-to-exceed 50 hours
Joanne Beaudry (Creation of Science Labs)	Not-to-exceed 50 hours
Patrick McCaffrey (Creation of Science Labs)	Not-to-exceed 50 hours
Arianna Menard (ITSP Program Alignment)	Not-to-exceed 18 hours
Realelena Hurley (ITSP Program Alignment)	Not-to-exceed 18 hours
Joanne Beaudry (ITSP Program Alignment)	Not-to-exceed 18 hours
Andrea Trombley (ITSP Program Alignment)	Not-to-exceed 18 hours
Kim Denton (ITSP Program Alignment)	Not-to-exceed 18 hours
Heidi Wells (ITSP Program Alignment)	Not-to-exceed 18 hours

### Program Development, hourly rate of pay per contract

Kim Denton (ITSP Class Support)	Not-to-exceed 6 hours
Heidi Wells (ITSP Class Support)	Not-to-exceed 6 hours
Joanne Beaudry (ITSP Class Support)	Not-to-exceed 6 hours
Arianna Menard (ITSP Class Support)	Not-to-exceed 6 hours

### Trainings, hourly rate of pay per contract

Alma Medina (New CTE Teacher Training)	Not-to-exceed 14 hours
Caitlin Yelle (SREB Professional Development)	Not-to-exceed 35 hours
Kayla Laughlin (TCIS Refresher)	Not-to-exceed 42 hours
Audrey Crucetti (TCIS Refresher)	Not-to-exceed 42 hours
Heidi Wells (TCIS Refresher)	Not-to-exceed 42 hours
Alexis Beyer (TCIS)	Not-to-exceed 6 hours
Alison Hurlock (TCIS)	Not-to-exceed 6 hours

## **ENC. 35 (Continued)**

Allison Bola (TCIS)	Not-to-exceed 6 hours
Alyssa Morin (TCIS)	Not-to-exceed 6 hours
Alyssa Restrepo (TCIS)	Not-to-exceed 6 hours
Amy Keech (TCIS)	Not-to-exceed 6 hours
Amy Ladue (TCIS)	Not-to-exceed 6 hours
Andrea Trombley (TCIS)	Not-to-exceed 6 hours
Andrew Brousseau (TCIS)	Not-to-exceed 6 hours
Andrew Tedford (TCIS)	Not-to-exceed 6 hours
Angela Defelice (TCIS)	Not-to-exceed 6 hours
Arianna Hicks (TCIS)	Not-to-exceed 6 hours
Ashley Brown (TCIS)	Not-to-exceed 6 hours
Brandy Rivers (TCIS)	Not-to-exceed 6 hours
Brandy Rosselli (TCIS)	Not-to-exceed 6 hours
Brianna Burnham (TCIS)	Not-to-exceed 6 hours
Bridget Trombley (TCIS)	Not-to-exceed 6 hours
Caitlin Thompson (TCIS)	Not-to-exceed 6 hours
Cheryl Spoor (TCIS)	Not-to-exceed 6 hours
Chris Falvey (TCIS)	Not-to-exceed 6 hours
Cindy LaBombard (TCIS)	Not-to-exceed 6 hours
Cindy Williams (TCIS)	Not-to-exceed 6 hours
Cynthia Moran (TCIS)	Not-to-exceed 6 hours
Dana Gilbo (TCIS)	Not-to-exceed 6 hours
Danielle Brienza (TCIS)	Not-to-exceed 6 hours
Danielle Swart (TCIS)	Not-to-exceed 6 hours
Denice French (TCIS)	Not-to-exceed 6 hours
Eileen Goralczyk (TCIS)	Not-to-exceed 6 hours
Elizabeth Laundrie (TCIS)	Not-to-exceed 6 hours
Elizabeth Theeman (TCIS)	Not-to-exceed 6 hours
Emily Duquette (TCIS)	Not-to-exceed 6 hours
Emily Schwalb (TCIS)	Not-to-exceed 6 hours
Erin Garrison (TCIS)	Not-to-exceed 6 hours
Eryn Marshall (TCIS)	Not-to-exceed 6 hours
Jami Ganter (TCIS)	Not-to-exceed 6 hours
Janet McCray (TCIS)	Not-to-exceed 6 hours
Janine Manley (TCIS)	Not-to-exceed 6 hours
Jennie Fox (TCIS)	Not-to-exceed 6 hours
Jennifer Cowling (TCIS)	Not-to-exceed 6 hours
Jennifer Haley (TCIS)	Not-to-exceed 6 hours
Jesse Ballard (TCIS)	Not-to-exceed 6 hours
Jill Spring (TCIS)	Not-to-exceed 6 hours
Joan Hubbard (TCIS)	Not-to-exceed 6 hours
Jocelyn Rock (TCIS)	Not-to-exceed 6 hours
Julie Adams (TCIS)	Not-to-exceed 6 hours
Julie Manley (TCIS)	Not-to-exceed 6 hours
Karen Yeager (TCIS)	Not-to-exceed 6 hours

**ENC. 35 (Continued)**

Kathy Kotsogiannis (TCIS)	Not-to-exceed 6 hours
Kayla Coolidge (TCIS)	Not-to-exceed 6 hours
Kiera Simpson (TCIS)	Not-to-exceed 6 hours
Krista Williams (TCIS)	Not-to-exceed 6 hours
Lauren Jaquish (TCIS)	Not-to-exceed 6 hours
Leslie Plante (TCIS)	Not-to-exceed 6 hours
Lisa Recore (TCIS)	Not-to-exceed 6 hours
Mandi Spofford (TCIS)	Not-to-exceed 6 hours
Maryssa Romeo (TCIS)	Not-to-exceed 6 hours
Maxwell Neimeier (TCIS)	Not-to-exceed 6 hours
Melissa Gough (TCIS)	Not-to-exceed 6 hours
Melissa Litts (TCIS)	Not-to-exceed 6 hours
Michelle Lawrence (TCIS)	Not-to-exceed 6 hours
Michelle Mosher (TCIS)	Not-to-exceed 6 hours
Morgyn Cassavaugh (TCIS)	Not-to-exceed 6 hours
Nichole Strong (TCIS)	Not-to-exceed 6 hours
Nicole Haran (TCIS)	Not-to-exceed 6 hours
Patti Edwards (TCIS)	Not-to-exceed 6 hours
Peter Blackburn (TCIS)	Not-to-exceed 6 hours
Realelena Hurley (TCIS)	Not-to-exceed 6 hours
Rebekah Riley (TCIS)	Not-to-exceed 6 hours
Roxana Palmer (TCIS)	Not-to-exceed 6 hours
Sara Spring (TCIS)	Not-to-exceed 6 hours
Sarah Ryan (TCIS)	Not-to-exceed 6 hours
Suezanne Chrisman (TCIS)	Not-to-exceed 6 hours
Tonya Robinson (TCIS)	Not-to-exceed 6 hours
Alyssa Restrepo (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Andrew Tedford (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Arianna Menard (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Ashley Brown (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Bethany Katzfey (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Brandy Rosselli (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Chelsea Benway (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Cynthia Moran (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Elizabeth Laundrie (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Heather VanAlphen (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Heather Way-Agoney (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Janine Manley (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Jennifer Cowling (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Jennifer Haley (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Jesse Ballard (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Joanne Beaudry (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Joelle Lucia (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Julie Adams (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Karen Yeager (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours

## **ENC. 35 (Continued)**

Krista Williams (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Lisa Whalen (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Mariellen Boyd (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Maxwell Neimeier (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Melissa Gough (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Pamela Carroll (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Patrick McCaffrey (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Savanna-Lin Frederick (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Adele Huchro (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Alexis Beyer (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Allison Bola (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Alyssa Moran (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Amy Keech (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Amy Ladue (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Andrea Trombley (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Brandy Rivers (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Brianna Hall (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Brittney Morse (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Casandra Kellaway (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Conner Delavergne (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Dawn Bordeau (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Emily Duquette (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Emily Norwood (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Erin Garrison (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Heather Bailey (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Heather Hambleton (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Jacob Gittler (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Janet McCray (Ignite Your Skills- TA)	Not-to-exceed 6 hours
James Lavoie (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Jessica Willette (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Jill Spring (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Jocelyn Rock (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Johanna Pray (Ignite Your Skills- TA)	Not-to-exceed 6 hours
John Law (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Julie Fillion (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Kathleen Kotosogiannis (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Kendra Snide (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Kent Olsen (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Kiara Colgan (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Kiera Simpson (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Latalya Duell (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Lauren Jaquish (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Margarett Demeulemeester (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Melissa Slagenweit (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Michelle Mosher (Ignite Your Skills- TA)	Not-to-exceed 6 hours

## **ENC. 35 (Continued)**

Morgyn Cassavaugh (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Nicole Haran (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Patricia Fortin (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Patricia Sharlow (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Peter Blackburn (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Realelena Hurley (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Rebekah Riley (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Robert Holt (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Sara Spring (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Sarah Agnew (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Shay Maggy (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Staci Norton (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Susan Tourville (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Tammy Smith (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Tera Fillion-Potts (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Whitney Gagnier (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Alyssa Restrepo (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Andrew Tedford (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Brandy Rosselli (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Chelsea Benway (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Heather VanAlphen (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Heather Way-Agoney (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Jennifer Cowling (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Jennifer Haley (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Jesse Ballard (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Joanne Beaudry (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Joelle Lucia (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Maxwell Neimeir (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Melissa Gough (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Melissa Slagenweit (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Patrick McCaffrey (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Adele Huchro (ESY Training Day- TA)	Not-to-exceed 6 hours
Alexis Beyer (ESY Training Day- TA)	Not-to-exceed 6 hours
Alyssa Morin (ESY Training Day- TA)	Not-to-exceed 6 hours
Amy Keech (ESY Training Day- TA)	Not-to-exceed 6 hours
Andrea Trombley (ESY Training Day- TA)	Not-to-exceed 6 hours
Brianna Hall (ESY Training Day- TA)	Not-to-exceed 6 hours
Brittany Morse (ESY Training Day- TA)	Not-to-exceed 6 hours
Cheryl Spoor (ESY Training Day- TA)	Not-to-exceed 6 hours
Conner Delavergne (ESY Training Day- TA)	Not-to-exceed 6 hours
Dawn Bordeau (ESY Training Day- TA)	Not-to-exceed 6 hours
Emily Duquette (ESY Training Day- TA)	Not-to-exceed 6 hours
Emily Norwood (ESY Training Day- TA)	Not-to-exceed 6 hours
Heather Stranahan (ESY Training Day- TA)	Not-to-exceed 6 hours
Jaiden Varmette (ESY Training Day- TA)	Not-to-exceed 6 hours

## **ENC. 35 (Continued)**

James Lavoie (ESY Training Day- TA)	Not-to-exceed 6 hours
Jessica Willette (ESY Training Day- TA)	Not-to-exceed 6 hours
Jocelyn Rock (ESY Training Day- TA)	Not-to-exceed 6 hours
Johanna Pray (ESY Training Day- TA)	Not-to-exceed 6 hours
John Law (ESY Training Day- TA)	Not-to-exceed 6 hours
Kathleen Kotsogiannis (ESY Training Day- TA)	Not-to-exceed 6 hours
Kayla Marino (ESY Training Day- TA)	Not-to-exceed 6 hours
Kayla Mills (ESY Training Day- TA)	Not-to-exceed 6 hours
Kendra Snide (ESY Training Day- TA)	Not-to-exceed 6 hours
Kiera Colgan (ESY Training Day- TA)	Not-to-exceed 6 hours
Kieria Simpson (ESY Training Day- TA)	Not-to-exceed 6 hours
Latalya Duell (ESY Training Day- TA)	Not-to-exceed 6 hours
Lauren Jaquish (ESY Training Day- TA)	Not-to-exceed 6 hours
Lia Hemingway (ESY Training Day- TA)	Not-to-exceed 6 hours
Margret DeMeulemeester (ESY Training Day- TA)	Not-to-exceed 6 hours
Nichole Haran (ESY Training Day- TA)	Not-to-exceed 6 hours
Patricia Fortin (ESY Training Day- TA)	Not-to-exceed 6 hours
Patricia Sharlow (ESY Training Day- TA)	Not-to-exceed 6 hours
Payton Gough (ESY Training Day- TA)	Not-to-exceed 6 hours
Realelena Hurley (ESY Training Day- TA)	Not-to-exceed 6 hours
Sarah Agnew (ESY Training Day- TA)	Not-to-exceed 6 hours
Suzanne Chrisman (ESY Training Day- TA)	Not-to-exceed 6 hours
Tammy Ann Smith (ESY Training Day- TA)	Not-to-exceed 6 hours
Whitney Gagnier (ESY Training Day- TA)	Not-to-exceed 6 hours

### Trainings, \$31/ hr

Kallie Reece (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Kayla Marino (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Laurie Dubay (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Sarah Ballard (Ignite Your Skills- Teacher)	Not-to-exceed 12 hours
Abigail Breyette (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Avery Durgan (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Ella Bojanic (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Heather Stranahan (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Jaiden Vermette (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Kayla Mills (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Kayla Myers (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Lia Hemingway (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Matthew Taylor (Ignite Your Skills- TA)	Not-to-exceed 6 hours
Caron Laundree (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Jamie Ledwith (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Jenell Waldron (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Nicholas Brindisi (ESY Training Day- Teacher)	Not-to-exceed 6 hours
Avery Durgan (ESY Training Day- TA)	Not-to-exceed 6 hours

## ENC. 35 (Continued)

Jordan Doherty (ESY Training Day- TA)	Not-to-exceed 6 hours
Kayla Myers (ESY Training Day- TA)	Not-to-exceed 6 hours

### Classroom Moves, hourly rate of pay per contract

#### Teachers

Alyssa Restrepo	Not-to-exceed 6 hours
Andrew Tedford	Not-to-exceed 6 hours
Brandy Rosselli	Not-to-exceed 6 hours
Chelsea Benway	Not-to-exceed 6 hours
Heather VanAlphen	Not-to-exceed 6 hours
Heather Way-Agoney	Not-to-exceed 6 hours
Jennifer Cowling	Not-to-exceed 6 hours
Jennifer Haley	Not-to-exceed 6 hours
Jesse Ballard	Not-to-exceed 6 hours
Joanne Beaudry	Not-to-exceed 6 hours
Joelle Lucia	Not-to-exceed 6 hours
Maxwell Neimeir	Not-to-exceed 6 hours
Melissa Gough	Not-to-exceed 6 hours
Melissa Slagenweit	Not-to-exceed 6 hours
Patrick McCaffrey	Not-to-exceed 6 hours

#### Teaching Assistants

Adele Huchro	Not-to-exceed 6 hours
Alexis Beyer	Not-to-exceed 6 hours
Alyssa Morin	Not-to-exceed 6 hours
Amy Keech	Not-to-exceed 6 hours
Andrea Trombley	Not-to-exceed 6 hours
Brianna Hall	Not-to-exceed 6 hours
Brittany Morse	Not-to-exceed 6 hours
Cheryl Spoor	Not-to-exceed 6 hours
Conner Delavergne	Not-to-exceed 6 hours
Dawn Bordeau	Not-to-exceed 6 hours
Emily Duquette	Not-to-exceed 6 hours
Emily Norwood	Not-to-exceed 6 hours
Jaiden Varmette	Not-to-exceed 6 hours
James Lavoie	Not-to-exceed 6 hours
Jessica Willette	Not-to-exceed 6 hours
Jocelyn Rock	Not-to-exceed 6 hours
Johanna Pray	Not-to-exceed 6 hours
John Law	Not-to-exceed 6 hours
Kathleen Kotsogiannis	Not-to-exceed 6 hours
Kayla Marino	Not-to-exceed 6 hours
Kendra Snide	Not-to-exceed 6 hours
Kiera Colgan	Not-to-exceed 6 hours

## ENC. 35 (Continued)

Kieria Simpson	Not-to-exceed 6 hours
Latalya Duell	Not-to-exceed 6 hours
Lauren Jaquish	Not-to-exceed 6 hours
Margaret DeMeulemeester	Not-to-exceed 6 hours
Nichole Haran	Not-to-exceed 6 hours
Patricia Fortin	Not-to-exceed 6 hours
Patricia Sharlow	Not-to-exceed 6 hours
Payton Gough	Not-to-exceed 6 hours
Realelena Hurley	Not-to-exceed 6 hours
Sarah Agnew	Not-to-exceed 6 hours
Suezanne Chrisman	Not-to-exceed 6 hours
Tammy Ann Smith	Not-to-exceed 6 hours
Whitney Gagnier	Not-to-exceed 6 hours

### Related Service Providers

Brianna Burnham	Not-to-exceed 6 hours
Audrey Crucetti	Not-to-exceed 6 hours
Kim Denton	Not-to-exceed 6 hours
Arianna Hicks	Not-to-exceed 6 hours
Kayla Laughlin	Not-to-exceed 6 hours
Jeffrey Parker	Not-to-exceed 6 hours
Mandi Spofford	Not-to-exceed 6 hours
Philip Bean	Not-to-exceed 6 hours
Eryn Marshall	Not-to-exceed 6 hours
Lisa Recore	Not-to-exceed 6 hours
Catherine Premore	Not-to-exceed 6 hours
Reed Hofmann	Not-to-exceed 6 hours
Lindsey Gilmore	Not-to-exceed 6 hours
Katelyn Christian	Not-to-exceed 6 hours
Shanni Hicks-Wilson	Not-to-exceed 6 hours
Danielle Swart	Not-to-exceed 6 hours

### Classroom Moves, \$31/hr

#### Teachers

Caron Laundree	Not-to-exceed 6 hours
Jamie Ledwith	Not-to-exceed 6 hours
Jenell Waldron	Not-to-exceed 6 hours
Nicholas Brindisi	Not-to-exceed 6 hours

#### Teaching Assistants

Avery Durgan	Not-to-exceed 6 hours
Jordan Doherty	Not-to-exceed 6 hours
Kayla Mills	Not-to-exceed 6 hours

**ENC. 35 (Continued)**

Kayla Myers  
Lia Hemingway

Not-to-exceed 6 hours  
Not-to-exceed 6 hours

**ENC. 36**

Recommend that the Board approve the following Facilitators for the 2024 – 2025 School Year:

Facilitators, \$30/hr

Rebecca Banker  
Holley Christiansen  
Sanford Coakley  
Jennifer Daniels  
Kim Denton  
Cheryl Dodds  
Brenda Drummond  
Melissa Dudyak  
Hilary Eilers  
Penny Favreau  
Kaitlin Fielder  
Theresa Figoni  
Jacquelyn Germain  
James Grant  
Bonnie Gregware  
Kathleen Howard  
Danielle Janisewski  
Dean Lincoln  
Carlos Madan  
Laurie Martin  
Kim Mayer  
Ann Mazzella  
Christopher Mazzella  
Jeff Morelock  
Donald Olcott  
Sonal Patel-Dame  
Rachel Ribis  
Charlene Rydgren  
A. Paul Scott  
Melissa Seymour  
Rebecca Shuman  
Debra Spaulding  
Susan Stafford-Gough  
Angie Waldron  
Elaine Whitcomb  
Michael Zent

## **ENC. 37**

Recommend that the Board approve the following part-time appointment(s) for the 2024 – 2025 school year:

Education Grant Specialist, \$26/hr

Brianna Burnham

Kelly Wilson-Stevens

Communications & Publications Assistant, \$20/hr

Amelia Stevens

## **ENC. 38**

Recommend that the Board approve the following 2024 – 2025 Special Education Summer School (ESY) Staffing:

Registered Nurse, hourly rate of pay per contract

Kelly Tursky

Erin Spoor

Special Enrichment Class Teacher, hourly rate of pay per contract

Anika Craig

Speech and Hearing Teacher, hourly rate of pay per contract

Danielle Swart

Teacher Aide/ Student Aide, hourly rate of pay per contract

Kyla Clark

Shanna Rivers

Nicole Soden

Teaching Assistant, hourly rate of pay per contract

Adele Huchro

Bethany Katzfey

Kent Olsen

Cheryl Spoor

Teacher Aide/ Student Aide, \$17/hr

Christina Goddeau

Hailey Reynolds

Shelby Midgett

Hadley Lucas

Caitlin Vallieres

Hannah Booth

Kelly McCormick

## **ENC. 38 (Continued)**

Amanda Dickinson  
Allie Huchro  
Annette Miller  
Amy Phinney  
Heidi Drollette  
Madison Bokus  
Abaigael Lebrun

### Teaching Assistant, \$29/hr

Heather Bailey  
Matthew Taylor  
Kayla Marino  
Avery Durgan  
Lia Hemingway  
Abigail Breyette  
Jaiden Varmette  
Desiree Cassavaugh  
Heather Stranahan  
Abaigael Lebrun

## **ENC. 39**

Recommend that the Board authorize reimbursement of fingerprinting fees up to \$105 for employees receiving fingerprint clearance for the purpose of working at CVES. Employees must submit application for reimbursement of costs on or before June 30, 2024. Employees hired in the following positions, and fingerprinted between June 1, 2023 and June 30, 2024, will be eligible for reimbursement of fingerprint fees after working 10 days at CVES:

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

**ENC. 40**

Recommend the Board establish the following Temporary On-Call rates for the 2024-2025 school year effective July 1, 2024:

Title (Temporary-On-Call)	2023-2024	Type	2024-2025	Type
Teacher	\$130	Daily	\$135	Daily
Teacher - Retiree	\$130	Daily	\$150	Daily
Counselor	\$130	Daily	\$135	Daily
Nurse (RN)	\$150	Daily	\$155	Daily
Teaching Assistant	\$115	Daily	\$120	Daily
Teacher Aide/Job Placement Aide	\$105	Daily	\$110	Daily
Custodial Worker	\$17	Hourly	\$18	Hourly
Building Maintenance Mechanic	\$18	Hourly	\$19	Hourly
Custodial/Building Maintenance Mechanic - Retiree	\$20	Hourly	\$21	Hourly
Bus Driver	\$22	Hourly	\$23	Hourly
Cook	\$17	Hourly	\$18	Hourly
Food Service Helper	\$16	Hourly	\$17	Hourly
Musical Instrument Repair Technician	\$20	Hourly	\$21	Hourly
Audio Visual Repair Technician	\$15	Hourly	\$16	Hourly
Cleaner Messenger	\$17	Hourly	\$18	Hourly
Computer Specialist	\$17	Hourly	\$18	Hourly
Computer Lab Assistant	\$16	Hourly	\$17	Hourly
Laborer	\$16	Hourly	\$17	Hourly
Temporary-On-Call Clerical (Clerk, Typist, Account Clerk/Typist, Stenographer, and Senior Stenographer)	\$17	Hourly	\$18	Hourly
Temporary-On-Call Clerical – CVES Retiree	\$20	Hourly	\$21	Hourly
Principal	\$370	Daily	\$375	Daily
Administrator	\$470	Daily	\$475	Daily

**ENC. 41**

Recommend that the Board approve the following Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and the Clinton County Sheriff's Office under with the County will provide the services of a School Resource Officer (SRO) at BOCES from July 1, 2024 through June 30, 2025 for a total amount not anticipated to exceed \$45,000. (Administration) (attached)

### **ENC. 42**

Recommend that the Board approve the following Lease Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Moriah Central School District for the purpose of allowing BOCES to lease classroom and office space at Moriah Central School, 39 Viking Lane, Port Henry, NY 12974 for the purpose of housing the Extended School Year Program. It has been determined this lease is the best financial interests of the BOCES on the basis of the needs of the BOCES and the BOCES' students. The agreement will commence July 8, 2024 and will continue through August 16, 2024. The annual rent paid to Moriah Central School District by BOCES for the contract term of July 8, 2024 to August 16, 2024 shall be \$7,500 for the covered term with an allowance to negotiate for more space at additional rent if more rooms are needed and become available. This cost has been determined to be less than or equal to market value. This lease is without conflict of interest. (Rise Center for Success) (attached)

### **ENC. 43**

Recommend that the Board approve the following Lease Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Plattsburgh City School District for the purpose of allowing BOCES to lease classroom and office space at Momont Elementary School, 60 Monty Street, Plattsburgh, NY 12901 for the purpose of housing the Extended School Year Program. It has been determined this lease is the best financial interests of the BOCES on the basis of the needs of the BOCES and the BOCES' students. The agreement will commence July 8, 2024, and will continue through August 16, 2024. The annual rent paid to Plattsburgh City School District by BOCES for the contract term of July 8, 2024 to August 16, 2024, shall be \$30,000 for the covered term with an allowance to negotiate for more space at additional rent if more rooms are needed and become available. This cost has been determined to be less than or equal to market value. This lease is without conflict of interest. (Rise Center for Success) (attached)

### **ENC. 44**

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

1. Leisa Boise, Ed Marin  
NYSSBA Summer Law Conference  
July 18, 2024  
The Desmond Hotel by Crowne Plaza, Albany, NY (overnight accommodations needed)

**ENC. 45**

Revised Policy – First Reading

1. #5300 Code of Conduct

**ENC. 46**

Reports from Directors (attached)

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

DATE: May 8, 2024  
KIND OF MEETING: Regular Board Meeting  
PLACE: Yandon-Dillon Education Center, Mineville, NY

Board Members Present:

Leisa Boise  
Richard Harriman, Sr. (Virtual)  
Ed Marin  
Bruce Murdock  
Emily Phillips  
Lori Saunders  
Michael St. Pierre  
Eddie Webbinaro  
Donna Wotton

Board Members Absent:

Kathy Comins-Hunter  
Patricia Gero  
Dina Garvey  
Emily Reynolds Bergh

Others Present:

Amy Campbell  
Michele Friedman  
Dr. Matthew Slattery  
Dr. Eric Bell

Executive Officer:

Dr. Mark Davey

Board Clerk:

Katelyn Smart

MEETING  
TO ORDER

Board President Michael St. Pierre called the meeting to order at 6:09 pm.

EXECUTIVE  
SESSION

Mr. Murdock moved, seconded by Mrs. Boise, that the Board go into Executive Session at 6:11 pm 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 publicly would substantially affect the value thereof. All Board Members present voted yes—motion carried.

The Executive Session commenced with Dr. Davey and the Board members reviewing and discussing his District Superintendent Evaluation for 2023 – 2024. Next, President St. Pierre and Dr. Davey provided an update on our Board member vacancies following the 2024 BOCES Board election. There are two at-large seats vacant, and a non-represented component district has expressed interest in recommending a candidate to fill one of the seats. Third, a labor relations update was shared, and the Board reviewed several Health Insurance MOUs with CVES’ labor associations. Fourth, Dr. Davey reviewed several new position proposals. Fifth, the Board was provided an update on several confidential employee matters.

Lastly, Dr. Davey and Dr. Bell shared confidential information on the Phase 2 Capital Project, CVES' planned building of its new CTE Center, and related real estate matters that were discussed with the Board.

Mr. Murdock moved, seconded by Mrs. Boise that the Board come out of Executive Session at 7:50 pm. All Board Members present voted yes—motion carried.

CVES ANNUAL  
STAFF STRATEGIC  
PLAN STAFF  
SURVEY  
PRESENTATION

Dr. Davey began the 2023-2024 Annual Strategic Plan Staff Survey Presentation by introducing Ms. Amy Campbell. Dr. Davey then provided a brief history of the last ten years of using the Annual Staff Survey to support CVES' Strategic Planning, and continuous improvement work efforts across our BOCES to make impactful updates each year. The Annual Strategic Plan Staff Survey data gathered each year has been provided to the Board for review and then shared with the staff. This data has been utilized to provide essential feedback to help guide the improvements. Dr. Davey emphasized that the survey has always been anonymous and confidential and continues to be so. Dr. Davey thanked Board Members Mr. Richard Harriman Sr. and Mrs. Lori Saunders for participating on the District Planning Team (DPT), and for assisting with updating the CVES Survey. Dr. Davey reintroduced Ms. Amy Campbell, Assistant Superintendent for Educational Services.

Ms. Campbell led her presentation by guiding Board members through the new survey developed using the Panorama Education platform. Ms. Campbell listed the different focus areas of the 11<sup>th</sup> Annual Survey. They focused on school culture, professional learning focused on feedback and coaching, school leadership, staff leadership, and resources. Ms. Campbell noted that since this is a brand-new survey, CVES has begun a new response baseline. Next, she presented key data gathered from the new survey. The Board members were shown identified questions that depicted a significant change in the survey from previous years. Ms. Campbell noted that in the latest survey, there was now a neutral response. CVES staff scored the organization the highest in feelings of belonging. Ms. Campbell complimented CVES on this aspect of our work culture and environment. She then shared several highlights of how CVES may be able to use the survey results to help increase positive trends throughout the year.

The Board was then allowed the opportunity to provide feedback and ask questions. The presentation led to meaningful discussions. The Board members were also able to provide suggestions to assist in future survey question development.

AUDIT  
COMMITTEE  
UPDATE

Dr. Davey introduced Dr. Eric Bell to present about the Audit Committee meeting held before the Board Meeting at 5 pm. Dr. Bell spoke about the focus suggested by our internal Auditor, Ms. Amy Skiff, which is cash collections, and specifically the timeliness of deposits.

The Audit Committee also met with our External Auditors, Ms. Amy Pedrick and Mr. Michael Rossi of West & Company CPAs. Ms. Pedrick and Mr. Rossi will attend the October Board meeting to present the CVES External Audit to the full Board. The Internal and External Auditors discussed the 2022 – 2023 CVES Corrective Action Plan. One item discussed was the transition to electronic timesheets. Thus far, the transition has been positive for CVES. Another item suggested by the Auditors is that CVES increase the fixed asset threshold. Dr. Bell noted that a revised policy is on the agenda for approval.

Lastly, Dr. Bell spoke about the updated Reserve Plan and the 2024 Reserve Funding. For example, they discussed the CTE Reserve and funding the TRS Reserve for this year. Dr. Bell opened the discussion up to questions from the Board members.

DISTRICT  
SUPERINTENDENT  
UPDATE

Dr. Davey opened his DS Update by sharing CVES highlights from the past month. The first highlight was the Clinton County Top 10% Dinner on Thursday, May 2nd, at the Rainbow Wedding & Banquet Hall in Altona, NY. Ms. Campbell, Mr. St. Pierre, and Mr. Marin also attended the dinner, which celebrated Clinton County's exceptional students, some of whom are CV-TEC students in our component districts.

Second, Dr. Davey commended Dr. Eric Bell, Mr. Hayden Reidy, and the Management Services division for the well-written proposal that was accepted for \$5 million dollars for the Food Infrastructure Grant. The grant also includes funds to help with equipment expansion. CVES was one of two awarded the grant across New York State. We have five years to spend the funds and continue to work with our local teams.

Third, Dr. Davey congratulated Mrs. Michele Friedman and the SkillsUSA competitors. The medalists will be invited to our June Board meeting to discuss their experiences and meet with the Board. Dr. Davey asked Mrs. Friedman to provide additional information. Mrs. Friedman shared that CVES has five State medalists. Our gold medal winner and NYS Champion is also the Co-Valedictorian of Keene High School. She has declined to compete at Nationals in Atlanta so she can graduate with her classmates. CVES will have a silver medalist who will be attending the competition in Atlanta to represent NYS, for another State Winner who has declined to attend. Mrs. Friedman spoke highly of each contestant and noted that we had our first-ever medalist in Animal Careers. The student is from Chazy. Mrs. Friedman emphasized the students' hard work and dedication as well as the diligent effort our CVES mentors exhibit to prepare the students for a competition of the highest caliber. Dr. Davey was able to attend this year's SkillsUSA in Syracuse, his second time attending. He was delighted to spend time with students and CV-TEC chaperones during the exciting competition.

Next, Dr. Davey asked Dr. Bell to share a construction update for CVES' Phase 2 Capital Project. Dr. Davey informed the Board that in future meetings, a Construction Update presentation will be added to each agenda for the next year. This addition will allow the Board to be fully updated each meeting as CVES completes our Phase 2 Capital Project and moves forward with our new CTE Center building. Dr. Bell shared that our Phase 2 planning is moving forward for this summer's work. He noted that the General Contractor and the Mechanical Contractor have been actively working in our buildings. We have begun ceiling work on the third shift to lessen the disruption of our spaces. On June 17<sup>th</sup>, full construction will begin. There will be abatement on both the Mineville and Plattsburgh campuses. Lastly, Dr. Bell spoke about the upcoming design meetings for the new CTE Center. Dr. Bell would like to have the designs ready to share at the June Board meeting, and the drawings will be submitted to SED in June. Construction for the new, 155,000 Sq. Ft. CTE Center has a tentative start day of January 2025.

Fifth, Dr. Davey gave updates from his April 29<sup>th</sup> and 30<sup>th</sup> DS Meetings in Albany at NYSED. He shared that NYSED is planning for the implementation of the Blue Ribbon Commission's recommendations. This planned initiative will include updates to graduation requirements and moving to one NYS diploma. It was also shared that there are recommendations that that NYS Regents may no longer be a requirement to graduate from a NYS High school. Schools cannot add requirements to gain a diploma; NYS will set the guidelines. Endorsements can be added with extra criteria met. Another exciting update is the possibility that NYS will require workforce training or CTE for each student to obtain a high school diploma. Regionalization is a topic that CVES will need to provide follow-up on. A plan regarding what we will do for component districts will be required to be submitted from the BOCES in the fall.

On October 4, 2024, CVES will hold a NYSSBA Professional Development Pilot Workshop for Board Presidents and their Superintendents. This is a planned Statewide initiative, and our BOCES will be the pilot location for this training. More information will be forthcoming next month.

Finally, Dr. Davey reminded the Board Members that the next CVES BOCES Board meeting will be Wednesday, June 12, 2024, at the CVES Learning Hub in Plattsburgh. A proposed Executive Session is planned for 6 pm, and the Monthly Board Business Meeting will start at 7 pm.

**MINUTES OF  
ANNUAL  
MEETING**

Mr. Murdock moved, seconded by Mrs. Boise, to approve the Draft Minutes from the April 10, 2024 Annual Board Meeting. All Board Members present voted yes—motion carried.

MINUTES OF  
MONTHLY  
MEETING

Mr. Murdock moved, seconded by Mrs. Boise, to approve the Draft Minutes from the April 10, 2024 Monthly Board Meeting. All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
FINANCIAL

Mr. Murdock moved, seconded by Mrs. Boise to approve the Consent Agenda Financial. All Board Members present voted yes—motion carried.

CERTIFICATION  
OF THE WARRANT

Approve the Certification of Warrant for March 27, 2024 to April 29, 2024.

TREASURER'S  
REPORT

Approve the Treasurer's Report from March 31, 2024.

EXTRA-  
CLASSROOM  
TREASURER'S  
REPORT

Approve the Extraclassroom Treasurer's Report from March 1, 2024 to March 31, 2024.

BUDGET  
INCREASE(S)

Approve the following budget increase(s):

1. Increase the Instructional Printing budget (Co-Ser 505) from \$475,000 to \$485,000 for the 2023 – 2024 school year, to accommodate for increased costs. (S<sup>3</sup>)
2. Increase the Staff Development: Bus Drivers budget (Co-Ser 603) from \$40,604 to \$50,000 for the 2023 –2024 school year, to accommodate for additional district requests through year-end. (S<sup>3</sup>)
3. Increase the Emergency Communications budget (Co-Ser 640) from \$78,732 to \$80,028 for the 2023 – 2024 school year, to accommodate for increased participation (Northeastern Clinton). (S<sup>3</sup>)

CROSS CONTRACT  
BUDGET  
INCREASE(S)

Approve the following Cross Contract budget(s):

1. Increase the Policy Service – Erie I BOCES budget (Co-Ser 659) from \$3,325 to \$8,025 for the 2023 - 2024 school year, to accommodate for an additional Cross Contract with Erie I BOCES (Chazy). (S<sup>3</sup>)

SCHOOL FUND  
LUNCH BUDGETS

Approve the following budget(s):

1. Yandon-Dillon Cafeteria Fund Regular School Year budget (Co-Ser C791) in the amount of \$181,648 for the 2024 - 2025 school year. (School Lunch Fund)

2. William A Fritz Cafeteria Fund Regular School Year budget (Co-Ser C791) in the amount of \$255,362 for the 2024 - 2025 school year. (School Lunch Fund)
3. William A Fritz Cafeteria Fund Extended School Year budget (Co-Ser C791) in the amount of \$20,251 for the 2024 - 2025 school year. (Co-Ser C791 – School Lunch Fund)

SPECIAL AID  
FUND  
PROJECT(S)

Approve the following Special Aid Fund project(s):

1. High School Equivalency Test Administration special aid fund project, in the amount of \$6,900 for the period of January 1, 2024 through December 31, 2024. (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  
WHEREAS, The BOCES or SLS named below 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 BOCES named below 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 BOCES listed below 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 BOCES listed below 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 BOCES listed below 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

REVOCABLE  
PERMIT  
AGREEMENT

Approve the following Agreement(s):

1. Revocable Permit Agreement between Clinton-Essex-Warren-Washington BOCES and the State University of New York at Cortland, William H. Parks Family Center for Environmental and Outdoor Education Raquette Lake for the purpose of renting dormitory space at Camp Huntington for Rise Center

for Success student field trips at a total cost not anticipated to exceed \$33,000. The dates for the permit event are June 14, 2024, through June 18, 2024, and June 18, 2024, through June 22, 2024. (Rise Center) (attached)

DONATION(S)

Approve the following Donation(s):

1. Donation of one (1) 2016 Ford Explorer by the Essex County Sheriff's Department. The item donated to the CV-TEC division will be utilized for the Security and Law Enforcement Program at Yandon-Dillon within the CV-TEC division.

<u>UNCOLLECTIBLE ACCOUNT RECEIVABLES</u>	<u>Invoice#</u> 117-23A & 129-23A 069-23A 074-23A	<u>Date(s) of Invoice</u> 10/17/2022 & 12/7/2022 10/17/2022 10/17/2022	<u>Amount</u> \$6839.24 \$866.24 \$1250.62 <b>\$8956.10</b>	<u>Program</u> LPN Tuition & Books LPN Tuition LPN Tuition
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REMOVAL FROM  
CONSENT  
AGENDA

Mr. Murdock moved, seconded by Mrs. Boise to remove Brook Gillespie from Enclosure 27, Civil Service Provisional Appointment(s). All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
PERSONNEL

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

AMEND  
GILMORE

Amend the following appointment that was approved at the March 13, 2024 Board meeting:

1. Recommend that the Board appoint the following person(s) to a Four-Year Probationary Appointment as follows:
  1. Name: Lindsey Gilmore  
 Tenure Area: Speech Language Pathologist  
 Position: Speech Language Pathologist  
 Effective Date: September 3, 2024  
 Tentative Tenure Date: September 3, 2028  
 Certification Status: Speech And Language Disabilities, Initial Certificate  
 Annualized Salary: \$55,000 \$60,000

RESCIND  
LINCOLN

Rescind the following additional work that was approved at the March 13, 2024 Board Meeting:

1. Recommend that the Board approve the following Additional Work for the 2023 – 2024 School Year:

Stipend Positions, Compensation per collective bargaining agreement  
Kimberly Lincoln                      New Employee Mentor

TERMINATION  
DUCHARME

Terminate the following employee(s) in accordance with Civil Service Law:

1. Emma Ducharme, Teacher Aide/Student Aide, effective May 9, 2024

RESIGNATION  
FOR THE PURPOSE  
OF RETIREMENT  
DEYO

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

1. Judith Deyo, Special Education Teacher, effective June 30, 2024

Dr. Davey paused to speak about the 4 years Ms. Deyo has spent as a Special Education Teacher with the Rise Center. He acknowledged her dedication to her career and the students. Ms. Amy Campbell also offered words of congratulations and praise for Ms. Deyo.

RESIGNATION(S)  
O'LEARY,  
VELAZQUEZ,  
WAITE,  
HAMPTON,  
RECORE, ABAR,  
BOYEA, FILION  
POTTS, RHINO-  
DEFAYETTE,  
LAWRENCE,  
BEYER, COLGAN,  
AGNEW, HALL,  
HURLEY, FORTIN,  
ROCK, WILLETTE,  
& CRAIG

Accept the following letter(s) of Resignation:

1. Kim O'Leary, Facilitator, effective March 11, 2024
2. Kristin Velazquez, Teaching Assistant, effective April 20, 2024
3. Melissa Waite, Teacher Aide/ Student Aide, effective April 26, 2024
4. Heather Hampton, Teaching Assistant, effective April 26, 2024
5. Tina Recore, Junior Accountant, effective April 27, 2024
6. Dawn Abar, Registered Nurse, effective June 28, 2024
7. Sheilah Boyea, Special Education Teacher, effective June 30, 2024
8. Tera Filion Potts, Account Clerk/Typist, effective May 6, 2024 for the purpose of accepting a Teaching Assistant position
9. Crystal Rhino-Defayette, Assistant Principal, effective July 1, 2024 for the purpose of accepting a Principal Position
10. Michelle Lawrence, Assistant Principal, effective July 1, 2024 for the purpose of accepting a Principal Position
11. Alexis Beyer, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
12. Kiara Colgan, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
13. Sarah Agnew, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position

14. Brianna Hall, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
15. Realelena Hurley, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
16. Patricia Fortin, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
17. Jocelyn Rock, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
18. Jessica Willette, Teacher Aide/ Student Aide, effective July 1, 2024 for the purpose of accepting a Teaching Assistant Position
19. Anika Craig, Animal Science Teacher, effective September 3, 2024 for the purpose of accepting a Work-Based Learning Specialist Position

**LEAVE(S) OF  
ABSENCE  
YATES, PRAY, &  
WALDRON**

Approve the following leave(s) of absence:

1. Christina Yates, Teacher Aide/ Student Aide, unpaid leave of absence, effective April 12, 2024 – June 30, 2024
2. Johanna Pray, Teaching Assistant, unpaid leave of absence, effective April 24, 2024 – April 26, 2024
3. Cindy Waldron, Teacher Aide/ Student Aide, unpaid leave of absence, effective April 25, 2024 – May 27, 2024

**FACILITATOR(S)  
FOR THE 2023-24  
SCHOOL YEAR**

Approve the following Facilitator(s) for the 2023 – 2024 School Year:

Facilitators. \$30/hour  
Jeffrey Morelock (*pending fingerprint clearance*)  
Elizabeth Coon (*pending fingerprint clearance*)

**FACILITATOR(S)  
JUNE 14-22, 2024**

Approve the following Facilitators for the period of June 14, 2024 – June 22, 2024:

<u>Facilitators. \$30/hour</u>	
Tonya Robinson	Not-to-exceed 70 Hours
Jacob Cummings	Not-to-exceed 70 Hours
Suezanne Chrisman	Not-to-exceed 70 Hours
Robert Holt	Not-to-exceed 70 Hours
Arianna Menard	Not-to-exceed 70 Hours
Ciarra Smith	Not-to-exceed 70 Hours
Emily Duquette	Not-to-exceed 70 Hours
Karen Yeager	Not-to-exceed 70 Hours
Shay Maggy	Not-to-exceed 70 Hours
Heather Agoney	Not-to-exceed 70 Hours
Emily Norwood	Not-to-exceed 70 Hours
Madison Bokus	Not-to-exceed 70 Hours

Cynthia Lindberg	Not-to-exceed 70 Hours
Marky Desrocher	Not-to-exceed 70 Hours
Dawn Perry	Not-to-exceed 70 Hours
Olivia Blais	Not-to-exceed 70 Hours

**SUBSTITUTE AND  
TEMP-ON-CALL  
POSITIONS FOR  
2023-2024  
SCHOOL YEAR**

Approve the following Substitute and Temp-On-Call Positions for the 2023 – 2024 School Year:

Teaching Assistant  
Faye Dayton

**PERMANENT  
APPOINTMENT(S)  
(CIVIL SERVICE)  
HUNTINGTON,  
BADGER,  
SANTANIELLO,  
& BEYER**

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

1. Maria Huntington, Supervisor of Adult Services and Programming, effective March 27, 2024
2. William Badger, Teacher Aide/Student Aide, effective May 13, 2024
3. Theodore Santaniello, Network and Systems Technician, effective May 28, 2024
4. Alexis Beyer, Teacher Aide/ Student Aide, effective June 3, 2024

**TEMPORARY  
APPOINTMENT(S)  
FILION POTTS**

Appoint the following person(s) to a Temporary Appointment as follows for the 2023 –24 school year:

1. Name: Tera Fillion Potts  
Position: Teaching Assistant  
Effective Date: May 6, 2024 - June 30,2024  
Certification Status: Uncertified  
Annualized Salary: \$26,828

**FOUR-YEAR  
PROBATIONARY  
APPOINTMENT  
HICKS, GREEN,  
HURLEY, KEECH,  
HALL, BEYER,  
ROCK, GONYEA,  
CRAIG, BALLARD,  
& DUBAY**

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

1. Name: Arianna Hicks (was temporary)  
Tenure Area: School Social Worker  
Position: School Social Worker  
Effective Date: March 8, 2024  
Tentative Tenure Date: March 8, 2028  
Certification Status: School Social Worker, Provisional
2. Name: Myah Green (was temporary)  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: March 29, 2024  
Tentative Tenure Date: March 29, 2028  
Certification Status: Teaching Assistant, Level 1

3. Name: Realelena Hurley (was temporary)  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: May 3, 2024  
Tentative Tenure Date: May 3, 2028  
Certification Status: Teaching Assistant, Level 1
4. Name: Amy Keech (was temporary)  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: July 1, 2024  
Tentative Tenure Date: July 1, 2028  
Certification Status: Teaching Assistant, Level 1
5. Name: Brianna Hall  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: July 1, 2024  
Tentative Tenure Date: July 1, 2027  
Certification Status: Teaching Assistant, Level 1  
Annualized Salary: \$29,750
6. Name: Alexis Beyer  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: July 1, 2024  
Tentative Tenure Date: July 1, 2028  
Certification Status: Teaching Assistant, Level 1  
Annualized Salary: \$29,750
7. Name: Jocelyn Rock  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: July 1, 2024  
Tentative Tenure Date: July 1, 2028  
Certification Status: Teaching Assistant, Level 1  
Annualized Salary: \$29,750
8. Name: Kylee Gonyea (was temporary)  
Tenure Area: Cosmetology Teacher  
Position: Cosmetology Teacher

Effective Date: July 1, 2024  
Tentative Tenure Date: July 1, 2028  
Certification Status: Cosmetology 7-12, Transitional A

9. Name: Anika Craig  
Tenure Area: Instructional Support Services in Work-Based Learning  
Position: Work-Based Learning Specialist  
Effective Date: September 3, 2024  
Tentative Tenure Date: September 3, 2028  
Certification Status: Biology 7-12, Initial, Animal Science 7-12, Initial  
Annualized Salary: \$59,390
10. Name: Sarah Ballard (pending fingerprint clearance)  
Tenure Area: Special Education Teacher  
Position: Special Education Teacher  
Effective Date: September 3, 2024  
Tentative Tenure Date: September 3, 2028  
Certification Status: Students with Disabilities, Birth – Grade 2, Initial  
Annualized Salary: \$57,000
11. Name: Laurie Dubay (pending fingerprint clearance)  
Tenure Area: Special Education Teacher  
Position: Special Education Teacher  
Effective Date: September 3, 2024  
Tentative Tenure Date: September 3, 2028  
Certification Status: Students with Disabilities, Birth – Grade 2, Initial  
Annualized Salary: \$52,500

(The Expiration dates 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).

52-WEEK CIVIL  
SERVICE  
PROBATIONARY  
APPOINTMENT(S)  
SHERMAN, YELLE,  
& IMLER

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

1. Name: Danielle Sherman  
Position: Registered Nurse (Schools)  
Effective Date: September 3, 2024  
Tentative Permanent Date: September 3, 2025  
Annualized Salary: \$53,000

- 2. Name: Stacey Yelle  
Position: Teacher Aide/ Student Aide  
Effective Date: September 3, 2024  
Tentative Permanent Date: September 3, 2025  
Annualized Salary: \$27,500
- 3. Name: Julia Imler  
Position: Teacher Aide/ Student Aide  
Effective Date: September 3, 2024  
Tentative Permanent Date: September 3, 2025  
Annualized Salary: \$21,686

CIVIL SERVICE  
PROVISIONAL  
APPOINTMENT(S)  
LOZANO

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

- 1. Name: Maureen Lozano  
Position: Purchasing Clerk  
Effective Date: May 6, 2024  
Annualized Salary: \$35,000

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

TEMPORARY  
CIVIL SERVICE  
APPOINTMENT  
ABAR

Appoint the following person(s) to a Temporary Civil Service appointment for the 2024-2025 School Year:

- 1. Name: Dawn Abar  
Position: Registered Nurse  
Effective Dates: September 3, 2024- December 31, 2024  
Annualized Salary: \$53,000

ADDITIONAL  
HOURS FOR  
2023-2024  
SCHOOL YEAR

Approve the following additional hours for the 2023 – 2024 school year:

Automotive Mechanic, \$50/hour  
Stephen Bassett      Not-to-exceed 50 hours

TEMPORARY  
APPOINTMENT  
FOR THE 2024-2025  
SCHOOL YEAR

Appoint the following person(s) to a Temporary Appointment as follows for the 2024 –25 school year:

- 1. Name: Kiara Colgan  
Position: Teaching Assistant  
Effective Date: July 1, 2024 – June 30, 2025  
Certification Status: Uncertified  
Annualized Salary: \$29,750

2. Name: Sarah Agnew  
 Position: Teaching Assistant  
 Effective Date: July 1, 2024 – June 30, 2025  
 Certification Status: Uncertified  
 Annualized Salary: \$29,750
  
3. Name: Jessica Willette  
 Position: Teaching Assistant  
 Effective Date: July 1, 2024 – June 30, 2025  
 Certification Status: Uncertified  
 Annualized Salary: \$29,750
  
4. Name: Patricia Fortin  
 Position: Teaching Assistant  
 Effective Date: July 1, 2024 – June 30, 2025  
 Certification Status: Uncertified  
 Annualized Salary: \$29,750
  
5. Name: Tera Filion Potts  
 Position: Teaching Assistant  
 Effective Date: July 1, 2024 – June 30, 2025  
 Certification Status: Uncertified  
 Annualized Salary: \$29,750
  
6. Name: Andrew Tedford  
 Position: Special Education Teacher  
 Effective Date: September 3, 2024 – June 30, 2025  
 Certification Status: Social Studies 7-12, Initial  
 Annualized Salary: \$52,500

**ADDITIONAL  
 WORK FOR THE  
 2024-2025  
 SCHOOL YEAR**

Approve the following Additional Work for the 2024 – 2025 School Year:

Continuation of normal work year duties, hourly rate of pay

Joanne Mazzotte	Not-to-exceed 105 hours
Kevin Donoghue	Not-to-exceed 231 hours
Nicole Santaniello	Not-to-exceed 210 hours
Donna Wyant	Not-to-exceed 21 hours
Britany DuBrey	Not-to-exceed 14 hours
Helen Jessey	Not-to-exceed 14 hours
Jaimie Plumadore	Not-to-exceed 14 hours
Charles Johnson (Hospital Faculty Orientation)	Not-to-exceed 7 hours
Maria Hurteau (Hospital Faculty Orientation)	Not-to-exceed 7 hours
Erin Spoor (Hospital Faculty Orientation)	Not-to-exceed 7 hours

Committee Work, hourly rate of pay per contract

Richard Beaudry (Shared Decision Making)	Not-to-exceed 7 hours
Kenny Allen (Shared Decision Making)	Not-to-exceed 7 hours
Abram Benko (Shared Decision Making)	Not-to-exceed 7 hours
Shelley Charland (Shared Decision Making)	Not-to-exceed 7 hours
Penny Comes (Shared Decision Making)	Not-to-exceed 7 hours
Anika Craig (Shared Decision Making)	Not-to-exceed 7 hours
Lisa Fisher (Shared Decision Making)	Not-to-exceed 7 hours
Helen Jessey (Shared Decision Making)	Not-to-exceed 7 hours
Deborah Misik (Shared Decision Making)	Not-to-exceed 7 hours
Jaimie Plumadore (Shared Decision Making)	Not-to-exceed 7 hours
Nicole Santaniello (Shared Decision Making)	Not-to-exceed 7 hours
Lance Sayward (Shared Decision Making)	Not-to-exceed 7 hours
Kevin Shaw (Shared Decision Making)	Not-to-exceed 7 hours

Curriculum Development, hourly rate of pay per contract

Abram Benko (CTE Program Re-approvals)	Not-to-exceed 7 hours
Shelley Charland (CTE Program Re-approvals)	Not-to-exceed 7 hours
Katherine Savard (CTE Program Re-approvals)	Not-to-exceed 7 hours
Lance Sayward (CTE Program Re-approvals)	Not-to-exceed 7 hours
Caitlin Yell (CTE Program Re-approvals)	Not-to-exceed 7 hours
Donna Wyant (CTE Program Re-approvals)	Not-to-exceed 7 hours
Melissa Smith (CTE Program Re-approvals)	Not-to-exceed 7 hours
Richard Beaudry (CTE Program Re-approvals)	Not-to-exceed 7 hours
Kenny Allen (CTE Program Re-approvals)	Not-to-exceed 7 hours
Chris Huchro (CTE Program Re-approvals)	Not-to-exceed 7 hours
Taylor Sprague (CTE Program Re-approvals)	Not-to-exceed 7 hours
Anika Craig (CV-TEC PD/ Curriculum Dev.)	Not-to-exceed 70 hours

Classroom Move/ Set Up, hourly rate of pay per contract

Stephen Couture	Not-to-exceed 14 hours
Taylor Sprague	Not-to-exceed 14 hours
Chris Huchro	Not-to-exceed 14 hours

Trainings, hourly rate of pay per contract

Zachary Buzzell (New CTE Teacher Training)	Not-to-exceed 14 hours
Todd Clowney (New CTE Teacher Training)	Not-to-exceed 14 hours
Katherine Savard (New CTE Teacher Training)	Not-to-exceed 14 hours
Tyler Puchrik (New CTE Teacher Training)	Not-to-exceed 14 hours
Kylee Gonyea (New CTE Teacher Training)	Not-to-exceed 14 hours
Aliana Weare (SREB Professional Development)	Not-to-exceed 35 hours
Britany DuBrey (SREB Professional Development)	Not-to-exceed 35 hours
Albert Stickle (SREB Professional Development)	Not-to-exceed 35 hours

Thomas Willette(SREB Professional Development) Not-to-exceed 35 hours  
Penny Comes (SREB Professional Development) Not-to-exceed 35 hours  
Melanie Faville (SREB Professional Development) Not-to-exceed 35 hours  
Richard Beaudry (SREB Professional Development)Not-to-exceed 35 hours  
Kenny Allen (SREB Professional Development) Not-to-exceed 35 hours  
Stefan Ramirez (SREB Professional Development) Not-to-exceed 35 hours  
Brittany Wood (SREB Professional Development) Not-to-exceed 35 hours

2024-2025  
SPECIAL  
EDUCATION  
SUMMER  
SCHOOL (ESY)

Approve the following 2024 – 2025 Special Education Summer School (ESY) Staffing:

Teacher Aide/ Student Aide, hourly rate of pay per contract  
Eric Cassavaugh

Teaching Assistant, hourly rate of pay per contract

Alexis Beyer  
Kiara Colgan  
Melissa Waite  
Sarah Agnew  
Realelena Hurley  
Jocelyn Rock  
Jessica Willette  
Patricia Fortin

Registered Nurse, \$43/hr  
Connie Poupore

Teacher Aide/ Student Aide, \$17/hr  
Julia Imler (*pending fingerprint clearance*)  
Hailee Liberty (*pending fingerprint clearance*)  
Yazmine Lawrence (*pending fingerprint clearance*)  
Brandee Nephew  
Sydney Myers

Teacher, \$43/hr  
Andrew Tedford  
Jamie Ledwith

Teaching Assistant, \$29/hr  
Patricia Sharlow (*pending fingerprint clearance*)  
Sydney Myers  
Jordan Doherty  
Payton Gough

CVES TOTAL  
BUDGET FOR  
2024-2025  
SCHOOL YEAR

Mr. Murdock moved, seconded by Mrs. Boise, to approve the approve the total CVES Budget for the 2024 – 25 school year in the amount of \$54,733,700.

All Board Members present voted yes—motion carried.

REVISED POLICY  
SECOND READ  
& ADOPT

Mr. Murdock moved, seconded by Mrs. Boise, to approve the second reading and adoption for the following revised policy:

Revised Policy – Second Read & Adopt  
#5600 Personal Property Accountability Policy (attached)

All Board Members present voted yes—motion carried.

CVES MEETING  
DATES FOR THE  
2024-2025  
SCHOOL YEAR

Mr. Murdock moved, seconded by Mrs. Boise, to approve the following CVES Board Meeting dates for the 2024 – 25 school year:

July 10, 2024 – Plattsburgh  
August 21, 2024 – Plattsburgh  
September 11, 2024 – Mineville  
October 9, 2024 – Plattsburgh  
November 13, 2024 – Mineville  
December 11, 2024 – Plattsburgh  
January 15, 2025 – Mineville  
February 12, 2025 – Plattsburgh  
March 12, 2025 – Mineville  
April 9, 2025 – Mineville  
May 14, 2025 – Plattsburgh  
June 11, 2025 – Mineville

All Board Members present voted yes—motion carried.

APPROVAL TO  
ATTEND  
CONFERENCE/  
WORKSHOP

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

1. Leisa Boise, Ed Marin  
NYSSBA Leadership in Education Event  
July 19-20, 2024  
The Desmond Hotel by Crowne Plaza, Albany, NY (overnight accommodations needed)

All Board Members present voted yes—motion carried.

MEMORANDUM  
OF AGREEMENT  
UNITED  
PROFESSIONALS

Mr. Murdock moved, seconded by Mrs. Boise to approve the following Memorandum of Agreement:

1. Recommend that the Board approve the following Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Champlain Valley Educational Services United Professionals regarding the Health Insurance Moratorium.

All Board Members present voted yes—motion carried.

MEMORANDUM  
OF AGREEMENT  
CONFIDENTIAL  
EMPLOYEES

Mr. Murdock moved, seconded by Mrs. Boise to approve the following Memorandum of Agreement:

1. Recommend that the Board approve the following Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Champlain Valley Educational Services Confidential Employees regarding the Health Insurance Moratorium.

All Board Members present voted yes—motion carried.

MEMORANDUM  
OF AGREEMENT  
12-MONTH  
SUPPORT STAFF

Mr. Murdock moved, seconded by Mrs. Boise to approve the following Memorandum of Agreement:

1. Recommend that the Board approve the following Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Champlain Valley Educational Services 12-Month Support Staff regarding the Health Insurance Moratorium.

All Board Members present voted yes—motion carried.

MEMORANDUM  
OF AGREEMENT  
ADMINISTRATIVE  
UNIT

Mr. Murdock moved, seconded by Mrs. Boise to approve the following Memorandum of Agreement:

1. Recommend that the Board approve the following Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Champlain Valley Educational Services Administrative Unit regarding the Health Insurance Moratorium.

All Board Members present voted yes—motion carried.

MEMORANDUM  
OF AGREEMENT  
MANAGERIAL

Mrs. Boise moved, seconded by Mr. Murdock to approve the following Memorandum of Agreement:

1. Recommend that the Board approve the following Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Champlain Valley Educational Services Managerial Employees regarding the Health Insurance Moratorium.

All Board Members present voted yes—motion carried.

MEMORANDUM  
OF AGREEMENT  
CSEA

Mr. Murdock moved, seconded by Mrs. Boise to approve the following Memorandum of Agreement:

1. Recommend that the Board approve the following Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the Champlain Valley Educational Services CSEA Unit #6472 regarding the Health Insurance Moratorium.

All Board Members present voted yes—motion carried.

NYSSBA AREA 6  
NOMINATION  
ROGERS

Mr. Murdock moved, seconded by Mrs. Boise that the CVES Board of Cooperative Educational Services nominates Wayne Rogers for the NYSSBA Area 6 position that is vacant.

All Board Members present voted yes—motion carried.

PRINCIPAL  
LAWRENCE

Mr. Murdock moved, seconded by Mrs. Boise to approve the following Resolution:

BE IT RESOLVED that the Board, upon the recommendation of the District Superintendent, hereby appoint Michelle Lawrence to the position of Principal in the School Administrator and Supervisor tenure area, to a four-year probationary period commencing on July 1, 2024, and expected to end on July 1, 2028. Certifications include; School District Leader, Professional. School Building leader, Initial. Biology 7-12, Professional, Chemistry 7-12, Professional, and General Science 7-12, Extension Professional. Annual salary of \$94,000.

All Board Members present voted yes—motion carried.

PRINCIPAL  
RHINO-  
DEFAYETTE

Mr. Murdock moved, seconded by Mrs. Boise to approve the following Resolution:

BE IT RESOLVED that the Board, upon the recommendation of the District Superintendent, hereby appoint Crystal Rhino-Defayette to the position of Principal in the School Administrator and Supervisor tenure area, to a four-year probationary period commencing on July 1, 2024, and expected to end on July 1, 2028. Certifications include; School Building leader, Initial. Students with

Disabilities 7-12 Generalist, Professional, Students with Disabilities 1-6, Professional, Childhood Education 1-6, Professional. Annual salary of \$92,000.

All Board Members present voted yes—motion carried.

SETTLEMENT  
AGREEMENT

Mr. Murdock moved, seconded by Mrs. Saunders, to approve the following Resolution:

RESOLVED, that the Board accept the terms and conditions of a negotiated Settlement Agreement with a certain employee of Champlain Valley Educational Services on the recommendation of the CVES District Superintendent and School District Attorney; and authorizes the CVES District Superintendent to execute such Agreement and take all actions necessary on behalf of CVES in effectuating the terms of the Settlement Agreement.

All Board Members present voted yes—motion carried.

RESIGNATION(S)  
BLAISE

Mr. Murdock moved, seconded by Mrs. Boise to approve the following Resignation(s):

1. Haley Blaise, Network and Systems Technician, effective July 1, 2024, for the purpose of accepting a Network and Systems Coordinator position.

All Board Members present voted yes—motion carried.

CIVIL SERVICE  
PROVISIONAL  
APPOINTMENT(S)  
BLAISE

Mr. Murdock moved, seconded by Leisa Boise, that the Board appoint the following person(s) to a Civil Service Provisional appointment as follows:

1. Name: Haley Blaise  
Position: Network and Systems Coordinator  
Effective Date: July 1, 2024  
Annual Base Salary: \$75,000

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

All Board Members present voted yes—motion carried.

EMPLOYMENT  
AGREEMENT  
BLAISE

Mr. Murdock moved, seconded by Mrs. Boise that the Board approve the following Resolution:

Upon the recommendation of the District Superintendent, BE IT RESOLVED that the Board approve the following resolution: Ratify the Employment Agreement by and between Clinton-Essex-Warren-Washington Board of

Cooperative Educational Services and Haley Blaise, Network and Systems Coordinator, effective July 1, 2024, through June 30, 2028.

All Board Members present voted yes—motion carried.

NEXT BOARD MEETING

The Next Board meeting will be held on Wednesday, June 12, 2024, at the CVES Learning Hub Conference Center, Plattsburgh, NY. An anticipated Executive Session will begin at 6:00 pm.

ADJOURNMENT

Mr. Harriman Sr. moved, seconded by Mrs. Boise, to adjourn the meeting at 9:25 pm. All Board Members present voted yes—motion carried.

**DRAFT**

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Katelyn Smart, Board Clerk

## MEMO

To: Katelyn Smart, BOCES Board Clerk  
 Clinton-Essex-Warren-Washington BOCES  
 From: Angela Jennette, Claims Auditor  
 Date: June 3, 2024  
 Re: Report for Board Agenda for June 12, 2024, Meeting

The following warrant claims were reviewed from April 30, 2024, to June 3, 2024:

<u>Warrant No. &amp; Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
	**	
W #43 - 05/02/2024	*Check Nos: 246223-246275** *Check Nos: 003651-003728 ACH Payments: ACH011889-ACH011945 WEX-ACH Payments: ACH02773-ACH02821	\$ 696,479.14
W #44 - 05/09/2024	*Check Nos: 246308-246372 *Check Nos: 003729-003783 ACH Payments: ACH011946-ACH012015 WEX-ACH Payments: ACH02822-ACH02878	\$ 1,259,423.90
W #45 - 05/16/2024	*Check Nos: 246373-246441** *Check Nos: 003784-003826 ACH Payments: ACH012016-ACH012091 WEX-ACH Payments: ACH02879-ACH02932	\$ 207,923.75
W #46 - 05/23/2024	*Check Nos: 246475-246537 *Check Nos: 003827-003915 ACH Payments: ACH012092-ACH012174 WEX-ACH Payments: ACH02933-ACH02988 HI ACH Payments: ACH0056	\$ 674,820.46
W #47 - 05/30/2024	*Check Nos: 246538-246572 *Check Nos: 003916-003957 ACH Payments: ACH012175-ACH02224 WEX-ACH Payments: ACH02989-ACH03041	\$ 551,101.66

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

**IRS-EFTPS:** PR#26-Wire #2426FEDTAX Wire #2426FICA Wire#2426MEDI-Warrant #44  
 PR#27-Wire #2427FEDTAX Wire #2427FICA Wire#2427MEDI-Warrant #46

**NYS Promptax:** PR #26- Wire #2426NY- Warrant #44;  
 PR #27- Wire #2427NY- Warrant #46;

**NYS Office of Comptroller ERS Retirement & Loans:** PR#24&25-Wire #ERS-APR24-Warrant #43;

**Health Ins. Monthly:** Wire #HINS042024-Warrant #44;

CC: Eric Bell  
 Christine Myers  
 Hayden Reidy

**FSA/HRA :**

Wire #BEN-042224-Warrant #43  
 Wire #BEN-042424-Warrant #43  
 Wire #BEN-042524-Warrant #43  
 Wire #BEN-042624-Warrant #43  
 Wire #BEN-042924-Warrant #44  
 Wire #BEN-050124-Warrant #44  
 Wire #BEN-050224-Warrant #44  
 Wire #BEN-050324-Warrant #45  
 Wire #BEN-050624-Warrant #45  
 Wire #BEN-050824-Warrant #45  
 Wire #BEN-050924-Warrant #45  
 Wire #BEN-051024-Warrant #46  
 Wire #BEN-051324-Warrant #46  
 Wire #BEN-051524-Warrant #46  
 Wire #BEN-051624-Warrant #46  
 Wire #BEN-051724-Warrant #47  
 Wire #BEN-052024-Warrant #47  
 Wire #BEN-052224-Warrant #47

Wire #BEN042324A-Warrant #43  
 Wire #BEN042324B-Warrant #43  
 Wire #BEN042324C-Warrant #43

Wire #BEN043024A-Warrant #44  
 Wire #BEN043024B-Warrant #44  
 Wire #BEN043024C-Warrant #44  
 Wire #BEN050724A-Warrant #45  
 Wire #BEN050724B-Warrant #45  
 Wire #BEN050724C-Warrant #45

Wire #BEN051424A-Warrant #46  
 Wire #BEN051424B-Warrant #46  
 Wire #BEN051424C-Warrant #46

Wire #BEN052124A-Warrant #47  
 Wire #BEN052124B-Warrant #47  
 Wire #BEN052124C-Warrant #47

**Benefit Claims Acc. :**

Ck & ACH's Listed Above

Wire #WEX-050224-Warrant #43  
 Wire #WEX-050924-Warrant #44  
 Wire #WEX-051624-Warrant #45  
 Wire #WEX-052324-Warrant #46  
 Wire #WEX052324R-Warrant #46  
 Wire #WEX-053024-Warrant #47

**CVES Transfer Health Insurance:** Wire #FSAR042524-Warrant #43

**Health Insurance Consortium Payments:**

5/6/24	\$ 2,005,660.25
5/13/24	\$ 1,680,727.69
5/20/24	\$ 2,584,124.83
5/28/24	\$ 1,879,836.21
6/3/24	\$ 1,060,218.25

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

Internal Claims Auditor

(Signature) Angela Jannette

CC: Eric Bell  
 Christine Myers  
 Hayden Reidy

Date	Warrant	Vendor #	Claim Audit Finding:	Summary Business Office Response:	Resolution/Options:
05/01/24	Pending W#43	4377	Invoice dated 7/18/23 Purchase Order not requested till 4/19/24, this is an annual renewal.	Oversight by division. Already spoke with employee and they acknowledged mistake and will correct for upcoming year.	Approved for final warrant.
05/01/24	Pending W#43	16879	Incomplete form for reimbursement.	Form completed.	Approved for final warrant.
05/02/24	Final W#43				\$696,479.14
05/08/24	Pending W#44	8302	Missing signature.	Signature obtained.	Approved for final warrant.
05/08/24	Pending W#44	17172	Invoice over 4 months old.	Invoices not forwarded to Accounts Payable from division. Paid timely upon receipt of invoices after being notified by vendor of past due. Director has been notified several times to forward invoices more timely. Accounts Payable has contacted vendor to receive invoices directly in order to avoid in the future.	Approved for final warrant.
05/09/24	Final W#44				\$1,259,423.90
05/15/24	Pending W#45	16593	Incorrect vendor.	Vendor corrected.	Approved for final warrant.
05/15/24	Pending W#45	16905	Incorrect coding.	Coding corrected.	Approved for final warrant.
05/15/24	Pending W#45	16450	Dates on Purchase Order have expired.	We will correct dates.	Removed from final warrant.
05/16/24	Final W#45				\$207,923.75
05/22/24	Pending W#46	16290	Order. Dates are missing on face of Purchase	Not absolutely necessary for payment and processing of Purchase Order but highly recommended to be included on face of Purchase Order for informational purposes. Discussed with division accountant to ensure these types of details are included going forward.	Approved for final warrant.
05/23/24	Final W#46				\$674,820.46
05/29/24	Pending W#47		No findings.		Approved for final warrant.
05/30/24	Final W#47				\$551,101.66

**CLINTON-ESSEX-WARREN-WASHINGTON BOCES  
TREASURER'S REPORT - APRIL 30, 2024**

	Account Balances		Receipts		Disbursements		Account Balances	
	March 31, 2024	April	April	April	April	April	April 30, 2024	April 30, 2024
<b>I. SUMMARY OF ACCOUNT ACTIVITY</b>								
<b>CHECKING ACCOUNTS</b>								
Depository								
General Fund	\$ 4,756,429.27	\$ 2,886,809.64	\$ 2,886,809.64	\$ 3,235,598.72	\$ 4,407,640.19	\$ 46,323,758.40	\$ 4,407,640.19	\$ 4,407,640.19
Special Aid Fund	\$ (1,161,453.49)	\$ 642,392.68	\$ 642,392.68	\$ 182,807.30	\$ (701,868.11)	\$ 2,928,343.82	\$ (701,868.11)	\$ (701,868.11)
School Lunch Fund	\$ 123,509.97	\$ 35,335.03	\$ 35,335.03	\$ 17,520.42	\$ 141,324.58	\$ 217,113.78	\$ 141,324.58	\$ 141,324.58
Capital Fund	\$ 1,958,580.20	\$ 233.87	\$ 233.87	\$ 371,314.66	\$ 1,587,499.41	\$ 797,898.74	\$ 1,587,499.41	\$ 1,587,499.41
Special Revenue Fund (Excluding ExtraClassroom)	\$ 7,715.59	\$ 5,822.04	\$ 5,822.04	\$ -	\$ 13,537.63	\$ 7,680.00	\$ 13,537.63	\$ 13,537.63
Custodial Fund	\$ 252,063.16	\$ 153,572.52	\$ 153,572.52	\$ 122,450.13	\$ 283,185.55	\$ 1,226,573.04	\$ 283,185.55	\$ 283,185.55
Operating General Fund	\$ 487,471.66	\$ 3,823,537.05	\$ 3,823,537.05	\$ 4,079,925.08	\$ 231,083.63	\$ 51,988,496.72	\$ 231,083.63	\$ 231,083.63
<b>INVESTMENTS</b>								
Certificates of Deposit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,045,286.55	\$ -	\$ -
<b>SAVINGS ACCOUNTS</b>								
Capital Fund	\$ 6,405,369.55	\$ 27,459.75	\$ 27,459.75	\$ -	\$ 6,432,829.30	\$ -	\$ 6,432,829.30	\$ 6,432,829.30
General Fund	\$ 2,135,333.21	\$ 9,154.13	\$ 9,154.13	\$ -	\$ 2,144,487.34	\$ -	\$ 2,144,487.34	\$ 2,144,487.34
Special Revenue Fund	\$ 28,033.90	\$ 104.55	\$ 104.55	\$ 5,000.00	\$ 23,138.45	\$ 5,000.00	\$ 23,138.45	\$ 23,138.45
<b>TOTAL FUNDS ON ACCOUNT</b>	<b>\$ 14,993,053.02</b>				<b>\$ 14,562,857.97</b>	<b>\$ 108,954,625.12</b>	<b>\$ 108,540,151.05</b>	<b>\$ 14,562,857.97</b>

	April 30, 2024		Less: Outstanding		April 30, 2024	
	Bank Balance	Add: Deposits in Transit	Checks	Account Balances	Account Balances	Account Balances
<b>II. RECONCILIATION TO BANK STATEMENTS</b>						
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 634,827.59	\$ 210.00	\$ (403,953.96)	\$ 231,083.63	\$ 231,083.63	\$ 231,083.63
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 5,359,349.45	\$ -	\$ -	\$ 5,359,349.45	\$ 5,359,349.45	\$ 5,359,349.45
TD BANK - MUNICIPAL CHECKING - CAPITAL PROJECT DEPOSITORY	\$ 88,023.92	\$ -	\$ -	\$ 88,023.92	\$ 88,023.92	\$ 88,023.92
TD BANK - MUNICIPAL CHECKING - BENEFIT PLAN CLAIMS	\$ 305,424.43	\$ -	\$ (21,478.55)	\$ 283,945.88	\$ 283,945.88	\$ 283,945.88
TD BANK - CERTIFICATES OF DEPOSIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NYCLASS - SAVINGS, GENERAL FUND	\$ 2,144,487.34	\$ -	\$ -	\$ 2,144,487.34	\$ 2,144,487.34	\$ 2,144,487.34
NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT	\$ 6,432,829.30	\$ -	\$ -	\$ 6,432,829.30	\$ 6,432,829.30	\$ 6,432,829.30
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 975.70	\$ -	\$ -	\$ 975.70	\$ 975.70	\$ 975.70
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 759.87	\$ -	\$ -	\$ 759.87	\$ 759.87	\$ 759.87
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 12,347.30	\$ -	\$ -	\$ 12,347.30	\$ 12,347.30	\$ 12,347.30
NYCLASS - SAVINGS, DONALD W. COGSWELL SCHOLARSHIP	\$ 2,565.23	\$ -	\$ -	\$ 2,565.23	\$ 2,565.23	\$ 2,565.23
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 1,015.51	\$ -	\$ -	\$ 1,015.51	\$ 1,015.51	\$ 1,015.51
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 5,474.84	\$ -	\$ -	\$ 5,474.84	\$ 5,474.84	\$ 5,474.84
<b>TOTAL FUNDS ON ACCOUNT</b>	<b>\$ 14,562,857.97</b>			<b>\$ 108,540,151.05</b>	<b>\$ 14,562,857.97</b>	<b>\$ 14,562,857.97</b>

GENERAL FUND INTEREST RECEIVED 7/01/23 - 4/30/24 \$ 280,119.99  
 CAPITAL FUND INTEREST RECEIVED 7/01/23 - 4/30/24 \$ 276,500.18

  
 Christine Myers, District Treasurer

5/30/24

DATED:

PREPARED BY:

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

FOR THE PERIOD 04/01/2024 TO 04/30/2024

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	4,395.97	3,328.81	0.00	3,328.81	694.93	2,633.88
SKILLS USA - MINEVILLE	278.80	1,878.93	0.00	1,878.93	158.00	1,720.93
NO. COUNTRY LOGGERS	342.97	342.97	879.83	1,222.80	0.00	1,222.80
REFLECTIONS	952.81	952.81	0.00	952.81	0.00	952.81
LPN CLASS	1,004.54	1,866.19	350.00	2,216.19	0.00	2,216.19
RAZOR'S EDGE	663.97	663.97	0.00	663.97	0.00	663.97
FUTURE FARMERS OF AMERICA	1,922.38	2,747.86	0.00	2,747.86	200.00	2,547.86
SALES TAX	61.56	33.38	32.75	66.13	33.38	32.75
TOTAL	9,623.00	11,814.92	1,262.58	13,077.50	1,086.31	11,991.19

  
DEREK LEAVINE, EXTRACLASSROOM TREASURER

6/2/24  
DATE

4/30/2024 Bank Balance \$ 12,217.69  
Add: Deposits in Transit \$ (226.50)  
Less: Outstanding Checks \$ 11,991.19  
4/30/2024 Balance on Hand

**RENEWAL OF TRANSPORTATION AGREEMENT**

**WHEREAS**, the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at P.O. Box 455, 518 Rugar Street, Plattsburgh, New York, 12901 (“BOCES”) and AuSable Valley Central School District existing under and by virtue of the laws of the State of New York, with its principal place of business at 1273 Route 9N, Clintonville, New York 12924, (“District”) entered into a Transportation Agreement for the period of September 1, 2010 through June 30, 2011; and

**WHEREAS**, under the terms of the Agreement, the BOCES and the District may agree to extend the terms of the Contract on an annual basis, and the parties desire to do so;

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

1. BOCES and the District shall continue the terms of the Transportation Agreement for the additional period of September 1, 2023 – June 30, 2024.
2. All other terms and conditions including Exhibit A shall remain the same.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as follows:

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

AuSable Valley Central School District

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

By: Michael Francia  
Mr. Michael Francia  
Superintendent of Schools

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

Date: 6/4/24

# AuSable Valley Central School

## Allied Health Fee Calculation 2023-24

<b>Total Transportation Expenses for Current Year (General Fund)</b>
--

<b>Actual Additional Expense for Providing Service</b>
--

**Budgeted Totals (Combined)**

Salaries:

A5510.15					
A5510.16		\$	1,404,318		
A5530.16			0		

Equipment:

A5510.20					
A5530.20			0		

Contractual:

A5510.40					
A5530.40			85,000		
			39,075		

Materials & Supplies:

A5510.45					
A5530.45			341,075		
			5,200		

BOCES

A5510.49					
			11,000		

Trans. Fringe Benefits

Fica					
Retirement			107,430		
Work Comp			210,647		
Health			8,426		
Life			886,380		
Other			-		
			-		

Bus Financing Debt:

A9702.6+7					
			300,000		

Total Costs 3,398,551.00

Total Miles 460,000

Rate Per Mile \$ 7.39

Personnel:

Trips AM			
Trips PM			1
Trips Per Day			<u>2</u>

Buses Per Day			
Days Per Year			2
Trips Per Year			<u>180</u>
			<u>360</u>

Pay Per Trip \$ -

Annual Salaries			
Fringe Multiplier			\$ 8,556
Salary & Fringe			<u>1.2275</u>
			<u>\$ 10,502</u>

Other Fringe 0

Total Cost \$ 10,502

Bus Operation:

Anticipated Miles			
Average Cost Per Mile (fuel, Maint)			3,600
Total Cost			<u>1.1</u>
			<u>\$ 3,960</u>

<b>Total Service fee</b>
--------------------------

Administrative Allowance:

Superintendent's Salary			
Business Official's Salary			\$ 141,286
Trans. Supervisory Salary			101,453
Total			<u>85,705</u>
Percentage Allowance			328,444
			<u>0.015</u>
			<u>\$ 4,927</u>

Mileage Allowance:

Anticipated Miles			
Rate Per Mile			3,600
			<u>\$ 7.39</u>
			<u>\$ 26,597</u>

Total Service Fee \$ 31,524

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 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "CEWW Board of Cooperative Educational Services") and Stafford, Owens, Murnane, Kelleher, Miller, Meyer & Zedick, PLLC One Cumberland Avenue, Plattsburgh, New York, (the "School Attorney") hereinafter be collectively referred to as "THE PARTIES."

CEWW Board of Cooperative Educational Services desires to have certain services and activities described as follows: legal services and advice to assist in the administration of School business, hereinafter "SERVICES" during the period of July 1, 2024 through June 30, 2025.

School Attorney 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:** The School Attorney is hereby retained by CEWW Board of Cooperative Educational Services 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. **SCOPE OF SERVICES:** School Attorney shall perform the SERVICES described below in this Paragraph, at the discretion of the CEWW Board of Cooperative Educational Services, all such SERVICES being the responsibility of the School Attorney and those in the School Attorney's employ.
  - (a) To be available on call to give counsel to the CEWW Board of Cooperative Educational Services, District Superintendent, and School Administrators.
  - (b) To attend regular Board meetings and such special meetings as the Board may direct, and advise the CEWW Board of Cooperative Educational Services upon legal matters as they arise at such meetings.
  - (c) To represent the CEWW Board of Cooperative Educational Services in presenting PINS petitions and in District Superintendent's Hearings regarding students, as well as occasional disciplinary proceedings against employees.
  - (d) To present written or oral reports as requested and within time limits set by the CEWW Board of Cooperative Educational Services or District Superintendent pertaining to questions of a legal nature.

- (e) To review and consult, as requested, as to contracts with vendors or such people or corporations doing business with the District, and including construction work.
  - (f) To prepare legal notices.
  - (g) To manage and oversee the annual election and special elections.
  - (h) To provide legal services for real estate sales or acquisitions.
  - (i) Initially, to represent the District in all court cases. To act as or assist trial counsel and, with CEWW Board of Cooperative Educational Services authority, on recommendation of the District Superintendent, to assist and represent employees.
  - (j) To undertake all other legal and related services assigned by the CEWW Board of Cooperative Educational Services or District Superintendent.
3. School Attorney is free to devote his/her attention to the SERVICES as he/she sees fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
  4. School Attorney represents and warrants that neither School Attorney nor any of School Attorney's employees, agents, or assigns performing SERVICES for CEWW Board of Cooperative Educational Services pursuant to this AGREEMENT has been convicted of a felony.
  5. School Attorney agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for CEWW Board of Cooperative Educational Services pursuant to this AGREEMENT, and further agrees to provide CEWW Board of Cooperative Educational Services with a minimum of two (2) business references.
  6. School Attorney 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 School Attorney agrees to provide CEWW Board of Cooperative Educational Services with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
  8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. CEWW Board of Cooperative Educational Services agrees to pay the School Attorney \$230.00 per hour for attorney services, \$130.00 for law clerks, and \$100.00 per hour for paralegal services performed for the period July 1, 2024 through June 30, 2025, unless this Agreement is terminated earlier as provided herein. The School Attorney shall submit an itemized bill for services performed on a quarterly basis. In addition, the CEWW Board of Cooperative Educational Services agrees to reimburse the School Attorney for the CEWW Board of Cooperative Educational

Services' proportion of the annual registration fee for the NYS School Boards Legal Partners program, which permits the School Attorney cost-effective access to school law and related information for the CEWW Board of Cooperative Educational Services which is not available from any other source. School Attorney's fee shall be all inclusive, and shall be paid as follows: CEWW Board of Cooperative Educational Services will render payment within 30 days after receipt of School Attorney's invoice at the conclusion of services and in consideration of receipt of services and a final product which is satisfactory to CEWW Board of Cooperative Educational Services.

9. In addition to the payments to the School Attorney for services rendered, the CEWW Board of Cooperative Educational Services will pay or reimburse the School Attorney for the following expenses incurred in the performance of the School Attorney's duties.
  - (a) Photocopying, postage, and long distance phone charges incurred by the School Attorney on behalf of the CEWW Board of Cooperative Educational Services.
  - (b) Mileage for travel outside Clinton County at the rate of \$.625 per mile.
  - (c) Reasonable expenses for overnight lodging and meals while performing services for the CEWW Board of Cooperative Educational Services.
  - (d) Fees for services of legal process, court filing fees, witness fees, and other such costs and charges as are reasonably necessary in the pursuit of School Attorney's duties, or as may be incurred upon lawful direction of the CEWW Board of Cooperative Educational Services or its District Superintendent.
10. INDEPENDENT CONTRACTOR: School Attorney is an independent contractor, not an employee of CEWW Board of Cooperative Educational Services and is not entitled to: participation in any benefit plan provided to the employees of CEWW Board of Cooperative Educational Services; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of CEWW Board of Cooperative Educational Services.
11. PUBLIC RETIREES: School Attorney 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.
12. RESPONSIBILITY FOR TAXES: CEWW Board of Cooperative Educational Services will provide School Attorney with Internal Revenue Service Form 1099. School Attorney is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.

13. **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 CEWW Board of Cooperative Educational Services. Submission of an invoice describing the SERVICES performed is a condition precedent to payment by CEWW Board of Cooperative Educational Services.
14. **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.
15. **EXECUTORY CLAUSE:** CEWW Board of Cooperative Educational Services shall have no liability under this AGREEMENT to the School Attorney or to anyone else beyond funds appropriated and available for this AGREEMENT.
16. **TERMINATION.** Either party may terminate this Agreement upon 30 days written notice to the other for any reason.
17. **SPECIALTY COUNSEL.** The CEWW Board of Cooperative Educational Services reserves the right to employ additional legal counsel to represent the Board of Cooperative Educational Services.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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

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

Stafford, Owens, Murnane, Kelleher,  
Miller, Meyer & Zedick, PLLC

By: \_\_\_\_\_  
Mitchell St. Pierre, President

By:   
Jacqueline M. Kelleher, Esq.,  
Member

By: \_\_\_\_\_  
Mark Davey, District Superintendent

## **School District Legal Counsel Agreement**

Made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the **CHAMPLAIN VALLEY EDUCATIONAL SERVICES** with its offices located at 1585 Military Turnpike Plattsburgh New York 12901 hereinafter referred to as the “**DISTRICT**,” and **HONEYWELL LAW FIRM, PLLC**, with its offices located at 187 Wolf Road, Suite 202, Albany, New York 12205, hereinafter referred to as the “**FIRM**”.

The **DISTRICT** hereby retains and employs the **FIRM** as its general legal and labor counsel to provide the **DISTRICT** comprehensive legal advice and consultation regarding all legal matters which might arise in the course of the District’s operations and as requested by the District and as more specifically set forth below.

### **1. Scope of Services**

The **FIRM** will provide the **DISTRICT** legal services on the following basis:

- a. A legal services including the following:
  - i. Routine legal advice and counsel by telephone, in writing, or in person as requested by the Board of Education or Superintendent of Schools (or designee) in relation to **DISTRICT** matters, including any supporting research.
  - ii. Attendance at occasional Board of Education meetings as requested to discuss specific topics.
  - iii. Legal advice and counsel including the drafting of charges and routine issues involved in the discipline of students, including Education Law §3214 hearings.
  - iv. Review, negotiation and drafting contract documents and other legal agreements between the **DISTRICT** and individuals, organizations, or agencies.
  - v. Routine review, draft and advise on existing, new, and amended policies.
  - vi. Drafting resolutions of the Board of Education as requested.
  - vii. Legal advice and counsel concerning employee disciplinary matters, including preparation of grievance responses, investigations, arbitrations, and proceedings pursuant to Civil Service Law § 75 and Education Law § 3020-a.
  - viii. Legal advice and review of agreements relating to capital projects, bid issues, and any other legal matters, other than municipal financing, concerning capital/construction projects.

- ix. Routine review, monitoring and representation in tax certiorari proceedings as directed by the DISTRICT.
- x. Preparation/review of legal notices, legal advice, and counsel in connection with DISTRICT elections, and annual and special meetings.
- xi. Cooperation with the DISTRICT Insurance Carrier and oversight of assigned outside counsel.
- xii. Advice, counsel and representation in regard to Special Education matters as such may from time to time arise.
- xiii. Any other legal matters which may be requested by the Superintendent of Schools or Board of Education.

**2. Fees**

In consideration of the foregoing, the DISTRICT hereby agrees to compensate the FIRM as follows:

- a. An hourly rate of \$210.00 per hour for legal services as outlined above and billed on a monthly basis over the course of the school year (e.g., July 1<sup>st</sup> to June 30<sup>th</sup>).
- b. Legal services for all work related to capital/construction projects, litigation and hearings will be billed separately at the FIRM's current hourly rate of \$210.00. "Litigation" refers to matters under the jurisdiction of the state and federal courts. "Hearings" are defined as any proceeding in which witnesses will be called, sworn, examined, and cross-examined before a finder of fact who will decide the outcome of the case (e.g., Education Law §3020-a hearings, Civil Service Law §75 hearings, and Superintendent's Hearings).
- c. Expenses - Only significant costs or expenses which are incurred by the FIRM on behalf of the DISTRICT will be billed to the DISTRICT. Such costs are large photocopying projects, large postage fees, stenographic reporters' fees, witness fees, court costs, travel related.

**3. Attorneys**

The DISTRICT will have access to all attorneys and professional staff employed by the FIRM. The attorneys assigned as the District's primary attorney contacts shall be Douglas E. Gerhardt though you are hiring the complete firm so others, including Jeffrey D. Honeywell, Esq., Paul M. Aloy, Esq., and/or Christopher J. Honeywell, Esq. may from time to time be called upon to assist with matters as they may arise.

**4. Term of Agreement**

The term of this Agreement shall commence July 1, 2024, through June 30, 2025. The DISTRICT may, in its sole discretion, for any reason, terminate this Agreement earlier than

June 30, 2025, upon thirty (30) days' written notice from the DISTRICT to the FIRM, subject only to payment of earned fees, including a pro rata determination of the paid retainer, and disbursements as of the date of termination. The FIRM shall also have the right to terminate this Agreement upon thirty (30) days written notice. In the absence of termination by the District, this Agreement will be deemed to continue beyond June 30, 2025.

**5. Billing**

The FIRM will send a monthly statement every thirty (30) days itemizing the legal services provided, the attorney performing such services, the hourly rate applied, the total attorney's fees incurred for that period, the amount of any costs and disbursements incurred for that period, and the total balance due. Payment is expected within thirty days of the date of the bill.

**6. Fee Dispute**

In the event of a dispute regarding fees, the DISTRICT may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator. The FIRM would be happy to provide the DISTRICT with a copy of those rules at the DISTRICT's request.

**7. Document Retention**

Under the FIRM's document retention policy, we normally destroy files seven (7) years after a matter is closed, unless other arrangements are made with the client. Copies of all legal documents, correspondence, and most other documents will be provided to the DISTRICT throughout our representation of the DISTRICT. Copies of these documents should be retained for the DISTRICT'S records.

**8. Preservation of Evidence**

For litigated matters, the DISTRICT is required by law to preserve any evidence that may be relevant to the claim. This includes business records, correspondence, e-mail or other messages, photographs or video, or other physical evidence.

**9. Client Confidentiality**

The FIRM will protect the DISTRICT'S confidential information as required by law. Please use special care when communicating with the FIRM so as to preserve the confidentiality of attorney-client communications.

**10. Entire Agreement**

This Engagement Letter constitutes the entire agreement between the FIRM and the DISTRICT as to the Matter and may be changed only by a written document, signed by both parties.

**11. Governing Law**

Any dispute arising under this Engagement Letter shall be governed by the laws of the State of New York. The DISTRICT consents to the personal and subject matter jurisdiction of the Supreme Court of the State of New York to resolve any such disputes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**CVES BOCES**

By: \_\_\_\_\_  
President, Board of Education

Dated: \_\_\_\_\_

**HONEYWELL LAW FIRM, PLLC**

By:   
Douglas E. Gerhardt, Esq.  
Partner/Shareholder

Dated: 05/22/2024

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 518 Rugar Street, Plattsburgh, New York 12901 (hereinafter “BOCES”) and Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law, with an office and place of business at 1 Washington Street, Glens Falls NY, hereinafter be collectively referred to as “THE PARTIES.”

BOCES desires to have certain services and activities described as follows: Legal Services, hereinafter “SERVICES” at BOCES during the period of July 1, 2024 through June 30, 2025.

Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law 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: Bartlett, Pontiff, Stewart & Rhodes, P.C. , Attorney at Law 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. Bartlett, Pontiff, Stewart & Rhodes, P.C. , Attorney at Law shall perform the SERVICES described above, all such SERVICES being the responsibility of Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law and those in the Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law’s employ.
3. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law is free to devote their 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. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law represents and warrants that neither Bartlett, Pontiff, Stewart & Rhodes, P.C. , Attorney at Law nor any of Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law’s employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law 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. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law 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: Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law agrees to provide BOCES with a Certificate of Professional Liability Insurance prior to commencement of SERVICES.
8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made.

Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law's fee shall be all inclusive, and shall be limited to \$250.00 per hour for attorney services, \$150.00 per hour for paralegal services, as well as any costs or disbursements, including mileage and travel related expenses, postage, photocopying and filing fees. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law may incur on BOCES behalf in connection with their representation and paid as follows: BOCES will render payment within 30 days after receipt of Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law'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 Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law to the project.

9. INDEPENDENT CONTRACTOR: Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law 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: Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law 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 Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law with Internal Revenue Service Form 1099. Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law 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 Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Bartlett, Pontiff, Stewart & Rhodes, P.C., Attorney at Law.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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

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

Bartlett, Pontiff, Stewart & Rhodes, P.C.  
Attorney at Law

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

(Michael St. Pierre/Board President )  
(Dr. Mark C. Davey/District Superintendent)

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

(Consultant/ Independent Contractor)

**Terms and Conditions for Legal Services Provided to School Clients – NON-RETAINER**

**FERRARA FIORENZA PC**  
**(2024 - 25 School Year)**

1. **Services.** The Firm, when appointed by the Board of Education, agrees to act as counsel for the School District and to provide legal services and counsel necessary for the successful operation of the School District. Such services shall include, but shall not be limited to, the following:

(a) Preparing and rendering legal opinions upon request to the Superintendent of Schools, other authorized school personnel or the Board of Education.

(b) Attending and providing legal advice at meetings of the Board as the Board may direct.

(c) Providing legal assistance in the drafting and review of legal documents, contracts, policies, rules and regulations, resolutions, applications, and other legal or quasi-legal papers upon request of the Board or the Superintendent.

(d) Performing such other professional duties on behalf of the District as the Superintendent, authorized personnel or the Board may, from time to time, assign.

2. **Compensation.**

(a) **Fees.** The hourly rate for the Firm's partners, associates, law clerks and paralegals are set forth below.

(b) **Rate Schedule:**

Partners/ Senior Counsel/Counsel:	\$230/hour
Associates:	\$175 - 225/hour
Law Clerks	\$160/hour
Paralegals:	\$140/hour

(c) **Disbursements and Costs.** In addition to fees, the School District shall also reimburse the Firm for reasonable and necessary disbursements and costs incurred in its representation of the School District. In instances where larger disbursements are involved, we may require that the School District pay same in advance or directly to the vendor.

(d) **Invoicing and Payment.** The Firm shall invoice the School District monthly for fees and disbursements. The School District agrees to make payment within thirty (30) days of receipt of the invoice.

(e) **Dispute Resolution.** As with all legal clients, the School District has the right to arbitrate any dispute arising out of the fees charged. New York's Rules of Professional Responsibility for Attorneys requires fee disputes in civil representations to be resolved by arbitration at the client's election pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Supreme Court, Appellate Division. These rules permit arbitration where the amount of disputed fees range from \$1,000 to \$50,000. Copies of these rules will be provided to the District upon request.

3. **Education Law §2-d Compliance.**

(a) **Protection of Confidential Data.** The Firm shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1 (r)) (hereinafter "Confidential Data") in accordance with the requirement articulated under New York State Education Law §2-d and 8 NYCRR 121.9.

(b) **Breach of Confidential Data.** In the event Confidential Data is accessed or obtained by an unauthorized individual, the Firm shall notify the School District without

unreasonable delay and not more than seven calendar days after the discovery of such breach. The Firm shall follow the protocol outlined in 8 NYCRR 121.10 with respect to same.

4. **Termination.** Either party may terminate the attorney-client relationship at any time, with or without cause, by giving prior written notice to the other party. The School District's termination will not affect the School District's responsibility for payment of amounts due for services rendered before termination and for additional charges incurred in connection with an orderly transition of pending matters to other counsel.

5. **Attorney-Client Relationship.**

(a) **Organization as Client.** In accordance with the ethical standards set forth in Rule 1.13 of the Rules of Professional Conduct, the parties acknowledge that, when the attorney is employed or retained by an organization or entity, the attorney represents the organization through its duly authorized officers, Board members, employees and other constituents. This means that the School District and its Board, as a Board of Education, not as individuals, are the clients. While the attorneys in the Firm will work in most instances, and on a day-to-day basis, with the Superintendent and the Administration, the Board and the Firm recognize that the attorney's responsibility is to the School Board (and not to the Superintendent or the administration or any individual Board members).

(b) **Statement of Client Rights.** A copy of the Statement of Client Rights, adopted by the Judicial Departments of the Appellate Division of the New York State Supreme Court is enclosed.

6. **General.** We reserve the right to destroy the contents of any file not claimed by a client after 10 years of inactivity. Other file/document destruction procedures will be communicated separately to clients. Other applicable terms will be communicated to the School

District as appropriate. If you have any questions about any aspect of our working relationship, please do not hesitate to discuss them with the attorney responsible for your matter. It is important that we work together in a clear and mutually beneficial way. We encourage open discussion on all of these matters, and always welcome full communication with our clients. We truly appreciate the opportunity to work with you and serve the interests of the School District.

**February 2024**

## **DATA SECURITY AND PRIVACY PLAN**

**WHEREAS**, Champlain Valley Educational Services (hereinafter “CVES”) and Ferrara Fiorenza PC (hereinafter “Law Firm”) entered into an agreement for legal services effective July 1, 2024 (hereinafter “Agreement”) as described in the Law Firm's engagement letter (hereinafter “Legal Services”).

**WHEREAS**, pursuant to the requirements under 8 NYCRR 121, Law Firm maintains the data security and privacy plan described herein in connection with the Legal Services provided to CVES.

1. During the term of the Agreement, Law Firm will implement all state, federal and local data security and privacy requirements, consistent with CVES’s Data Security and Privacy Policy in the following way(s):

All users will be required to have a unique logon ID and password for access to systems. The user’s password is kept confidential. Passwords must not be found in any English or foreign dictionary. Confidential data stored on-premise is only allowed on firm’s internal servers, which are secured in a locked environment. Any data that is transported outside the firm’s internal network is required to be stored on encrypted devices. Any portable device lost or stolen is to be reported immediately to the firm’s administrators, who will execute a remote wipe and/or disabled the device.

2. Law Firm has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

Industry Standard Redundant Network Security Appliance (Firewall), Managed Endpoint Protection (Anti-Virus), Email Connection/Message Based Encryption, Remote Access Multi-Factor Authentication, Microsoft Windows Policy Based Strong Password and Frequent Password Change Enforcement. Data is protected with monitored daily disk to disk to tape backups. Tapes stored offline in secure firesafe and kept for data retention. Daily offsite replication to disaster recovery site is performed over secure VPN encrypted tunnel. Disaster Recovery Site failover is tested periodically. Monitored network security appliances and cloud security services use all standard industry services including advanced services, such as, the ability to scan inbound and outbound mail messages, sandboxing technology of email attachments and Internet downloads, scan secure internet connections (HTTPS), message link protection and regional policy filters (GEO-IP Blocking).

3. Law Firm shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed CVES’s Parents Bill of Rights for Data Privacy and Security and will comply with same.

a. Law Firm will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

b. Law Firm will ensure that any third-party contractor(s) or other authorized persons or entities to whom Law Firm will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

c. At the end of the term of the Agreement, Law Firm will destroy, transition or return, at the direction of CVES, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement, except as provided herein.

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Law Firm and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided on an annual basis by Law Firm.

5. Third-party contractors. Law Firm may utilize third-party contractors for such matters a copying or transcribing. Law Firm shall ensure personally identifiable information is protected through the use of written agreements requiring 2-d compliance with such parties.

6. Law Firm has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

Administrative Level Access to firm accounts and data is restricted to network administrators only. Access control is audited, including account creation, access level modification, password changes and account lockouts due to bad password attempts. Alert notifications are sent to network administrators for further investigation. Law Firm will promptly notify CVES of a breach or unauthorized disclosure in accordance with legal requirements.

7. Termination of Agreement. In accordance with legal and professional requirements, at the termination of Services, Law Firm shall retain certain data and documents in secure storage and destroy all remaining data and documents excluding original documents which will be returned to CVES.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security

and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Law Firm hereto has executed this Data Security and Privacy Plan as of June 4, 2024.

**FERRARA FIORENZA PC**

By: James A. Gregory



**PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM  
(2024-25 School Year)**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Ferrara Fiorenza PC (“Ferrara Fiorenza”) are limited to use in connection with the ongoing professional and legal services provided by Ferrara Fiorenza to Champlain Valley Educational Service (“CVES”) (the “Legal Services”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** Ferrara Fiorenza will ensure that any subcontractors, or other authorized persons or entities to whom Ferrara Fiorenza will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; Education Law §2-d; 8 NYCRR Part 121).
3. **PRACTICES:** Ferrara Fiorenza provides ongoing Legal Services. During the pendency and at the conclusion of such Legal Services, Confidential Data will be maintained by Ferrara Fiorenza PC in accordance with all legal requirements, as well as Ferrara Fiorenza PC’s Data Security and Privacy Plan.
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the Family Educational Rights and Privacy Act (“FERPA”) stored by CVES by following CVES’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District by following the appeal procedure in CVES’s APPR Plan. Unless otherwise required by the above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Ferrara Fiorenza by CVES will be stored in Ferrara Fiorenza’s secure offices and/or on its secured server. Ferrara Fiorenza will protect the Confidential Data in accordance with its Data Security and Privacy Plan.
6. **ENCRYPTION PRACTICES:** Ferrara Fiorenza will apply encryption to the Confidential Data while in motion and at rest in accordance with its Data Privacy and Protection Plan and to the extent required by applicable state and federal laws and regulations.

**Champlain Valley Educational Services**  
**Audit Committee - Meeting Minutes**  
**February 14, 2024 - 5:00 p.m., CVES Learning Hub**

**Present:** Richard Harriman, Sr., Audit Committee Member  
Donna LaRocque, Audit Committee Member  
Emily Phillips, Audit Committee Member  
Christine Myers, BOCES Treasurer  
Hayden Reidy, CVES Business Manager (out 5:16)  
Angela Jennette, CVES Claims Auditor (out 5:09)  
Jessie Moulton, Payroll Auditor (out 5:16)

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

**1. Welcome**

Introductions were made around the room.

**2. Approve the minutes from December 13, 2023 Audit Committee Meeting**

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

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

Angela Jennette and Jessie Moulton provided updates of their respective Claims Auditor and Payroll Auditor duties and discussed their procedures. Angela Jennette discussed the necessity for the Deputy Claims Auditor position.

Christine Myers and Hayden Reidy discussed the need for cross-training and shared work responsibilities of staff and the transition to 100% electronic time sheets.

Mrs. Myers discussed the workings of the Central Business Office.

**4. External Auditor for 2024-2025**

The upcoming RFP for the external auditor and the shortage of staff in the CPA industry were discussed.

**5. Internal Audit for 2024-2025**

The site work for the internal audit is being scheduled. Auditor Aimee Skiff will attend May's meeting.

**6. 2023-2024 Reserve Plan Summary**

There were no changes in the Reserve Plan from the previous Audit Committee Meeting. The final Reserve Plan will be presented at the May Audit Committee Meeting and presented to the Board in May or June.

School staffing was discussed.

Reserve fund balances were discussed.

**7. Future Meeting Dates**

The next meeting is May 8, 2024 at 5:00 p.m. at the CVES Learning Hub in Plattsburgh.

**Meeting adjourned at approximately 5:30 p.m.**

*Approved May 8, 2024, Richard Harriman, Sr. 1<sup>st</sup>, Emily Phillips 2<sup>nd</sup>*

**AGREEMENT BETWEEN “THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF CLINTON, ESSEX, WARREN AND WASHINGTON COUNTIES, a/k/a CHAMPLAIN VALLEY EDUCATIONAL SERVICES” AND THE “CLINTON COUNTY SHERIFF’S OFFICE” TO PROVIDE A SCHOOL RESOURCE OFFICER**

This agreement, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ is by and between the Clinton County Sheriff’s Office, “County” herein, and Champlain Valley Educational Services, “CVES” herein, with principal offices at located 1585 Military Turnpike, Plattsburgh, NY 12901.

The Clinton County Sheriff’s Office shall provide CVES with a deputy sheriff for the position of School Resource Officer. CVES shall reimburse the County for said services at the annual rate of \$45,000.00 Said rates shall include all benefits and the County shall be responsible for Workers’ Compensation and New York State Disability insurance coverage. Payment to the County will be made in 12 monthly installments. This contract shall commence July 1, 2024 and shall remain in effect through June 30, 2024.

The County agrees to provide CVES satisfactory evidence of Law Enforcement Liability Insurance naming CVES as additional insured.

The County agrees to defend, indemnify and save harmless CVES from any and all claim(s) arising out of services performed by the County hereunder, including those specifically arising out of negligent acts or omissions of the County’s officers, employees and agents, (if applicable) including any costs for legal services and the defense of any said claim(s).

This agreement may be terminated by either party, giving 30 (thirty) days written notice of its intention to terminate to the other party.

Clinton County does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or the provision of services.

CVES warrants that it complies with the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this contract; comply in all respects with the provisions of the Act and its implementing regulations.

The School Resource Officer can carry a firearm while on duty at CVES. For a School Resource Officer permitted to carry a firearm on school property, the School Resource officer may only engage in the use of force with such firearm where the defense of justification pursuant to New York Penal Law Article 35 applies to the use of such force. The defense of justification is defined in Section 35.05 et al of Article 35 of the New York Penal Law and shall govern the conduct of any School Resource Officer's carrying and/or use of a firearm on school property.

When practical, the School Resource Officer shall report all violations of law, school rules, regulations or policies to school administration and, where appropriate, to local law enforcement agencies. Notwithstanding the responsibility to report, the responsibility to discipline for violations of school rules, regulations or policies rests solely with the school administration.

Definition of a School Resource Officer (SRO):

1. Is a uniformed officer of the Clinton County Sheriff's Office, who will be operating a marked police vehicle, and who is responsible for safety and security on the school property.
2. The SRO will be responsible for providing a law enforcement role that will consist of enforcing state or local laws and ordinances. This may include making referrals to other county or state agencies that may be beneficial.
3. They will form a relationship with the student body that creates a positive role between the two to prevent the numbers of students needing juvenile delinquency referrals.
4. SROs are responsible for creating and maintaining a close partnership with open lines of communication between school officials, staff, students and parents/guardians.

5. School officers will be responsible for handling calls for service, complaints, investigations and arrests within their assigned schools.
6. SROs may also be required to give presentations on a variety of topics or teach the D.A.R.E. curriculum in their assigned building.
7. The role of school discipline is the responsibility of CVES Administration.

**SIGNATURE OF THE PARTIES:**

**Champlain Valley Educational Services**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Mark C. Davey, District Superintendent / Michael St. Pierre, Board President

**APPROVED BY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David N. Favro, Clinton County Sheriff

**APPROVED AS TO INSURANCE REQUIREMENTS:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy County Administrator

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Attorney

**COUNTY OF CLINTON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairperson  
Clinton County Legislature

**Moriah Central School District** located at 39 Viking Lane, Port Henry, NY 12974 **and the Board of Cooperative Educational Services, sole Supervisory District of Clinton, Essex, Warren and Washington Counties**, also known as Champlain Valley Educational Services (CVES) located at 1585 Military Turnpike, Plattsburgh, NY 12901.

**Lease Agreement 7/8/2024 to 8/16/2024**

**LEASE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2024 between **Moriah Central School**, hereinafter referred to as “Landlord”, and **The Board of Cooperative Educational Services, sole Supervisory District of Clinton, Essex, Warren and Washington Counties**, also known as Champlain Valley Educational Services (CVES) hereinafter referred to as “Tenant”.

1. **Premises:** Landlord hereby leases to the Tenant, and the Tenant hereby takes, pursuant to the terms and conditions hereof, the following property, with use of common areas for the right of ingress and egress to the premises, situated in Essex County, and State of New York and more particularly classroom space and office space at 39 Viking Lane, Port Henry, NY, 12974. Additionally, at the discretion of the District Superintendent or designee, use of other areas of the facility for the purpose of instructing student enrolled at CVES for the Extended School Year (ESY) Rise Center for Success Summer School Programming.
  - a. Classroom and office space are as follows:
    - 4 Classrooms for Instruction
    - Nursing Office (could be shared staffing)
    - OT/PT Therapy Room (2-3 days per week each)
    - Speech Therapy Office
    - Counselor Office
    - Use of gym
    - Administrative Workspace (could be shared)
  - b. Spaces listed above are subject to expansion or reduction based on services requested by school districts and can be amended based on mutual agreement. Spaces to be occupied to be identified by landlord by July 1, 2024 and shall comply with the regulation of the Commissioner of Education.
2. **Term of Lease:** The term of this lease shall be for the period of 7/8/2024 to 8/16/2024. Landlord shall provide access to the facility before the beginning of the lease term for move in and set up of supplies and equipment. Landlord shall also provide access after the end of the lease term for move out of supplies and equipment.
3. **Rent:** The Tenant shall pay the Landlord, without notice or demand, in lawful money of the United States, at the office of the Landlord or at such other place as Landlord may designate, the following rental:
  - i. An annual fixed rent totaling \$7,500 per year. Rent includes housekeeping services, utilities, access to employee and customer designated restrooms, and employee access to kitchen facilities. Rent also includes use of equipment in the facilities with approval from the Superintendent or designee.
  - ii. The rent shall be due and payable on or before October 1, 2024.

If Tenant shall fail to pay any installment of fixed rent or any payment of additional rent for a period of thirty (30) days after such installment or payment shall become due, Tenant shall pay interest at the rate prescribed by Article 11-A of the State Finance Law.

4. **Use:** Tenant shall occupy and use the demised premises for BOCES ESY programming. Tenant shall not suffer or permit the demised premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept in the demised premises that would in any way:
  - i. Violate any law or requirement or public authorities;
  - ii. Cause structural injury to the building or any part thereof;
  - iii. Constitute a public or private nuisance;
  - iv. Alter the appearance of the exterior of the building; and/or
  - v. Include storage of flammable or hazardous fuels.
5. **Maintenance and Repairs:** The Tenant shall, during the term of this lease and any renewal or extension thereof, at its sole expense, keep the interior of the leased property in as good order and repair as it is at the date of commencement of the Lease, reasonable wear and tear is expected.
6. **Obligations of Landlord:** The Landlord is responsible for all necessary structural repairs and exterior maintenance, including snow and ice removal. Landlord is also responsible for interior maintenance including replacement of air filters, seasonal mechanical servicing, light replacement, and upkeep of building systems such as electrical, plumbing and ventilation. The Landlord shall be responsible for keying all entries and shall provide keys to Tenant.
7. **Insurance:** Tenant, at its own cost and expense, shall maintain adequate insurance for Tenant's personal property.
8. **Assignment, Subletting, Mortgaging:** Tenant shall not assign, mortgage, or encumber this Lease, sublet the premises or permit the premises to be used by others without the Landlords prior written consent in each instance.
9. **Rules and Regulations:** Any rules and regulations regarding the premises shall be observed by the Tenant, its employees and customers.

The Landlord reserves the right to rescind any presently existing rules applicable to the premises and to make other such reasonable rules and regulations that affect the safety, care, and cleanliness of the premises.

Landlord agrees that, except in the case of emergency, it will give Tenant 30 days to comply with every rule and regulation adopted.

**10. Obligations of Tenant:** Tenant acknowledges that the premises are smoke-free and smoking is not permitted on the premises. All signage and window treatments shall be installed only after written consent of the Landlord. Landlord reserves the right to maintain uniformity of the premises.

**11. Termination:**

(a) The Landlord, at its option, may, with thirty (30) days' notice, terminate this lease and the Tenant's rights, should any one or more of the following occur:

- i. The Tenant shall become insolvent, make a general assignment for the benefit of creditors, file a bankruptcy petition or petition to seek reorganization under the federal bankruptcy laws; or
- ii. The Tenant voluntarily abandons, deserts, or vacates the premises; or
- iii. A lien is filed against the premises because of an act of omission of the Tenant; or
- iv. The Tenant fails to pay rental or make other payments due the Landlord when due and such failure continues for more than ten (10) days after written notice of non-payment; or
- v. The Tenant fails to keep, perform, and observe every promise and agreement set forth in the Lease.
- vi. Rent will continue to be an obligation of Tenant for the period of occupancy by Tenant following the notice to terminate.

(b) Tenant may terminate this Lease immediately upon notice to Landlord that there are not sufficient appropriations available to Tenant to pay Rent required under this Lease.

**12. Damage:** Tenant must give the Landlord prompt notice of fire, accident, or dangerous, defective conditions. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable. If part of the premises cannot be used, Tenant must pay rent of the usable part. Landlord and Tenant will mutually decide which part of the premises remains usable. In the event that Landlord and Tenant cannot mutually agree on the useable portion, a disinterested, qualified architectural engineer will be consulted. Landlord and Tenant will each pay one-half of the cost for such services and both parties agree to be bound by the opinion of the architectural engineer. In the event of such damage, Landlord need only repair the damaged structural parts if the premises to their previous useful condition.

The Landlord is not required to repair or replace any equipment, fixtures, furnishings, or decorations unless originally installed by Landlord. Landlord will undertake repair work promptly and will monitor the work with due diligence.

**13. Surrender of Premises:** Upon expiration or other termination of this Lease, Tenant shall surrender the premises in good order and condition, ordinary wear and tear expected. Tenant shall promptly remove all of its property from the premises.

**14. Security:** Tenant shall be entitled to the premises during normal business hours and will be responsible for all visitors to the premises. Tenant will ensure that the building is secure when not in use. Tenant will

have reasonable access to the facility in July 2024 to set up the classroom and office space. Access to be coordinated with the landlord.

- 15. **Notices:** Any request, demand, or other communication required by the terms of this Lease either by Landlord or Tenant or Tenant to Landlord shall be in writing and sent certified mail, return receipt requested to the addresses stated in the Lease.
  
- 16. **Attestation:** The Landlord attests that neither they nor any of its principal employees are listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement programs.
  
- 17. **Enforcement:** This lease is not enforceable against Clinton, Essex, Warren, Washington Board of Cooperative Educational Services (CEWW BOCES) unless and until it has been approved in writing by the Commissioner of Education in accordance with Section 1905- (4) (p) (a) of the Education Law.

**Moriah Central School District**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Title** \_\_\_\_\_

**The Board of Cooperative Educational Services, sole Supervisory District of Clinton, Essex, Warren and Washington Counties, also known as Champlain Valley Educational Services (CVES)**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Dr. Mark Davey, District Superintendent

**Plattsburgh City School District** located at 49 Broad Street, Plattsburgh, NY 12901 and the **Board of Cooperative Educational Services, sole Supervisory District of Clinton, Essex, Warren and Washington Counties**, also known as Champlain Valley Educational Services (CVES) located at 1585 Military Turnpike, Plattsburgh, NY 12901.

**Lease Agreement 7/8/2024 to 8/16/2024**

**LEASE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between **Plattsburgh City School District**, hereinafter referred to as "Landlord", and **The Board of Cooperative Educational Services, sole Supervisory District of Clinton, Essex, Warren and Washington Counties**, also known as Champlain Valley Educational Services (CVES) hereinafter referred to as "Tenant".

1. **Premises:** Landlord hereby leases to the Tenant, and the Tenant hereby takes, pursuant to the terms and conditions hereof, the following property, with use of common areas for the right of ingress and egress to the premises, situated in the City of Plattsburgh, and State of New York and more particularly classroom space and office space at Momont Elementary School, 60 Monty Street, Plattsburgh New York 12901 for the purpose of instructing students enrolled at CVES for the ESY program.

- a. Classroom and office space are as follows:

**Classroom Spaces**

- 2 Academic Classrooms (K-5)
- 6 Life Skills Classrooms (K-12)
- 6 Autism (K-12)
- 1 ITSP (9-12)

**RSP and Additional Spaces**

- Speech Providers (2-3; could be a shared classroom)
- OT/PT – Therapy Room
- Counselor Spaces (4-5)
- Nurse’s Office
- Gym
- Cafeteria and Kitchen
- Library

- b. Spaces to be occupied to be identified by landlord by July 1, 2024 and shall comply with the regulation of the Commissioner of Education.

2. **Term of Lease:** The term of this lease shall be for the period of 7/8/2024 to 8/16/2024. Landlord shall provide access to the facility before the beginning of the lease term for move in and set up of supplies and equipment. Landlord shall also provide access after the end of the lease term for move out of supplies and equipment.

3. **Rent:** The Tenant shall pay the Landlord, without notice or demand, in lawful money of the United States, at the office of the Landlord or at such other place as Landlord may designate, the following rental:
  - i. An annual fixed rent totaling \$21,000 per year. Rent includes housekeeping services, utilities, access to employee and customer designated restrooms, and employee access to kitchen facilities. Rent also includes use of equipment in the facilities with approval from the District Superintendent or designee.
  - ii. The rent shall be due and payable on or before October 1, 2024.

If Tenant shall fail to pay any installment of fixed rent or any payment of additional rent for a period of thirty (30) days after such installment or payment shall become due, Tenant shall pay interest at the rate prescribed by Article 11-A of the State Finance Law.

4. **Use:** Tenant shall occupy and use the demised premises for BOCES ESY program. Tenant shall not suffer or permit the demised premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept in the demised premises that would in any way:
  - i. Violate any law or requirement or public authorities;
  - ii. Cause structural injury to the building or any part thereof;
  - iii. Constitute a public or private nuisance;
  - iv. Alter the appearance of the exterior of the building; and/or
  - v. Include storage of flammable or hazardous fuels.
5. **Maintenance and Repairs:** The Tenant shall, during the term of this lease and any renewal or extension thereof, at its sole expense, keep the interior of the leased property in as good order and repair as it is at the date of commencement of the Lease, reasonable wear and tear is expected.
6. **Obligations of Landlord:** The Landlord is responsible for all necessary structural repairs and exterior maintenance, including snow and ice removal. Landlord is also responsible for interior maintenance including replacement of air filters, seasonal mechanical servicing, light replacement, and upkeep of building systems such as electrical, plumbing and ventilation. The Landlord shall be responsible for keying all entries and shall provide keys to Tenant.
7. **Insurance:** Tenant, at its own cost and expense, shall maintain adequate insurance for Tenant's personal property.
8. **Assignment, Subletting, Mortgaging:** Tenant shall not assign, mortgage, or encumber this Lease, sublet the premises or permit the premises to be used by others without the Landlords prior written consent in each instance.
9. **Rules and Regulations:** Any rules and regulations regarding the premises shall be observed by the Tenant, its employees and customers.

The Landlord reserves the right to rescind any presently existing rules applicable to the premises and to make other such reasonable rules and regulations that affect the safety, care, and cleanliness of the premises.

Landlord agrees that, except in the case of emergency, it will give Tenant 30 days to comply with every rule and regulation adopted.

10. **Obligations of Tenant:** Tenant acknowledges that the premises are smoke-free and smoking is not permitted on the premises. All signage and window treatments shall be installed only after written consent of the Landlord. Landlord reserves the right to maintain uniformity of the premises.

11. **Termination:**

(a) The Landlord, at its option, may, with thirty (30) days' notice, terminate this lease and the Tenant's rights, should any one or more of the following occur:

- i. The Tenant shall become insolvent, make a general assignment for the benefit of creditors, file a bankruptcy petition or petition to seek reorganization under the federal bankruptcy laws; or
- ii. The Tenant voluntarily abandons, deserts, or vacates the premises; or
- iii. A lien is filed against the premises because of an act of omission of the Tenant; or
- iv. The Tenant fails to pay rental or make other payments due the Landlord when due and such failure continues for more than ten (10) days after written notice of non-payment; or
- v. The Tenant fails to keep, perform, and observe every promise and agreement set forth in the Lease.
- vi. Rent will continue to be an obligation of Tenant for the period of occupancy by Tenant following the notice to terminate.

(b) Tenant may terminate this Lease immediately upon notice to Landlord that there are not sufficient appropriations available to Tenant to pay Rent required under this Lease.

12. **Damage:** Tenant must give the Landlord prompt notice of fire, accident, or dangerous, defective conditions. If the premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the premises are unusable. If part of the premises cannot be used, Tenant must pay rent of the usable part. Landlord and Tenant will mutually decide which part of the premises remains usable. In the event that Landlord and Tenant cannot mutually agree on the useable portion, a disinterested, qualified architectural engineer will be consulted. Landlord and Tenant will each pay one-half of the cost for such services and both parties agree to be bound by the opinion of the architectural engineer. In the event of such damage, Landlord need only repair the damaged structural parts if the premises to their previous useful condition.

The Landlord is not required to repair or replace any equipment, fixtures, furnishings, or decorations unless originally installed by Landlord. Landlord will undertake repair work promptly and will monitor the work with due diligence.

- 13. **Surrender of Premises:** Upon expiration or other termination of this Lease, Tenant shall surrender the premises in good order and condition, ordinary wear and tear expected. Tenant shall promptly remove all of its property from the premises.
- 14. **Security:** Tenant shall be entitled to the premises during normal business hours and will be responsible for all visitors to the premises. Tenant will ensure that the building is secure when not in use. Tenant will have reasonable access to the facility in July 2024 to set up the classroom and office space. Access to be coordinated with the landlord.
- 15. **Notices:** Any request, demand, or other communication required by the terms of this Lease either by Landlord or Tenant or Tenant to Landlord shall be in writing and sent certified mail, return receipt requested to the addresses stated in the Lease.
- 16. **Attestation:** The Landlord attests that neither they nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement programs.
- 17. **Enforcement:** This lease is not enforceable against Clinton, Essex, Warren, Washington Board of Cooperative Educational Services (CEWW BOCES) unless and until it has been approved in writing by the Commissioner of Education in accordance with Section 1905- (4) (p) (a) of the Education Law.

**Plattsburgh City School District**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

**The Board of Cooperative Educational Services, sole Supervisory District of Clinton, Essex, Warren and Washington Counties, also known as Champlain Valley Educational Services (CVES)**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
 Dr. Mark Davey, District Superintendent

***Champlain Valley Educational Services***

***CODE OF CONDUCT***

***Adopted: July 12, 2023***

**DRAFT**

## CVES CODE OF CONDUCT

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## CODE OF CONDUCT

### CVES Mission Statement

***“Champlain Valley Educational Services is committed to being a valued and trusted partner by supporting students, schools, and communities to excel through high-quality education, training, and shared services.”***

### CVES Vision Statement

***“We aspire to be the premier provider of dynamic and innovative education programs and shared services, serving as a catalyst for personal and regional growth and development towards a brighter global future.”***

### Core Beliefs

- *Students are our first priority.*
- *Staff are essential to the health and well-being of our organization.*
- *We value open and honest communication.*
- *We embrace collaboration and shared decision-making.*
- *We promote creativity and innovation.*
- ***ALL** students can learn and be successful.*
- *We lead and act with integrity, fostering respect for all by ensuring the acceptance, inclusion, and celebration of our community members.*
- *Students, family, and community are valued partners for success.*
- *We ensure a safe, supportive learning and work environment.*
- *We all impact the educational process and are dedicated to perform at the highest possible levels.*

### Public Non-Discrimination Notice:

Champlain Valley Educational Services does not discriminate on the basis of race, color, national origin, sex, disability, age or any other legally protected status in its programs, activities, employment, and admissions; and provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding this nondiscrimination policy may be directed to one of the following Civil Rights Compliance Officers:

#### Civil Rights Compliance Officer

Mr. Matthew Walentuk  
518 Rugar Street  
Plattsburgh, NY 12901  
(518) 561-0100 Ext. 363  
[walentuk\\_matt@cves.org](mailto:walentuk_matt@cves.org)

#### Civil Rights Compliance Officer

Ms. Maria Huntington  
194 US Oval  
Plattsburgh, NY 12901  
(518) 561-0430 Ext. 3079  
[huntington\\_maria@cves.org](mailto:huntington_maria@cves.org)

#### 504 Compliance Officer

Mr. Matthew Slattery  
1585 Military Turnpike  
Plattsburgh, NY 12901  
(518) 561-0100 Ext. 291  
[Slattery\\_matt@cves.org](mailto:Slattery_matt@cves.org)

## I. INTRODUCTION

**CVES is committed to providing a safe and orderly educational environment where students receive, and CVES personnel deliver, quality educational services without disruption or interference. Responsible behavior by all individuals, including students, teachers, parents, volunteers, vendors, contractors, CVES personnel, component district personnel, and other visitors is essential to achieving this goal.**

CVES has a long-standing set of expectations for conduct on CVES property and at CVES functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, acceptance, kindness, inclusion, tolerance, honesty, and integrity. CVES embraces research-based programs and strategies that prevent crisis from occurring, de-escalating potential crises, managing disruptive and acute physical behaviors, reducing potential and actual injury to personnel and students, teaching students adaptive coping skills and developing a positive learning environment. Such programs and strategies include but are not limited to: Therapeutic Crisis Intervention for Schools 2 (TCIS-2), CALM, restorative and trauma informed practices.

Unless otherwise indicated, this Code of Conduct applies to all individuals, including students, CVES personnel, parents, persons in parental relation, volunteers, vendors, contractors, and other visitors when on CVES property or attending a CVES function. Adult students enrolled in adult education courses should consult their individual student handbook for specific disciplinary procedures. CVES Rise Center for Success Special Education and CV-TEC CTE programs or services provided in component district/"host building" locations, unless otherwise authorized, shall comply with the Code of Conduct prescribed by that building/district. Students who attend any CVES Rise Center for Success Special Education and CV-TEC CTE program or service, regardless of location, should be aware that their conduct will be subject not only to CVES' Code of Conduct and the applicable component district's/"host building's" Code of Conduct, but may also be governed by additional provisions of the Code of Conduct in place in the student's home district of residence.

The Board recognizes the need to clearly define these expectations for acceptable conduct on CVES property and while attending CVES functions, to identify the possible consequences of unacceptable conduct, and to ensure that discipline when necessary is administered promptly and fairly. To this end, the CVES Board adopts this code of conduct. This Code of Conduct has been drafted in collaboration with all stakeholders to meet the requirements of the Project SAVE legislation (Education Law §2801), section 100.2(1) of the Education Commissioner's regulations, and the Dignity for All Students Act (DASA). The law seeks to improve school safety and to ensure a safe and effective learning environment.

**II. DEFINITIONS** For purposes of this code, the following definitions apply: *(Some of the following definitions are defined by law and regulation and included in the Code of Conduct for simplicity. To the extent any definitions here differ from legally required definitions, such legal definitions are controlling.)*

**Behavioral Intervention Plan:** a plan that is based on the results of the functional behavioral assessment and, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs and intervention strategies that include positive behavioral supports and services to address the behavior.

**Behavior Management System:** a process or system of consequences for behavior that is developed and monitored by staff in a particular building, program, or classroom which is used by staff and students in order to monitor and improve student behaviors.

**Bullying:** is unwanted, aggressive behavior that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Bullying can be verbal (e.g., teasing, name-calling), social (e.g., exclusion, public embarrassment), or physical (e.g., hitting, damaging personal belongings).

**Business Day:** Monday through Friday, except for federal or State holidays.

**CALM:** A medically evaluated physical intervention program developed by the New England Center for Children focusing on de-escalation and the safety of students and staff. CALM procedures are not intended to be used as a behavior intervention or to reduce challenging behaviors. CALM was developed specifically for professionals working with students over the age of 5 and diagnosed with autism or related disorders. CALM will be used in the Autism classrooms at CVES.

**CVES Function:** a CVES sponsored curricular, co-curricular and/or extracurricular event or activity, or a CVES sponsored work site/internship.

**CVES Property:** Means in or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public elementary or secondary school; or in or on a school bus or any CVES owned or leased equipment, building, structure, playground, parking lot or land wherever situated. (Education Law §11[1]).

**Cheating:** the use of fraudulent means to complete an academic assignment or test.

**Co-Regulation:** non-verbal and verbal strategies that staff use to provide support in a way that helps reduce stress and risk during a crisis.

**Committee on Special Education or CSE:** a committee on special education, subcommittee on special education, or other multidisciplinary team established in accordance with Education Law section 4402 or, in the case of a preschool student with a disability, the committee on preschool special education.

**Compulsory School Age:** a minor who becomes six years of age on or before the first of December in any school year shall be required to attend upon full-time instruction from the first day that the appropriate public school is in session in September of such school year, and a minor who becomes six years of age after the first of December in any school year shall be required to attend upon full-time instruction from the first day of session in the following September; and, shall be required to remain in attendance until the last day of session in the school year in which the minor becomes 16 years of age.

**Controlled Substance:** drugs that have a legitimate medical purpose, coupled with a potential for abuse and psychological and physical dependence.

**CTE:** Career & Technical Education

<https://www.nysed.gov/career-technical-education>

**CTE Programs:** Career and technical education (CTE) programs are general education contiguous courses which provide academic and technical instruction in the content areas of agriculture, business and marketing, family and consumer sciences, health sciences, trade and technical education, and technology education.

**Cyber bullying:** " shall mean harassment or bullying as defined in subdivision seven of this section, including paragraphs (a), (b), (c) and (d) of such subdivision, where such harassment or bullying occurs through any form of electronic communication."

**Day:** a calendar day, except where a school day or business day is specified.

- *School day* means any day, including a partial day that students are in attendance at school for instructional purposes. The term *school day* has the same meaning for all students in school, including students with and without disabilities.
- *Business day* means Monday through Friday, except for Federal and State holidays (unless holidays are specifically included in the designation of business day).

**Dignity for All Students (DASA) Complaint Officer:** The staff member who is responsible for receiving reports or complaints of bullying and harassment and cyberbullying, as defined by DASA. CVES has appointed the Administrator of the Building, or their designee.

**Dignity for All Students (DASA) Coordinator:** A staff member in each school who is trained in human relations in the area of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender and sex.

**Disability:** means (a) a physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnostic techniques or (b) a record of such an impairment or (c) a condition regarded by others as such an impairment, provided, however, that in all provisions of this article dealing with employment, the term must be limited to disabilities which, upon the provision of reasonable accommodations, do not prevent the complainant from performing in a reasonable manner the activities involved in the job or occupation sought or held (Education Law §11[4] and Executive Law §292[21]).

**Disciplinary Change in Placement:** a suspension or removal from a student's current educational placement that is either: 1. more than 10 consecutive school days or 2. for a period of 10 consecutive days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year; because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and because of such additional factors as the length of each suspension or removal, the total amount of time the student has been removed and the proximity of the suspensions or removals to one another. The school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

**Disruptive Student:** a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.

**District Superintendent:** Chief School Officer for a Board of Cooperative Educational Services (BOCES) pursuant to Education Law.

**Emotional Harm** that takes place in the context of harassment or bullying shall be defined as harm to an individual's emotional well-being through creation of a hostile school environment that is so severe or pervasive as to unreasonably and substantially interfere with an individual's education or work environment. Such conduct shall include, but is not limited to, acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (which includes a person's actual or perceived sex, as well as gender identity and expression), or sex. (Education Law §11[7])

**Expedited Due Process Hearing:** an impartial hearing conducted in an expedited manner under the circumstances and in accordance with the procedures specified in the Commissioner's Regulations.

**Expedited Evaluation:** an individual evaluation conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.6 of this Part.

**Fabrication:** falsifying or inventing any information, citation, or data.

**Firearm:** as defined by Gun-Free Schools Act (18 USC Section 921) means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of such weapon, any firearm muffler or silencer, or any "destructive device" (i.e., any explosive, incendiary, or poison gas, including bombs, grenades, rockets or other similar devices).

**Functional Behavioral Assessment (FBA):** the process of determining why a student engages in behaviors that impede learning and how the student's behavior relates to the environment.

**Harassment:** may be verbal, written, or other conduct that is threatening or harmful. It does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. Harassment is only a small part of the larger universe of bullying or cyberbullying activity.

**"Harassment" and "bullying"** shall mean the creation of a hostile learning or work environment by conduct or by threats, intimidation or abuse, including cyberbullying, that:

- (a) has or would have the effect of unreasonably and substantially interfering with an individual's educational performance, opportunities or benefits, or mental, emotional or physical well-being; or
- (b) reasonably causes or would reasonably be expected to cause an individual to fear for the individual's physical safety; or
- (c) reasonably causes or would reasonably be expected to cause physical injury or emotional harm to an individual; or
- (d) occurs off school property and creates or would foreseeably create a risk of substantial disruption within the school environment, where it is foreseeable that the conduct, threats, intimidation or abuse might reach school property.

For purposes of this definition, the term "threats, intimidation or abuse" shall include verbal and non-verbal actions. (Education Law §11[7])

Acts of harassment and bullying shall include, but not be limited to, those acts based on a person's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (which includes a person's actual or perceived sex, as well as gender identity and expression), or sex. For the purposes of this definition the term "threats, intimidation or abuse" shall include verbal and non-verbal actions. (Education Law §11[7])

**Hazing:** an abusive and often humiliating form of initiation into or affiliation with a group including any willful action taken or situation created which recklessly or intentionally endangers the mental, emotional, or physical health of another.

**Hearing Officer:** an individual assigned by a Board of Education (pursuant to Education Law Section 4404(1), or by the Commissioner in accordance with section 200.7(d)(1)(i) of this Part), to conduct a hearing and render a decision.

**Home school district:** a secondary student's school district of residence.

**Illegal Drug:** a controlled substance but does not include a controlled substance legally possessed or used under the supervision of a licensed health-care professional or a substance that is otherwise legally possessed or used under the authority of the Controlled Substances Act or under any other provision of Federal law.

**Impartial Hearing Officer:** one who is appointed to conduct an impartial hearing or expedited due process hearing pursuant to Education Law section 4404(1). Such term shall not include a hearing officer designated by a superintendent of schools to conduct a superintendent's hearing pursuant to Education Law section 3214(3)(c).

**Individualized Educational Program (IEP):** a written statement developed, reviewed, and revised in accordance with the Regulations of the Commissioner that includes the components specified in the Regulations to be provided to meet the unique educational needs of a student with a disability.

**Individuals:** As used in the CVES Code of Conduct, refers to all students, CVES personnel, parents, persons in parental relation, volunteers, vendors, contractors, and other visitors when on CVES property or attending a CVES function.

**Individuals with Disabilities Education Act (IDEA):** the federal law related to the education of students with disabilities.

**In-School Detention:** an intermediate step between minor behavior problems and out of school suspension for serious or continuous discipline problems. The student may be separated from the classroom.

**Interim Alternative Educational Setting or IAES:** a temporary educational placement, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. A student who is placed in an IAES shall:

- (1) continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and
- (2) receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

**Itinerant Teacher:** a certified staff member who provides specialized services, such as hearing, vision, or other educationally related services to students and is not assigned to one special education program or building. These teachers usually travel to various sites in order to deliver specialized services. Itinerant teachers are expected to

adhere to the building and special education program parameters for discipline of each location in working with students attending that school unless otherwise authorized.

**Loitering:** wandering or standing without purpose.

**Long Term Suspension:** a suspension of more than five consecutive school days.

**Manifestation Determination:** a review of the relationship between the student's disability and the behavior subject to disciplinary action that is conducted by the Committee on Special Education (CSE) or 504 Committee of the student's home school district.

**NYSED CTE Approved Program of Study:** NYSED-approved programs are developed to deliver a related combination of courses and experiences in a career and technical area to confer academic and technical knowledge and skills in preparation for further education, training, and/or employment. The program is taught by appropriately certified and qualified teachers who supplement classroom instruction with work-based experiences for students. Student progress is recorded through a work-skills employability profile, performance on technical assessments, and other data on student performance in academic and technical areas. Successful completion of the 80-week program of study meets the criteria for the CTE 4+1 Graduation Pathway and may lead to a NYSED CTE Endorsement.

<https://www.nysed.gov/career-technical-education/cte-program-approval>

**Other Administrative, Managerial, and Technical Staff:** individuals who are responsible for central office operations or specialized instructional or administrative management services who provide support or oversight to various CVES programs or services or to component districts.

**Parts 200 and 201 of the Regulations of the NYSED Commissioner of Education:**

Part 200 of the Regulations of the Commissioner of Education relates to special education programs and services for students with disabilities. Part 201 relates to the procedural safeguards for students with disabilities subject to discipline

<https://www.nysed.gov/special-education/new-york-state-laws-and-regulations-related-special-education-and-students>

**Plagiarism:** the use or close imitation of the language and ideas of another author and representation of them as one's own original work. This includes copying from electronic sources.

**Red Flag Law:** also known as the extreme risk protection order law, is effective in New York State as of August 24, 2019. The law prevents individuals who show signs of being a threat to themselves or others from purchasing or possessing any kind of firearm.

**Removal :**

- (1) a removal of a student with a disability for disciplinary reasons from that student's current educational placement, other than a suspension as defined in subdivision (r) of this section; and
- (2) the change in placement of a student with a disability to an IAES by an impartial hearing officer pursuant to section 201.8 of this Part. Such term shall also include the change of placement of a student with a disability to an IAES pursuant to section 201.7(e) of this Part made in conjunction with a suspension.

**Restorative Practice** is a social science that studies how to improve and repair relationships between people and communities. The purpose is to build healthy communities, decrease crime and anti-social behavior, repair harm and restore relationships.

**School:** unless otherwise designated, the location of a CVES program or service.

**School Administrator:** a certified administrator who is responsible for the supervision and management of a CVES site.

**School Day:** any day, including a partial day, students are in attendance at school for instructional purposes.

**School function:** a school-sponsored or school-authorized curricular, co-curricular and/or extra-curricular event or activity regardless of where such event or activity takes place or a CVES sponsored work site/internship.

**Serious Bodily Injury:** bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

**Short Term Suspension:** a suspension of five or less consecutive school days.

**Student:** a person who participates in any CVES program or service and who is either sponsored by a school district or attends as an adult.

**Special Education Program:** As defined in the NYSED Commissioner's Regulations Part 200: Students with Disabilities. <https://www.nysed.gov/special-education/new-york-state-laws-and-regulations-related-special-education-and-students>

**Student with a Disability:** a student with a disability as defined in section 200.1(zz) of this Part or a preschool student with a disability as defined in section 200.1(mm) of this Part.

**Student presumed to have a disability for discipline purposes:** a student who the school district is deemed to have knowledge was a student with a disability before the behavior that precipitated disciplinary action under the criteria in section 201.5(b) of this Part.

**Student Support Service Personnel:** means any staff member who provides direct educationally related services or assists students in coping with peer pressure and emerging personal, social, emotional, and physical problems. These services are provided by psychologists, social workers, counselors, school counselors, behavior specialists, ESL teachers, hearing teachers, vision teachers, mobility teachers, speech teachers, occupational or physical therapists.

**Substance:** a drug or other substance identified under schedule I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. section 812) (United States Code, 2006 edition, volume 13; Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-9328; 2008 - available at the Office of Counsel, New York State Education Department, State Education Building Room 148, 89 Washington Avenue, Albany, NY 12234).

**Superintendent's Hearing:** A disciplinary hearing conducted pursuant to Education Law by a District Superintendent, Superintendent of schools, or a hearing officer designated by a Superintendent of schools, to determine whether a student should be suspended from instruction for more than five consecutive school days.

**Teacher Removal:** any classroom teacher has the power and authority to remove a disruptive student in accordance with Education Law.

**Therapeutic Crisis Intervention for Schools 2(TCIS-2):** assists schools in preventing high-risk and disruptive crisis behaviors from occurring, de-escalating potential crises, managing acute physical behaviors, reducing potential and actual injury to students and staff, teaching students positive coping skills, and helping to create learning

organizations. It provides schools with a model for eliminating the need for physical interventions by putting in place a system to promote learning and reflective practice. TCIS may utilize interventions when a student is at imminent risk to themselves or to others.

**Title IV: [Applies to CV-TEC Division Adult Students]** The CV-TEC CTE programs authorized under Title IV of the Higher Education Act are the major source of federal student aid. Title IV programs include Loans; Federal Family Education Loan (FFEL); Direct Loan; Federal Perkins Loan Grants; Federal Pell Grant; Academic Competitiveness Grant (ACG); National SMART Grant; Federal Supplemental; Educational Opportunity Grant (FSEOG); Federal Work-Study (FWS). Title IV also requires participating institutions to ensure student safety and appropriate interventions for inappropriate student behavior.

**Violent Student:** an individual who:

- commits an act of violence upon a school employee, or attempts to do so;
- commits, while on school property or at a school function, an act of violence upon another individual or any other person lawfully on school property or at the school function, or attempts to do so;
- possesses, while on school property or at a school function, what appears to be a weapon;
- displays, while on school property or at a school function, what appears to be a weapon;
- threatens, while on school property or at a school function, to use a weapon;
- knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function;
- knowingly and intentionally damages or destroys school district property.

**Weapon:** any device, instrument, material or substance (animate or inanimate) that is used for or readily capable of causing physical injury or death (e.g., dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutter, sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb).

### III. INDIVIDUAL RIGHTS AND RESPONSIBILITIES

CVES is committed to safeguarding the rights given to all individuals under State and federal law and to promote a safe, healthy, orderly, and civil school environment.

#### CVES STUDENT RIGHTS AND RESPONSIBILITIES

##### RIGHTS

- To attend CVES and be granted the opportunity to receive a quality education.
- To be made aware of the CVES rules and policies, and to be treated in a manner consistent with these policies when resolving disciplinary matters.
- To have the opportunity to present your version of the facts and circumstances in all disciplinary matters.
- To take part in all CVES activities on an equal basis regardless of race, gender, ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, or disability.
- To feel safe in the school environment and not be intimidated or harassed by others.
- To express your style and dress in a manner that is appropriate for a school setting.
- To Due Process

##### RESPONSIBILITIES

- To attend school, internships, and jobsites regularly and on time, perform assignments, and strive to do your highest quality work.
- To understand CVES Code of Conduct, obey the rules it contains and to be accountable for your actions.
- To be truthful and respectful in the resolution of conflicts with all parties involved.
- To be respectful and supportive to all who are participating in CVES academic and extracurricular activities.
- To behave in a manner that will not jeopardize the safety and well-being of yourself or others, and respect and treat others in a fair and equitable manner.
- To dress in a safe manner that is not educationally distracting to others, is appropriate for the educational environment, and is in accordance with the CVES dress code policy.

### IV. ESSENTIAL PARTNERS IN CREATING A POSITIVE SCHOOL CLIMATE

**All parents and Persons in Parental Relation are expected to:**

1. Recognize that the education of their children is a joint responsibility of the parents/person(s) in parental relation and the school community;
2. Send their children to school ready to participate and learn;
3. Ensure their children attend school regularly and on time;
4. Ensure absences are excused pursuant to CVES Attendance Policy;
5. Know school rules and help their children understand them;
6. Promote positive behavior in their children by helping them to accept the consequences of their actions and by becoming involved in the behavior management/disciplinary process;
7. Convey to their children a supportive attitude toward education and CVES;
8. Build positive relationships with teachers, other parents, and their children's friends;
9. Help their children deal effectively with peer pressure;
10. Inform school officials of changes in the home situation that may affect student conduct or performance.

**All teachers are expected to:**

1. Establish and sustain a safe, orderly, and productive classroom environment by establishing and sustaining reasonable expectations for student conduct within their educational environment;
2. Enforce the Code of Conduct with their students and engage with appropriate others to ensure that student conduct matters are resolved promptly and fairly;
3. Maintain a climate of mutual respect and dignity;
4. Be prepared to teach;
5. Be knowledgeable of, and be able to, apply effective classroom/building behavior management techniques, , Therapeutic Crisis Intervention for Schools 2(TCIS-2), CALM, restorative and trauma informed practices, as well as CALM philosophy and techniques for the ABA program;
6. Communicate regularly with students, parents, person(s) in parental relation and other professional staff and/or agencies regarding each student's emotional, social, behavioral, and academic progress through:
  - a. course objectives, lesson plans, draft IEPs, and other related documents
  - b. marking/grading procedures
  - c. assignment deadlines
  - d. expectations for students
  - e. classroom discipline plan
  - f. behavior management system
  - g. other documentation/communication tools
7. Adhere to the Code of Conduct for CVES or district-based school.
  1. Maintain a professional atmosphere, appearance, and appropriate language for their professional position that does not detract from the educational environment.

**All student support service personnel and teacher aides are expected to:**

1. Provide educationally related service(s), as appropriate, to support students in their educational environment;
2. Support educational and academic goals;
3. Assist students in coping with peer pressure and emerging personal, social, emotional, and physical problems;
4. Know CVES policies and rules and enforce them in a fair and consistent manner in accordance with the Code of Conduct;
5. Be knowledgeable of, and be able to apply, effective classroom behavior/building management techniques and the Therapeutic Crisis Intervention for Schools 2(TCIS-2), restorative and trauma informed practices, as well as CALM philosophy and techniques for the ABA program;
6. Communicate regularly, as appropriate, with students, parents, and other staff;
7. Adhere to the Code of Conduct for CVES or district-based school.
8. Maintain a professional atmosphere, appearance, and appropriate language for their professional position that does not detract from the educational environment.

**All school administrators are expected to:**

1. Promote a safe, orderly, and academically stimulating school environment that supports active teaching and learning;
2. Ensure that students and staff have the opportunity to communicate regularly with the building principals/supervisors and approach the building principals/supervisors for redress of grievances;
3. Evaluate all instructional programs for which they are responsible on a regular basis;

4. Support the development of and student participation in school functions;
5. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly;
6. Be knowledgeable of, and be able to apply, effective classroom/building behavior management techniques, and the **Therapeutic Crisis Intervention for Schools 2(TCIS-2)**, CALM, restorative and trauma informed practices, as well as CALM philosophy and techniques for the ABA program; and assure their utilization in the educational environment;
7. Ensure that a behavior management system is created and supported to meet the needs of students enrolled in their building.
8. Maintain a professional atmosphere, appearance, and appropriate language for their professional position that does not detract from the educational environment.

**All administrative, managerial, and technical staff is expected to:**

1. Provide specialized instructional and administrative services to CVES and component districts;
2. Support the implementation of the Code of Conduct;
3. Assure that the staff under their supervision conforms to the Code of Conduct.
4. Maintain a professional atmosphere, appearance, and appropriate language for their professional position that does not detract from the educational environment.

**All other CVES staff is expected to:**

1. Perform specialized non-instructional duties that support the operational functioning of the school/CVES;
2. Know school/CVES policies and rules and support the implementation of the Code of Conduct.
3. Maintain a professional atmosphere, appearance, and appropriate language for their professional position that does not detract from the educational environment.

**The DASA Coordinator is expected to:**

1. Promote a safe, orderly, and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex.
2. Oversee and coordinate the work of the building-level bullying prevention committees.
3. Identify curricular resources that support infusing civility in classroom instruction and provide guidance to staff as to how to access and implement those resources.
4. Coordinate, with the Professional Development Committee, training in support of the bullying prevention committee.
5. Be responsible for monitoring and reporting on the effectiveness of CVES' bullying prevention policy.
6. Address personal biases that may prevent equal treatment of all students and staff.

**The District Superintendent (or his/her designee) and the Board are expected to:**

1. Ensure the collaboration of student, teacher, administrator, and parent organizations, CVES safety personnel and other CVES personnel to develop a Code of Conduct that clearly defines expectations for the conduct of students, CVES personnel, volunteers, vendors, contractors, and visitors on CVES property and at CVES functions;
2. Review and approve at least annually the CVES Code of Conduct to evaluate the Code's effectiveness and the fairness and consistency of its implementation;

3. Lead by example by conducting Board meetings in a professional, respectful, and courteous manner.
4. Maintain a professional atmosphere, appearance, and appropriate language for their professional position that does not detract from the educational environment.

## **V. INDIVIDUAL CIVILITY**

All students and adults have the right to learn and work in an environment that is free from discrimination, bullying and harassment (see CVES Board Policy 5010).

All interactions and communications (including the use of electronic devices) among students, teachers, CVES administrators, other CVES personnel, volunteers, vendors, contractors, and visitors on CVES property and at CVES functions will be appropriate, civil, and respectful. Individuals are expected to behave with dignity and treat others with respect and courtesy. Individuals should respect their peers, teachers, and school staff.

Individual behavior should not interfere with the rights of others. Individuals are expected to use language that is appropriate in demonstrating respect for self and others. Appropriate disciplinary action when violations occur will be taken.

### **ACCEPTABLE USE POLICY (AUP)**

All individuals are expected to abide by the CVES Acceptable Use Policy (AUP). Any violation to the AUP is subject to disciplinary consequences as outlined in Section VII of the Code of Conduct.

### **ELECTRONIC DEVICES**

Students are prohibited from using any device which electronically communicates, sends, receives, stores, reproduces, or displays voice or text communication or data (inclusive of media transmissions) during the school day, except as expressly permitted in connection with authorized use. While students are permitted to possess such devices during the school day, they are prohibited from using them in any manner which disrupts the educational environment/process. If a student violates this policy, then he/she is subject to discipline under this provision or any other provision in the CVES Code of Conduct that may be applicable to the circumstances involved. Any electronic device that is permitted on school property is encouraged to be kept on the person and used in a responsible, non-disruptive manner.

CVES is not responsible for any devices being lost, stolen or damaged while at school or at a school function. Personal electronic devices are the sole responsibility of the individual.

## STUDENT DRESS CODE

It is the responsibility for students to attend school in appropriate dress that meets health and safety standards and does not interfere with their education or the learning process.

The student dress code supports equitable educational access and is written in a manner that does not reinforce stereotypes. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

Our student dress code is designed to accomplish several goals:

- Maintain a safe learning environment in classes where protective or supportive clothing is needed, such as science labs or physical education.
- Allow students to wear clothing of their choice that is comfortable.
- Allow students to wear clothing that expresses their self-identified gender.
- Allow students to wear religious attire without fear of discipline or discrimination.
- Prevent students from wearing clothing or accessories that denote, suggest, display or reference alcohol, drugs or related paraphernalia or other illegal conduct or activities.
- Prevent students from wearing clothing or accessories with offensive language or images, including profanity, hate speech, and pornography.
- Prevent students from wearing clothing or accessories that will interfere with the operation of the school, disrupt the educational process, invade the rights of others, or create a reasonably foreseeable risk of such interference or invasion of rights.
- Prevent students from wearing clothing or accessories that reasonably can be construed as being or including content that is racist, lewd, vulgar, or obscene, or that reasonably can be construed as containing fighting words, speech that incites others to imminent lawless action, defamatory speech, or threats to others.
- Ensure that all students are treated equitably regardless of race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size.

The administration is authorized to take action in instances where individual dress does not meet these stated requirements.

A student's dress, grooming and appearance, including but not limited to hair style/color, jewelry, make-up, and nails, shall:

- Be safe, appropriate, and not disrupt or interfere with the educational environment;
- Include footwear at all times; footwear that is a safety hazard will not be allowed;
- Wear uniforms or other safety equipment/attire required for specific educational environment.
- Refrain from wearing brief and/or see-through garments;
- Ensure that undergarments are not exposed and are covered with outer clothing;
- Not include items that are vulgar, obscene, libelous or denigrate others on account of a person's race, gender (including identity and expression), ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, or disability;
- Not promote and/or endorse the use of alcohol, tobacco, or illegal drugs and/or encourage other illegal or violent activities;
- Not display or wear anything signifying gang affiliation.

While the CVES administration may require students participating in physical education classes to wear certain types of clothing such as sneakers, socks, shorts, and tee shirts, they may not prescribe a specific brand which students must buy.

Each school administrator or his or her designee shall be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year. Additional details about dress code may be addressed in building student handbooks.

### **Student Dress Code Enforcement**

Students should not be shamed or required to display their body in front of others (students, parents, or staff) in school. "Shaming" includes, but is not limited to:

- Kneeling or bending over to check attire fit.
- Measuring straps or skirt length.
- Asking students to account for their attire in the classroom or in hallways in front of others.
- Calling out students in spaces, in hallways, or in classrooms about perceived dress code violations in front of others; in particular, directing students to correct sagged pants that do not expose the entire undergarment, or confronting students about visible bra straps or waistbands, etc. and;
- Accusing students of "distracting" other students with their clothing.

Students who violate the student dress code may be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with the acceptable item.

- Students will be asked to put on their own alternative clothing, if already available at school, to be dressed more to code for the remainder of the day or,
- Student will be offered alternative clothing as provided by the main office or health office, to be dressed more to code for the remainder of the day or,
- If necessary, students' parents/guardians may be called during the school day to bring alternative clothing for the student to wear for the remainder of the day.

Any student who repeatedly fails to comply with the dress code may be subject to further discipline, up to and including out of school suspension.

*(Dress Code Expectations inspired in part by Oregon NOW Model Dress Code and ETHS Pilot: Student and Family Handbook.)*

## VI. PROHIBITED CONDUCT

The CVES Board expects all individuals to conduct themselves in an appropriate and civil manner in accordance with the CVES Code of Conduct, with proper regard for the rights and welfare of other students, personnel, and other members of the school community, and for the care of facilities and equipment. These expectations also apply to internships and student work experience.

CVES strives to provide an environment in which individuals can achieve the knowledge and skills, in collaboration with faculty and staff, to develop social and emotional maturity. CVES personnel are expected to facilitate and model appropriate behavior and promote self-regulation.

The Board recognizes the need to be clear and specific in expressing its expectations for student conduct while on CVES property or while engaged in a CVES function. The rules of conduct listed below are intended to do that and to focus on safety and respect for the rights and property of others.

Individuals are expected to accept responsibility for their own behavior. Individuals may be subject to disciplinary action, up to and including suspension from school or removal from a CV-TEC CTE program, when they engage in conduct that is disorderly, insubordinate, disruptive, violent, endangers the safety, morals, health or welfare of others, engage in misconduct on school-provided transportation, or engages in academic misconduct including work/internship sites. The CVES Board expects all individuals on CVES campuses and CVES activities to avoid:

### A. Engaging in Disorderly Conduct

*Examples of disorderly conduct include, but are not limited to:*

1. Engaging in any act which disrupts the operation of the school community, running in hallways, making unreasonable noise, and using language or gestures that are profane, lewd, vulgar, abusive, intimidating, or that offends or incites others;
2. Obstructing vehicular or pedestrian traffic;
3. Trespassing. Students and unauthorized personnel are not permitted in any area of the school building, other than the one they regularly attend, without permission from CVES personnel;
4. Loitering. Students and unauthorized personnel are not permitted to loiter on school property;
5. Misusing computer/electronic communication devices, including any unauthorized or inappropriate use of computers, software, or internet/intranet account; accessing inappropriate websites; or any other violation of the CVES Acceptable Use Policy for Technology Resources;
6. Unauthorized use of personal electronic devices/equipment (e.g., cell phones, personal music and gaming devices, and other personal electronic devices);
7. Unauthorized use of personal computer, laptop and/or other computerized information resources through CVES computer system is prohibited.

### B. Engaging in Conduct that is Insubordinate or Disruptive

*Examples of insubordinate or disruptive conduct include, but are not limited to:*

1. Failing to comply with the reasonable directions of teachers, school administrators or other CVES employees or otherwise demonstrating disrespect;
2. Missing or leaving school or class without permission;
3. Endangering the health and safety of other individuals or interfering with the educational process or CVES activities by means of inappropriate appearance or behavior as per CVES Code of Conduct;
4. Interfering with the authority of the teacher or other CVES personnel;
5. Participating in public displays of affection on school property, including school sponsored events.

### **C. Engaging in Conduct that is Violent**

*Examples of violent conduct include, but are not limited to:*

1. Committing, threatening, or attempting any act of violence (such as hitting, kicking, punching, or scratching) upon a CVES employee;
2. Committing, threatening, or attempting an act of violence (such as hitting, kicking, punching, or scratching) upon another student or any other person lawfully on school property;
3. Possessing or fabricating a weapon (see definition). Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on CVES property or at a CVES function;
4. Displaying what appears to be a weapon;
5. Threatening to use any weapon(s);
6. Using weapon(s);
7. Intentionally damaging or destroying CVES property, the personal property of a student, teacher, volunteer, contractor, vendor, administrator, other CVES employee or any person lawfully on CVES property, or at a CVES function including but not limited to graffiti or arson;
8. Communication by any means, including oral, written, or electronic (such as through the Internet or e-mail) off school property, where the content of such communication (a) can reasonably be interpreted as a threat to commit an act of violence on school property; or, (b) results in material or substantial disruption to the educational environment.

### **D. Engaging in Any Conduct That Endangers the Safety, Morals, Health, or Welfare of Others** *Examples of such conduct include, but are not limited to:*

1. Lying, deceiving, or giving false information to school personnel;
2. Stealing CVES property or the property of other students, school personnel or any other individual lawfully on school property or while attending a school function;
3. Discrimination, which includes the use of race, gender (identity and expression), ethnicity, religion, age, political affiliation, sexual orientation, national origin, color, weight, religious practice, sex, appearance, socio-economic status, or disability as a basis for treating another in a negative manner;
4. Harassment or bullying, as defined in this code of conduct or violation of the Dignity for All Students Act (DASA).
5. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm and/or emotional discomfort; for example, "play" fighting, extortion of money, overt teasing, etc.;
6. "Cyberbullying, as defined by this code of conduct or the Dignity for All Students Act (DASA). Such acts include for example use of texts, emails, or social media to harass or bully students.
7. Sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, taking, sending, or receiving sexually explicit videos, pictures or auditory recordings and other verbal or physical conduct or communication of a sexual nature;
8. Displaying signs of gang affiliation or engaging in gang-related behaviors that are observed;
9. Hazing, which includes any intentional or reckless act directed against another for the purpose of initiation into, affiliating with or maintaining membership in any CVES or school sponsored activity, organization, club, or team;
10. Possessing, using, viewing, selling, or distributing obscene material;
11. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing, or exchanging alcoholic beverages, marijuana, marijuana products, thc/cbd products, tobacco, tobacco products, electronic cigarettes, vaping/dab devices, vaping/dab components, vaping/dab fluids, illegal substances, or being under the influence of any of these.

- “Illegal substances” include, but are not limited to inhalants, , cocaine, LSD, PCP, amphetamines, heroin, steroids, lookalike drugs, and any substances commonly referred to as “designer drugs;”
12. Possessing, selling, attempting to sell, purchasing, attempting to purchase, distributing, or exchanging drug paraphernalia;
  13. Use of products in a manner other than intended by the manufacturer;
  14. Inappropriately possessing, using, sharing, selling, attempting to sell, purchasing, attempting to purchase, distributing, or exchanging prescription and over-the-counter drugs;
  15. Possessing, consuming, selling, attempting to sell, purchasing, attempting to purchase, distributing, or exchanging “look-alike drugs;” or, possessing or consuming (without medical authorization), selling, attempting to sell, distributing, or exchanging other substances such as dietary supplements, weight loss pills, etc.;
  16. Gambling and gaming, including online activities;
  17. Inappropriate touching and/or indecent exposure;
  18. Initiating or reporting warning of fire or other catastrophe without valid cause, misusing 911, or tampering with emergency devices;
  19. Violating privacy when using school restroom facilities.
  20. Creating or enabling a hostile learning/work environment.
  21. Violating the Student Driver or Passenger Procedures.
  22. Throwing or causing to be airborne, any object, tool, or material that could distract or cause injury to others.

#### **E. Engaging in Misconduct While Utilizing School-Provided Transportation**

It is crucial for students to behave appropriately while riding on school-provided transportation to ensure their safety and that of other passengers and to avoid distracting the driver. Students are required to conduct themselves on school-provided transportation in a manner consistent with the CVES and district Code of Conduct and established standards for classroom behavior. Behaviors such as excessive noise, pushing, shoving, and fighting will not be tolerated. Students misbehaving on school-provided transportation under the authority or supervision of CVES will be in violation of CVES Code of Conduct. Students who misbehave on school-provided transportation under the authority or supervision of the home district going to or from a CVES program will be referred to their home district for discipline.

#### **F. Engaging in any Form of Academic Misconduct**

*Examples of academic misconduct include, but are not limited to:*

1. Plagiarism;
2. Cheating;
3. Copying;
4. Altering records;
5. Forgery;
6. Violation of the Acceptable Use Policy;
7. Fabrication;
8. Assisting another student in any of the above actions.

#### **G. Legal Sanctions and Risks Regarding Unlawful Possession, Use or Distribution of Illicit Drugs and Alcohol**

In addition to the above, Title IV CV-TEC Adult Students must comply with Legal Sanctions and Risks Regarding Unlawful Possession, Use or Distribution of Illicit Drugs and Alcohol which can be found in its entirety in the Adult Education Handbook.

Adult students enrolled in CV-TEC's CTE daytime programs and continuing education courses must abide by all CVES Code of Conduct standards and procedures as outlined herein. Institutional disciplinary actions consistent with this Code, with DASA, and with adherence to Title IV adult regulations will apply. More detailed information regarding Title IV-related consequences for non-compliance can be found in the CV-TEC Adult Education Handbook and online on CV-TEC's Financial Aid web page.

## VII. STUDENT DISCIPLINE: CONSEQUENCES AND PROCEDURES

While CVES utilizes proactive and preventative strategies consistent with the established DASA Guiding Principles to address inappropriate behavior, disciplinary action may be necessary. Methods of student discipline vary in style and effectiveness. Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that is fair, consistent, and impartial.

**While no single method of discipline is recommended or mandated, all discipline is to be appropriate to the situation and in accordance with law, regulations and CVES policies.**

As a general rule, discipline will be progressive. This means that a student's first violation will usually result in a less serious consequence than subsequent violations. Each student will be disciplined individually by authorized school personnel taking into account the following factors:

1. The student's age;
2. The nature of the offense and the circumstances which led to the offense;
3. The student's prior disciplinary record;
4. The effectiveness of other forms of discipline;
5. Information from parents, teachers, and others, as appropriate;
6. Other extenuating circumstances;
7. If the conduct of a student is related to a disability or suspected disability, specific procedures outlined (See **Section X**) within this Code must be followed.

The CVES Rise Center for Success Special Education and CV-TEC CTE programs incorporate behavior management systems and classroom expectations as part of the overall instructional program that are designed to address a full range of student behaviors. Infractions by students with disabilities will be addressed in accordance with this Code of Conduct and the NYSED Commissioner's Regulations Part 201; Procedural Safeguards for Students with Disabilities subject to discipline. [New York State Laws and Regulations | New York State Education Department \(nysed.gov\)](#)

### **Disciplinary Consequences**

In addressing student behaviors that may impede learning, CVES uses a variety of appropriate educational management techniques including, but not limited to:

Positive supports, strategies, and interventions to improve students' motivation, social skills, problem solving abilities, anger management, and conflict resolution abilities;  
Environmental modifications to support students' abilities to maintain attention, stay on task, and control their behavior;

Division-wide behavior management systems and classroom expectations to improve students' abilities to understand the connections between their behavior and outcomes.

Students who are found to have violated the CVES Code of Conduct may be subject to the following disciplinary actions whether alone or in combination. The school personnel identified after each consequence listed in the table below are authorized to impose that consequence subject to the student's right to due process.

<b>CONSEQUENCE</b>	<b>AUTHORIZED PERSONNEL</b>
Verbal Warning	Any member of CVES staff
Written Warning/Referral	Educational program staff
Written notification to parent	Teachers, student support services personnel, Principal, supervisor, or designee
Suspension of other privileges	School Administrator, or designee
In-School Detention	School Administrator, or designee
Formal removal from classroom	Educational program staff, School Administrator, or designee
Short-term (five days or less) suspension*	CVES School Administrator, or designee after consultation with school administrators of home district
Long-term (more than five days) suspension from school *	CVES School Administrator, or designee after consultation with school administrators of home district
CVES Program exclusion *	CVES School Administrator, or designee after consultation with school administrators of home district
Permanent suspension from CVES program(s) *	CVES School Administrator, or designee after consultation with school administrators of home district.
*CVES school administrators work in close collaboration with each student's home district for all suspensions. Section XI: Disciplining Students with Disabilities is to be referenced for all students who qualify under Part 200 of the Commissioners Regulations (Students With Disabilities).	

Parents/person(s) in parental relation are powerful partners in a student's behavioral growth, and in their child's development of acceptable social skills. CVES realizes that good communication and informal relations between parents and educators are critical to resolving discipline issues. The use of sustained, multiple, coordinated interventions at home and in school provide students with the consistency they need to develop appropriate behaviors.

Parents/person(s) in parental relation are encouraged to help the school staff by reinforcing positive school behavior and disciplinary consequences. CVES recognizes that parental involvement in the behavioral process is required for

the student to develop the behaviors that will ensure success in the school setting and life. Therefore, it is our philosophy to provide the parent/guardian with regular and early notification by phone or in writing when a student's behavior is problematic in addition to the required procedural notifications covered below.

Adult students enrolled in CV-TEC's CTE daytime programs and continuing education courses must abide by all CVES Code of Conduct standards and procedures as outlined herein. Institutional disciplinary actions consistent with this Code, with DASA, and with adherence to Title IV adult regulations will apply. More detailed information regarding Title IV-related consequences for non-compliance can be found in the CV-TEC Adult Education Handbook and online on CV-TEC's Financial Aid web page.

## VIII. STUDENTS' DUE PROCESS RIGHTS

### **Procedures**

All students are entitled to due process. In all cases, authorized school personnel must inform the student of the alleged misconduct and must investigate. Authorized school personnel shall provide the student an opportunity to present his/her version of the facts.

### Suspension from Extracurricular Activities and/or Transportation Related Thereto

A student subjected to a suspension from such privileges is not entitled to a full hearing pursuant to Education Law Sections 3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the CVES official imposing the suspension to discuss the conduct and the consequence arising from that conduct.

### In-School Detention

The Board recognizes that CVES must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes administrators or designees to place students in "in-school detention."

A student subject to an in-school detention is not entitled to a full hearing pursuant to Education Law Section 3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the CVES official imposing the in-school detention to discuss the conduct and the consequence involved.

### Formal Removal of Disruptive Students by a Teacher

A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using appropriate classroom management techniques as listed under the Disciplinary Consequences section.

For purposes of this Code of Conduct, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.

A classroom teacher may remove a disruptive student from class for up to two days. The removal from class applies to the class of the removing teacher only.

**The procedural requirements for a formal removal by a teacher of a student are:**

1. If the disruptive student does not pose a danger or on-going threat of disruption to the academic process, the teacher must provide the student with an explanation for why he or she is being formally removed and an opportunity to explain his or her version of the relevant events before the student is removed. Only after the informal discussion may a teacher formally remove a student from class;
2. If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be formally removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present his or her version of the relevant events within 24-hours, provided that if such 24-hour period does not end on a school day, it shall be extended to the corresponding time on the next school day;
3. The teacher must complete a CVES-established form for a formal removal by a teacher and meet with the principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the formal removal and to present the CVES form for a formal removal by a teacher. If the principal or designee is not available by the end of the same school day, the teacher must leave the form with the secretary and meet with the principal or designee prior to the beginning of classes on the next school day;
4. Within 24-hours after the student's formal removal by a teacher, the principal or another administrator designated by the principal, must notify the student's parents that the student has been formally removed from the class and why. The notification must also inform the parent that he or she has the right, upon request, to meet informally with the principal or the principal's designee to discuss the reasons for the formal removal. If such 24-hour period does not end on a school day, it shall be extended to the corresponding time on the next school day. The 24-hour notification, if by telephone or in person, will be immediately followed by a written notice;
5. The principal may require the teacher who ordered the formal removal to attend the informal conference;
6. If at the informal meeting the student denies the charges, the principal or the principal's designee must explain why the student was formally removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's formal removal by a teacher. If such 48-hour period does not end on a school day, it shall be extended to the corresponding time on the second school day next following the pupil's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and principal;
7. The principal or the principal's designee may overturn the formal removal of the student from class if any one of the following are found:
  - a. The charges against the student are not supported by substantial evidence;
  - b. The student's formal removal is otherwise in violation of law or the provisions of this Code of Conduct;
  - c. The conduct warrants suspension from school pursuant to Education Law Section 3214 and a suspension will be imposed.
8. The principal or his or her designee may overturn a formal removal by a teacher at any point between receiving the referral form issued by the teacher and the close of business on the school day next succeeding the end of the 48-hour period for the informal conference if a conference is requested. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the principal makes a final determination, or the period of the formal removal expires, whichever is less;

9. Any disruptive student who is formally removed from the classroom by the classroom teacher shall be offered continued educational programming and activities by a certified teacher in an alternate setting until the student is permitted to return to the classroom;
10. Each teacher must keep a complete log (on a CVES-provided form) for all cases of formal removal of students from his or her class. The principal must keep a building log of all formal removals by the teachers of students from class;
11. Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. See Section II (Definitions) "Disciplinary Change of Placement" for details. For Rise Center for Success Special Education and CV-TEC CTE programs that regularly enroll one or more students with a disability, it is recommended that behavior management systems be implemented as a means of anticipating and preventing discipline problems.

### Suspension from School

CVES and the home school district have the authority to suspend students from CVES programs. Suspensions typically occur in collaboration with the home school district. Suspension from school is a severe consequence, which may be imposed only upon students who are insubordinate, disorderly, violent, or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of self or others.

Any staff member may recommend to the administrator that a student be suspended. All staff members must immediately report and refer a violent student to the administrator for violation of the Code of Conduct. All recommendations and referrals shall be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension.

The administrator, upon receiving a recommendation or referral for suspension or when processing a case for suspension, shall gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

#### A. Short-term (5 days or less) suspension from school

CVES shall initiate the suspension of a disruptive student from one of its programs when other forms of behavior intervention and disciplinary action have failed unless circumstances otherwise warrant.

1. Suspension may be recommended by an administrator to the home school district for a period of time not to exceed five school days;
2. The student being suspended must be notified of the suspension and the reason for the proposed suspension;
3. The parents/person(s) in parental relation of the student are to be notified in writing by personal delivery, mail delivery or equivalent means within 24 hours with additional notification by telephone, where possible;
4. The student and parent(s) or person(s) in parental relation(s) shall, on request, be given an opportunity for an informal conference with the administrator. Such notice and opportunity for an informal conference shall take place prior to the suspension of the student unless the student's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process, in which case the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practicable;
5. A copy of the suspension letter shall be placed in the student's file;
6. Upon return to school for reinstatement, the student should be accompanied, if possible, by either or both parents/person(s) in parental relation for a reinstatement interview. A phone

conference may also be required. The administrator may recommend the suspension of a student with a disability for a period not to exceed five (5) consecutive school days and not to exceed the amount of time a non-disabled student would be subject to suspension for the same behavior unless the particular suspension would result in a disciplinary change of placement. Any student with a disability who has been suspended for any 10 days within a school year must be referred to the Committee on Special Education of the home school district for a manifestation determination hearing. Students with disabilities and their parents should be aware that there are special protections surrounding disciplinary actions that may warrant a manifestation determination and should request specifics of these legal protections from the Committee on Special Education of their home school district.

**B. Long-term (more than 5 days) suspension from school**

Long-term suspension from school, permanent suspension, and removals or suspensions that constitute a disciplinary change of placement for students with disabilities (which could include an interim alternative educational setting) are required to be addressed by the home school district. In order to facilitate review and action according to the disciplinary procedures established within the home district's Code of Conduct or, in the case of a student with disabilities, by a manifestation determination as required by State and federal law, the CVES administrator shall provide appropriate documentation to the appropriate school official of the student's home school district.

**IX. MINIMUM PERIODS OF SUSPENSION**

As prescribed by law, the following behaviors are serious enough to justify referral of students to the home school district for long-term (more than 5 days) suspension from school, permanent suspension, or a manifestation determination:

**A. *Bringing or possessing a firearm as defined by the Gun Free Schools Act to CVES***

Any student found guilty of bringing or possessing a firearm, as defined by 18 USC Section 921 for purposes of the Gun-Free Schools Act, onto CVES property will be subject to suspension from CVES for at least one calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law Section 3214. The Superintendent of the home school district has the authority to modify the one-year suspension on a case-by-case basis at the recommendation of CVES administration. In deciding whether to modify the suspension period, the Superintendent of the home school district may consider the student's age, grade in school, prior disciplinary record, potential effectiveness of other forms of discipline, input from parents, teachers and/or others, other extenuating circumstances. A student with a disability may be suspended only in accordance with the requirements of State and federal law.

**B. *Committing violent acts***

Any student who is found to have committed a violent act, other than bringing a firearm onto CVES property as defined by the Gun Free Schools Act, shall be subject to suspension from school for at least five days. If a minimum five-day suspension is proposed, the student and the student's parents or person(s) in parental relation, will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed suspension exceeds the minimum five-day suspension, the student and the student's parents or person(s) in parental relation will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension as per the Code of Conduct of the student's home school district. The home school district has the authority to modify the minimum five-day suspension on a case-by-case basis at the recommendation of CVES administration, using the same factors as were described above for modifying a one-year suspension for possessing a firearm. A student with a disability may be suspended only in accordance with the requirements of State and federal law.

- C. *Repeatedly and substantially disrupting the educational process or repeatedly and substantially interfering with the teacher's authority over the classroom.*

Any student who repeatedly is substantially disruptive of the educational process or substantially interferes with the teachers' authority over the classroom shall be subjected to a suspension from school for at least five days. If a minimum five-day suspension is proposed, the student and the student's parents or person(s) in parental relation, will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed suspension exceeds the minimum five-day suspension, the student and the student's parents or person(s) in parental relation, will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension as per the Code of Conduct of the student's home school district. CVES has the authority to recommend a modification of the minimum five-day suspension on a case-by-case basis using the same factors as were described above for modifying a one-year suspension for possessing a firearm.

## **X. REFERRALS**

### **A. Supportive Services**

CVES may make recommendations for supportive services.

### **B. PINS Petitions**

A PINS (person in need of supervision) petition may be filed in Family Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by:

1. Being habitually truant and not attending school as required by Article 65 of the Education Law;
2. Engaging in an ongoing or continual course of conduct which makes the student ungovernable, or habitually disobedient and beyond the lawful control of the school;
3. Knowingly and unlawfully possessing marijuana in violation of the Penal Law.

A single violation will be a sufficient basis for filing a PINS petition.

C. **Juvenile Delinquents and Juvenile Offenders** – The Superintendent is required to refer the following students to the County Attorney for a juvenile delinquency proceeding before the Family Court:

1. Any student under the age of 16 who is found to have brought a weapon to school; or
2. Any student 14 or 15 years old who qualifies for juvenile offender status under the Criminal Procedure Law.

The Superintendent is required to refer student's age 16 and older or any student 14 or 15 years old who qualifies for juvenile offender status to the appropriate law enforcement authorities.

## **XI. DISCIPLINING STUDENTS WITH DISABILITIES**

The Board recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities to address disruptive or problem behavior. The Board also recognizes that students with disabilities are afforded certain procedural protections whenever school authorities intend to impose discipline upon them.

The Board is committed to ensuring that the procedures followed for suspending, removing or otherwise disciplining students with disabilities are consistent with the procedural safeguards required by applicable laws and regulations.

This Code of Conduct affords students with disabilities subject to disciplinary action no greater or lesser rights than those expressly afforded by applicable Federal and State law and regulations.

### **Authorized Suspensions or Removals of Students with Disabilities**

A. For purposes of this section of the Code of Conduct, the following definitions apply.

- (a) *Behavioral intervention plan* means a plan that is based on the results of the functional behavioral assessment and, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs and intervention strategies that include positive behavioral supports and services to address the behavior.
- (b) *Committee on special education or CSE* means a committee on special education, subcommittee on special education, or other multidisciplinary team established in accordance with Education Law section 4402 or, in the case of a preschool student with a disability, the committee on preschool special education.
- (c) *substance* means a drug or other substance identified under schedule I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. section 812) (United States Code, 2006 edition, volume 13; Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-9328; 2008 - available at the Office of Counsel, New York State Education Department, State Education Building Room 148, 89 Washington Avenue, Albany, NY 12234).
- (d) *Day* shall mean a calendar day, except where a school day or business day is specified.
  - (1) *School day* means any day, including a partial day that students are in attendance at school for instructional purposes. The term *school day* has the same meaning for all students in school, including students with and without disabilities.
  - (2) *Business day* means Monday through Friday, except for Federal and State holidays (unless holidays are specifically included in the designation of business day).
- (e) *Disciplinary change in placement* means a suspension or removal from a student's current educational placement that is either:
  - (1) for more than 10 consecutive school days; or
  - (2) for a period of 10 consecutive days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year; because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals; and because of such additional factors as the length of each suspension or removal, the total amount of time the student has been removed and the proximity of the suspensions or removals to one another. The school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.
- (f) *Expedited due process hearing* means an impartial hearing conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.11 of this Part.
- (g) *Expedited evaluation* means an individual evaluation conducted in an expedited manner under the circumstances and in accordance with the procedures specified in section 201.6 of this Part.
- (h) *Functional behavioral assessment* means a functional behavioral assessment as defined in section 200.1(r) of this Title.
- (i) *Illegal drug* means a controlled substance but does not include a controlled substance legally possessed or used under the supervision of a licensed health-care professional or a substance that is otherwise legally possessed or used under the authority of the Controlled Substances Act or under any other provision of Federal law.
- (j) *Impartial hearing officer* means an impartial hearing officer as defined in section 200.1(x) of this Title who is appointed to conduct an impartial hearing or expedited due process hearing pursuant to Education Law

section 4404(1). Such term shall not include a hearing officer designated by a superintendent of schools to conduct a superintendent's hearing pursuant to Education Law section 3214(3)(c).

- (k) *Interim alternative educational setting or IAES* a temporary educational placement, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. A student who is placed in an IAES shall:
  - (3) continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP; and
  - (4) receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.
- (l) *Removal means:*
  - (3) a removal of a student with a disability for disciplinary reasons from that student's current educational placement, other than a suspension as defined in subdivision (r) of this section; and
  - (4) the change in placement of a student with a disability to an IAES by an impartial hearing officer pursuant to section 201.8 of this Part. Such term shall also include the change of placement of a student with a disability to an IAES pursuant to section 201.7(e) of this Part made in conjunction with a suspension.
- (m) *Serious bodily injury* means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.
- (n) *Student presumed to have a disability for discipline purposes* means a student who the school district is deemed to have knowledge was a student with a disability before the behavior that precipitated disciplinary action under the criteria in section 201.5(b) of this Part.
- (o) *Student with a disability* means a student with a disability as defined in section 200.1(zz) of this Part or a preschool student with a disability as defined in section 200.1(mm) of this Part.
- (p) *Superintendent or superintendent of schools* means a superintendent of schools of a school district, including a community superintendent, or the chief school officer of an approved private school. Such term does not include a district superintendent of schools.
- (q) *Superintendent's hearing* means a disciplinary hearing conducted pursuant to Education Law section 3214(3)(c) and (g) by a superintendent of schools, or a hearing officer designated by a superintendent of schools, to determine whether a student should be suspended from instruction for more than five consecutive school days.
- (r) *Suspension* means suspension pursuant to Education Law section 3214(3)(a) through (d).
- (s) *Weapon* means a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half inches in length.

#### **201.7 General procedures for suspensions and removals of students with disabilities**

- (a) *Parental notice of disciplinary removal.* No later than the date on which a decision is made to change the placement of a student with a disability to an IAES pursuant to subdivision (e) of this section or pursuant to section 201.8 of this Part, or a decision is to impose a suspension or removal pursuant to this Subpart that constitutes a disciplinary change in placement, the parent shall be notified of such decision and shall be provided the procedural safeguards notice in accordance with section 200.5(f) of this Title.
- (b) *Five school day suspension or removal.* Except as otherwise provided in subdivision (d) of this section, the trustees or board of education of any school district, a district superintendent of schools or a building principal with authority to suspend students pursuant to Education Law section 3214(3)(b) and (g), shall have authority to order the placement of a student with a disability into an appropriate interim alternative educational setting, another setting or suspension for a period not to exceed five consecutive school days, and not to exceed the amount of time that a nondisabled student would be subject to suspension for the same behavior.

- (c) *Ten school day suspension or removal.* Except as otherwise provided in subdivision (d) of this section, a superintendent of schools, either directly or upon recommendation of a hearing officer designated to conduct a superintendent's hearing pursuant to Education Law, section 3214(3)(c) and (g), may order the placement of a student with a disability into an interim alternative educational setting, another setting or suspension for up to 10 consecutive school days, inclusive of any period in which the student has been suspended or removed pursuant to subdivision (b) of this section for the same behavior, where the superintendent determines in accordance with the procedures set forth in Education Law section 3214(3)(c) that the student has engaged in behavior that warrants a suspension, provided that the duration of any such suspension or removal shall not exceed the amount of time that a nondisabled student would be subject to suspension for the same behavior. Except as otherwise provided in subdivision (d) of this section, a superintendent of schools may order additional suspensions of not more than 10 consecutive school days in the same school consecutive school days in the same school year for separate incidents of misconduct.
- (d) *Exception for pattern of suspensions or removals.* A student with a disability may not be removed pursuant to subdivision (b) or (c) of this section if imposition of the 5 school day or 10 school day suspension or removal would result in a disciplinary change in placement based on a pattern of suspensions or removals as determined by school personnel in accordance with the criteria set forth in section 201.2(e)(2) of this Part, except where the manifestation team pursuant to section 201.4 of this Part has determined that the behavior was not a manifestation of such student's disability, or the student is placed in an IAES as authorized under subdivision (e) of this section.
- (e) *Change in placement to an IAES for behavior involving serious bodily injury, weapons, illegal drugs or controlled substances.*
- (1) A superintendent of schools, either directly or upon recommendation of a hearing officer designated to conduct a superintendent's hearing pursuant to Education Law, section 3214(3)(c), may order the change in placement of a student with a disability to an appropriate IAES, to be determined by the CSE, for up to 45 school days, but not to exceed the period of suspension ordered by the superintendent in accordance with Education Law, section 3214(3), where the student:
- (i) has inflicted serious bodily injury, as defined in section 201.2(m) of this Part, upon another person while at school, on school premises or at a school function under the jurisdiction of the educational agency;
- (ii) carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the educational agency; or
- (iii) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises or at a school function under the jurisdiction of the educational agency.
- (2) The period of suspension or removal ordered by the superintendent may not exceed the amount of time that a nondisabled student would be suspended for the same behavior.
- (f) School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement consistent with the other requirements of this Part is appropriate for a student with a disability who violates a school district's code of conduct.

### **Referral to law enforcement and judicial authorities**

In accordance with the provisions of IDEA and its implementing regulations:

1. the District may report a crime committed by a child with a disability to appropriate authorities, and such action will not constitute a change of the student's placement;

2. the Superintendent shall ensure that copies of the special education and disciplinary records of a student with disabilities are transmitted for consideration to the appropriate authorities to whom a crime is reported, to the extent permitted by the Family Educational Rights and Privacy Act.

## **XII. CORPORAL PUNISHMENT/EMERGENCY INTERVENTIONS**

Corporal punishment as a means of discipline shall not be used against a student by any teacher, administrator, officer, employee or agent of CVES.

The District Superintendent shall submit a written semi-annual report to the Commissioner of Education, by January 15 and July 15 of each year, setting forth the substance of each written complaint about the use of corporal punishment received by school authorities during the reporting period, the results of each investigation, and the action, if any, taken by the school authorities in each case.

Whenever a school employee utilizes a physical intervention when dealing with a student, the school employee shall make an immediate verbal report of the situation to the School Administrator/designee with the written report to follow within 24 hours. The School Administrator/designee shall, within the same school day, report to the Division Director/designee describing in detail the circumstances and the nature of the action taken.

### **Emergency Interventions**

CVES holds the belief that the classroom teacher is the key person responsible for the maintenance of acceptable discipline among students. A well-planned educational environment that keeps students occupied with work that is meaningful, interesting and challenging is the best means of preventing disruptive behavior by students. The Board recognizes, however, that under certain circumstances, a classroom teacher, teacher aide, student support service personnel, supervisor or administrator may find it necessary to resort to reasonable and prudent physical restraint in maintaining order in or on school premises.

Emergency interventions shall only be used in situations where alternative procedures and methods not involving the use of reasonable physical force cannot reasonably be employed. In keeping with the principles established by TCI, emergency interventions shall not be used as a punishment or as a substitute for systematic behavioral interventions that are designed to change, replace, modify or eliminate a targeted behavior. However, if alternative procedures and methods which would not involve physical force do not work, then the use of reasonable physical force is not prohibited for the following reasons:

1. to protect oneself from physical injury;
2. to protect another student or teacher or any other person from physical injury; or
3. to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school district functions, powers or duties, if that student has refused to comply with a request to refrain from further disruptive acts; provided that alternative procedures and methods not involving the use of physical force cannot reasonably be employed to achieve the purposes set forth above.

The district will maintain documentation on the use of emergency interventions for each student including:

1. name and date of birth of student;
2. setting, location, date and time of the incident;
3. name of staff or other persons involved;
4. description of the incident and emergency intervention used, including duration;
5. a statement as to whether the student has a current behavioral intervention plan; and

6. details of any injuries sustained by the student or others, including staff, as a result of the incident.

The parent/person in parental relation of the student shall be notified on the day of the incident and documentation of emergency interventions shall be reviewed by CVES supervisory personnel and, as necessary, by the school nurse or other medical personnel.

### **XIII. STUDENT SEARCHES AND INTERROGATIONS**

CVES is committed to providing an atmosphere for a positive, safe and orderly school environment.

Students are protected from unreasonable searches and seizures. A student may be searched and contraband seized on school grounds or in a school building by a school employee only when the employee has reasonable suspicion to believe the student is engaging in proscribed activity that is in violation of CVES rules.

#### **Lockers**

Lockers are provided for student use and the administration has the right to search lockers. A student may have exclusive use of a locker as far as other students are concerned but the student does not have such exclusivity over the locker as against CVES authorities. Students do not have any reasonable expectation of privacy preventing school officials from opening the locker. Officials who wish to search a closed item (e.g. backpack, purse, etc.) within the locker must have reasonable suspicion to search that item.

#### **Questioning of Students by School Officials**

School officials or designees have the right to question students regarding any violations of school rules or illegal activity. In general, administration may conduct investigations concerning reports of misconduct which may include, but are not limited to, questioning students, staff, parents/person(s) in parental relation, or other individuals as may be appropriate and, when necessary, determining disciplinary action in accordance with applicable due process rights.

Should the questioning of students by school officials focus on the actions of one particular student, the student will be questioned, if possible, in private by the appropriate school administrator. The student's parent/guardian may be contacted.

The questioning of students by school officials does not preclude subsequent questioning/interrogations by police authorities as otherwise permitted by law. Similarly, the questioning of students by school officials does not negate the right/responsibility of school officials to contact appropriate law enforcement agencies, as may be necessary, with regard to such statements given by students to school officials.

School officials acting alone and on their own authority, without the involvement of or on behalf of law enforcement officials (at least until after the questioning of students by school authorities has been conducted) are not required to give the so-called "Miranda warnings" (i.e., advising a person, prior to any custodial interrogations as defined in law, of the right to remain silent, that any statement made by the individual may be used as evidence against him/her, and that the individual has the right to the presence of an attorney, either retained or appointed) prior to the questioning of students.

If deemed appropriate or necessary, the District Superintendent/designee may also review the circumstances with CVES legal counsel so as to address concerns and the course of action, if any, which may pertain to or result from the questioning of students by school officials.

### **Law Enforcement Officials**

It shall be the policy of the Board that a cooperative effort shall be maintained between CVES administration and law enforcement agencies. Law enforcement officials may be summoned in order to conduct an investigation of alleged criminal conduct on school premises or during a school-sponsored activity, or to maintain the educational environment. They may also be summoned for the purpose of maintaining or restoring order when the presence of such officers is necessary to prevent injury to persons or property.

Administrators have the responsibility and the authority to determine when the assistance of law enforcement officers is necessary within their respective jurisdictions. CVES' administrators shall at all times act in a manner that protects the rights of students and parents.

### **Interrogation of Students by Law Enforcement Officials**

If police are involved in the questioning of students on school premises, whether or not at the request of school authorities, it will be in accordance with applicable law and due process rights afforded students. Generally, police authorities may only interview students on school premises without the permission of the parent/guardian in situations where a warrant has been issued for the student's arrest (or removal) or the questioning of students concerns a crime committed on school property. In all other situations, unless an immediate health or safety risk exists, if the police wish to speak to a student without a warrant, they should directly contact the student's parent/person(s) in parental relation.

If possible, questioning of a student by police should take place in private and in the presence of the School Administrator/designee.

### **Child Protective Services' Investigations**

From time to time, Child Protective Services (CPS) may desire to conduct interviews with students on school property. Such interviews generally pertain to allegations of suspected child abuse and/or neglect. CPS will have access to students at school only when there is a court order, parental consent has been obtained or where there is a documented reasonable basis to show that abuse and imminent danger exist.

## **XIV. VISITORS TO THE SCHOOLS**

The Board recognizes the rights of parents or person(s) in parental relation to visit CVES schools and classrooms to observe the work of students, teachers and other staff. Since schools are places of work and learning, however, certain limits must be set for such visits. The School Administrator or designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. anyone who is not a regular staff member or student of the school will be considered a visitor;
2. all visitors to the school must report to the security desk or main office upon arrival at the school; visitors will be required to sign the visitor's register and will follow the prescribed building procedures;
3. visitors attending CVES functions that are open to the public after school hours are not required to register;

4. parents or persons in parental relation who wish to observe a classroom while school is in session are required to arrange such visits in advance and with permission of the building administrator in collaboration with the classroom teacher(s);
5. visitors are encouraged to make appointments with teachers or student support personnel to discuss individual matters rather than taking class or related service time;
6. any unauthorized person on CVES property will be reported to the School Administrator or designee. Unauthorized persons will be asked to leave. The police may be called if the unauthorized person does not respond to requests or directions from school personnel;
7. all visitors are required to abide by the CVES Code of Conduct.

## **XV. PUBLIC CONDUCT ON CVES PROPERTY**

To create and maintain a safe, orderly and respectful climate, it is necessary to regulate public conduct on CVES property and at CVES functions. For purposes of this section of the Code, "public" shall mean all individuals when on CVES property or attending a CVES function including students, teachers, parents, volunteers, vendors, contractors, CVES staff, component district personnel, and other visitors.

The restrictions on public conduct on CVES property and at CVES functions contained in this Code are not intended to limit freedom of speech or peaceful assembly. CVES recognizes that free inquiry and free expression are indispensable to the objectives of CVES. The purpose of this Code is to maintain public order and prevent abuse of the rights of others.

All individuals on CVES property or attending a CVES function shall conduct themselves in a safe, orderly, and respectful manner. In addition, all persons on CVES property or attending a CVES function are expected to be dressed in accordance with this Code.

### **Prohibited Conduct**

No individual, either alone or with others, shall:

1. intentionally injure any person or threaten to do so;
2. intentionally damage, destroy or remove without authorization CVES property or the personal property of a student, teacher, administrator, other CVES employee or any person lawfully on CVES property;
3. disrupt the orderly conduct of classes, CVES programs, services, other CVES activities, or other CVES work sites/internships;
4. distribute or wear materials on CVES grounds or at CVES functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the CVES program or CVES workplace;
5. intimidate, harass or discriminate against any person on the basis of race, gender, ethnicity, religion, age, political affiliation, sexual orientation, national origin, or disability, or acts of harassment and bullying as defined by this code of conduct or the Dignity for All Students Act.
6. enter any portion of CVES property without authorization or remain in any building or facility after regular hours;
7. obstruct the free movement of any person in any place to which this Code applies;
8. violate the traffic laws, parking regulations or other restrictions on vehicles;
9. possess, consume, sell, attempt to sell, purchase, attempt to purchase, distribute or exchange alcoholic beverages, tobacco, tobacco products, electronic cigarettes, vaping devices, components, and/or liquids, illegal substances, prescription and over-the counter drugs, "look-alike drugs," and

- other substances (e.g., dietary supplements, weight loss pills) or be under the influence on CVES property or at a CVES function;
10. possessing, selling, attempting to sell, purchasing, attempting to purchase, distributing or exchanging drug paraphernalia;
  11. possess, use or produce weapons in or on CVES property or at a CVES function, except in the case of law enforcement officers or as specifically authorized by CVES;
  12. loiter on CVES property;
  13. refuse to comply with any reasonable order from identifiable CVES officials performing their duties;
  14. willfully incite others to commit any of the acts prohibited by this Code;
  15. violate any federal or State statute, local ordinance or Board policy while on CVES property or while at a CVES function.
  16. Create or enable a hostile learning/work environment.

## Penalties

Persons who violate this shall be subject to the following penalties:

1. Visitors: Authorization, if any, to remain on school/CVES grounds or at the school/CVES function may be withdrawn and be directed to leave the premises. If they refuse to leave, they are subject to removal.  
They shall be subject to disciplinary action as the facts may warrant, in accordance with this Code of Conduct, applicable law and due process requirements;
2. Students: Shall be subject to disciplinary action as the facts may warrant, in accordance with this Code of Conduct, applicable law and due process requirements;
3. Teachers and other CVES staff: Shall be subject to disciplinary action as the facts may warrant, in accordance with this Code of Conduct, applicable law and collective bargaining units and due process requirements.

## Enforcement

The School Administrator/designee of an instructional site in any CVES facility shall be responsible for enforcing the conduct required by this Code.

When a CVES employee sees an individual engaged in prohibited conduct, which in his or her judgment does not pose any immediate threat of injury to persons or property, the CVES employee shall tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The CVES employee shall also warn the individual of the consequences for failing to stop. If the person still refuses to stop engaging in the prohibited conduct, the School Administrator/designee may have the individual removed immediately from CVES property or the CVES function. If necessary, local law enforcement authorities may be contacted to assist in removing the person.

If the person's conduct poses an immediate threat of injury to persons or property, the School Administrator/designee may have the individual removed immediately from CVES property or the CVES function. If necessary, local law enforcement authorities may be contacted to assist in removing the person.

CVES may initiate disciplinary action against any student or staff member, as appropriate. In addition, CVES reserves its right to pursue civil or criminal legal action, if applicable, against any person violating the CVES Code of Conduct.

## **XVI. DISSEMINATION AND REVIEW**

### **Dissemination of Code of Conduct**

The Board will work to ensure that the community is aware of this Code of Conduct by:

1. providing a public hearing prior to the Board approval of the Code of Conduct;
2. providing copies of the Code of Conduct to all students at the beginning of each school year;
3. providing the Code of Conduct to all parents of CVES students at the beginning of the school year and making it available upon request;
4. providing all CVES employees with a copy of the Code of Conduct and a copy of any amendments to the Code of Conduct as soon as practicable after adoption;
5. providing all new employees with a copy of the Code of Conduct when they are hired;
6. making the Code of Conduct available for review on the CVES website and by other means to students, parents and other community members;
7. providing the Code of Conduct to all component school districts.

The Board will sponsor an in-service education program for all CVES employees to ensure the effective implementation of the Code of Conduct. The District Superintendent may solicit the recommendation of CVES employees, particularly teachers and administrators, regarding in-service programs pertaining to the management and discipline of students.

The Board will review this Code of Conduct every year and update it as necessary. In conducting the review, the Board will consider how effective the Code of Conduct's provisions have been and whether the Code of Conduct has been applied fairly and consistently.

Before approving any revisions to the Code of Conduct, the Board will hold at least one public hearing at which CVES employees, parents, students and any other interested party may participate.

The administration shall develop guidelines in regard to:

- school training programs to discourage discrimination and harassment and that are designed to raise the awareness of sensitivity of school employees to potential discrimination and harassment in order to prevent and respond to discrimination and harassment;
- nondiscriminatory instructional and counseling methods; and
- requiring at least one staff member at every school to be thoroughly trained to handle human relations in the areas covered by DASA.

The Code of Conduct and any amendments to it will be filed with the Commissioner no later than 30 days after adoption.

Adopted July 12, 2023



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**ASSISTANT SUPERINTENDENT FOR  
EDUCATIONAL SERVICES**



**Amy Campbell**  
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518-561-0100

### **CVES MISSION**

Champlain Valley Educational Services is committed to being a valued and trusted partner by supporting students, schools, and communities to excel through high-quality education, training, and shared services.

## **MEMORANDUM**

**TO:** Dr. Mark Davey

**FR:** Amy Campbell AC

**DA:** June 3, 2024

**RE:** June 2024 Board Report

As we approach the end of the school year, the School Support Services Division carries forward the same positive momentum and determination that has defined our journey. Our achievements throughout the year are a testament to our unwavering dedication. As we prepare to conclude this academic year, our enthusiasm remains strong, and we eagerly anticipate the growth and enhancements that lie ahead. Buoyed by the successes we've already accomplished, we look forward to finishing the year on a high note, celebrating our collective efforts, and setting the stage for future achievements.

### **WORKSHOPS FOR SCHOOL IMPROVEMENT**

During the month of May the Conference Center was pleased to host two well attended and valuable workshops, Restorative Practices, and a repeat through Model Schools of our Canva Part 1 training. Both workshops were led by our facilitators, Melissa Dudyak and Danielle Janisewski, with our Model School Facilitator, Rebecca Banker joining them for the Canva experience. The feedback from both sessions was overwhelmingly positive with multiple requests to offer these events again in the future for colleagues who were unable to attend.

### **SCHOOL LIBRARY SYSTEMS, MODEL SCHOOLS, AND ARTS IN EDUCATION**



In May, the *School Library System* shared the database request forms with districts, and new requests have already been received. May 1-3 was the annual NYLA Section of School Librarians conference, held this year in Lake Placid. The conference allows school librarians to network with librarians from around the state and offers over fifty professional development sessions for librarians to choose from. The school library system sent five of our area librarians to the conference.

The *Model Schools* lending library continues to be popular. This month, the ClassVR kits were borrowed by Crown Point Central School; our GoPros were attached to robots and used to view the robot's movements and location at Boquet Valley; and Northern Adirondack borrowed our Ozobots.



*Arts in Education* had a busy month! This month, districts hosted Flamenco Dancers, Steered Straight, Repco Wildlife, children's author Brian Yanish, and the Adirondack Center for Writing, and many area students attended the NYSSMA Solo and Small Ensemble Festival.

## **INSTRUCTIONAL SERVICES UPDATES**

### **Grants Management**

In May, Education Grant Specialist Amanda Buskey, began collaborating with Northern Adirondack CSD to prepare an application for the 2024 COPS School Violence Prevention Program. The STOP School Violence ACT of 2018 gave the COPS office authority to provide awards to improve security at schools and on school grounds through evidence-based school safety programs and technology. Each grant award is three years in duration with a maximum federal share of \$500,000 per award. On May 15, 2024, the Office of ESSA-Funded Programs released the 2024-2025 Consolidated Application for ESSA-Funded Programs. The first step in securing these funds for next year is to begin communication with our non-public/private schools in our participating districts.

## **INSTRUCTIONAL TECHNOLOGY**

This month the IT team has been focusing on summer project planning. Chromebooks, VOIP Phone systems, interactive displays, camera systems, radios, wireless access points, and new servers are all in the process of being quoted, ordered, and delivered for CVES or its component districts.

Additionally, several projects are heating up. We are working closely with the Rise Center for Success to ensure that the extended school year will be successful when the staff and students are relocated to Momot Elementary and Moriah CSD while construction is completed across the CVES campuses. The new digital PA system is getting tantalizingly close to completion at our Plattsburgh campuses and thorough testing should begin shortly.

During the month of April, the following was completed and inadvertently left off the May Board Report. The regional Tech Council met at CVES last month to discuss the trends and challenges our IT teams are facing in the area's school districts. AI was a hot topic of discussion, as was our presenter's cloud focused printing and faxing service options.

Over April break our team worked on various projects that we had been waiting for the lull in order to complete. At Schroon Lake we finished migrating the VLANs that their devices use to communicate which should provide a more stable and secure network for the district. At CVES we installed some new switches that will provide data and power to the digital public address system that is being installed. And at Chazy we began the VLAN migration process that, once completed, will provide the same security and stability improvements that we were able to achieve in Schroon Lake.

With one school break worth of projects completed, we will now be turning our attention to a growing list of projects that the IT team will be working on this summer. With any luck our new Network and Systems Coordinator will be able to help us to successfully accomplish all of these new goals and any unanticipated challenges that we will face.

### **INTERSCHOLASTIC SPORTS**

The Interscholastic Athletics Co-Ser is putting the finishing touches on a great spring season. We have hosted all of our championships in a 2 week stretch beginning on Monday, May 20<sup>th</sup> and ending on Saturday, June 1<sup>st</sup>. A big thank you goes out to all of our event staff, school administrators, and community partners for helping us showcase our student-athletes and coaches. Here's a list of all the places where our championships were held:

- a. Flag Football – AuSable Valley MHS
- b. Baseball – SUNY Plattsburgh and Plattsburgh HS
- c. Softball – SUNY Plattsburgh
- d. Tennis – Beekmantown HS and SUNY Plattsburgh
- e. Track – Lake Placid HS and Saranac Lake HS
- f. Golf – North Country Golf Club

Our Section VII student athletes will be traveling to State Championships in Track and Field in Syracuse, Boys Golf in Elmira, Girls Golf in Schenectady, and Boys Tennis in Queens.

### **23<sup>RD</sup> ANNUAL REGIONAL SPELLING BEE**



Congratulations to our Regional Champion — Beekmantown 7th-grader Leah Rini — reached the semifinal round of the Scripps National Spelling Bee! Leah finished her successful run tied for 21st out of 245 competitors.



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 CV-TEC Learning Hub - 1443 Military Turnpike, Plattsburgh, NY 12901  
 CV-TEC Mineville Campus - P.O. Box B, Mineville, NY 12956  
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## CV-TEC DIVISION

**Michele M. Friedman**  
 Director of Career & Technical Education

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**TO:** Dr. Mark C Davey  
**FROM:** Michele M. Friedman  
**DATE:** June 3, 2024  
**RE:** June 2024 Board Report

### CV-TEC TO HOST SEVERAL GRADUATION CEREMONIES FOR 2024 GRADUATES

CV-TEC is proud to announce the hosting of our graduation ceremonies to honor the graduating class of 2024. The CV-TEC Mineville graduates will be celebrated on Tuesday, June 18<sup>th</sup> at 7 p.m. at the Moriah Central School Auditorium. The CV-TEC Plattsburgh & Learning Hub graduates will be celebrated on Thursday, June 18<sup>th</sup> at 7 p.m. at the SUNY Plattsburgh Field House. The CV-TEC OWS High School Equivalency graduates will be celebrated on Thursday, July 25<sup>th</sup> at 6 p.m. at the CVES Conference Center. All events will be live-streamed and available on our YouTube channel for viewing.

### CV-TEC EXCELS AT NYS SKILLSUSA COMPETITIONS

Fifty-five (55) CV-TEC students competed at the Annual NYS SkillsUSA Championships held on April 24-26, 2024 in Syracuse, NY. Five (5) students were awarded medals. One CV-TEC student will be representing New York State at the SkillsUSA National Conference in Atlanta, Georgia, from June 24th through the 29th. The NYS conference was attended by over 3500 participants from all parts of New York State and was truly impressive; with ALL students doing their very best and showcasing their talents.



Team CV-TEC would like to thank the CVES Board and the CVES Administration for their continued support of SkillsUSA. We would also like to thank our amazing and talented CV-TEC teachers and staff for doing such a wonderful job preparing our students for their competitions. Special appreciation is also extended to the SkillsUSA Advisor Team which consisted of Lead Advisor Nicole Santaniello, Kevin Shaw, Kylee Gonyea, Fay Cheney, Joanne Mazzotte, Tyler Puchrik, Richard Beaudry, Zach Buzzell, Anika Craig, Mark Brown, Donna Wyant, Todd Menia, and Maria Spadafora. Their dedication to our students and organization was very much appreciated and made the trip an outstanding success!

SkillsUSA is a student leadership organization for students training in trade, industrial, and health occupations with over **300,000 members nationwide**. Our CV-TEC students participated in career and technical education competitions focusing on their CTE training area and in leadership competitions including Banner and Extemporaneous Speaking! In addition, one CV-TEC student represented our center as a member of the New York State Security Corps.

**SkillsUSA State Competitions 2024 Results**

MEDAL	Name	Home School	Program	Competition
GOLD	Madison Klotzko	Keene	New Vision Medical Careers	Medical Terminology
SILVER	Kloiee Frenyea	Peru	Education & Human Services	Early Childhood Education
BRONZE	Gabrielle Bruan	Chazy	Animal Science: Large Animal Production	Animal Science
BRONZE	Maria Cutting	Moriah	Cosmetology	Action Skills
BRONZE	Christopher Trombley	NAC	Diesel Technology	Diesel Technology



## SkillsUSA State Competitors 2024

### Representing CV-TEC Mineville:

First Name	Last Name	Program	Competition	Home School
Maria	Cutting	Cosmetology	Action Skills Basic	Moriah
Joseph	Tompkins	Auto Tech	Auto Vehicle Maintenance Basic	Crown Point
Michael	Botterbush	Auto Tech	Automotive Maintenance & Light Repair	Boquet
Cole	Simmer	Auto Tech	Automotive Service Technology	Schroon Lake
Jazlyn	Disbrow	Allied Health	Basic Health Care Skills	Ticonderoga
Mason	Tuthill	Construction	Cabinetmaking	Ticonderoga
Sean	Rose	Construction	Carpentry	Peru
Joey	Moore	Cosmetology	Cosmetology Junior	Ticonderoga
Morgan	Keller	Cosmetology	Cosmetology Senior	Schroon Lake
Hunter	Bessey	Security & Law Enf.	Crime Scene Investigation	Schroon Lake
Isabella	Giovazzino	Security & Law Enf.	Crime Scene Investigation	Moriah
Alonna	Madill	Security & Law Enf.	Crime Scene Investigation	Moriah
Ian	Lamoy	Construction	Electrical Construction Wiring	Peru
Samara	Rabideau	Allied Health	First Aid	Ticonderoga
Avery	Blanchard	NV Medical	Health Knowledge Bowl	Ticonderoga
Sofie	Fiegl	NV Medical	Health Knowledge Bowl	Boquet
Gabrielle	Mazzotte	NV Medical	Health Knowledge Bowl	Crown Point
Rylee	Rafferty	NV Medical	Health Knowledge Bowl	Crown Point
Mackenzie	Gonyo	Cosmetology	Job Interview	Moriah
Cheyenne	Cosgrove	Allied Health	Job Skill Demonstration A	Moriah
Jaylynn	Strack	Cosmetology	Job Skill Demonstration Open	Schroon Lake
Jessie	Stormer	Construction	Masonry	Ticonderoga
Sarah	Pound	Allied Health	Medical Math	Ticonderoga
Madison	Klotzko	NV Medical	Medical Terminology	Keene
Emily	Best	Allied Health	Nurse Assisting	Ticonderoga
Isabel	Collette	Auto Tech	Welding Sculpture	Crown Point

**Representing CV-TEC Plattsburgh & Learning Hub:**

<b>First Name</b>	<b>Last Name</b>	<b>Program</b>	<b>Competition</b>	<b>Home School</b>
Charity	McKee	Education & Human Services	Action Skills Basic	Peru
Gabrielle	Braun	Animal Science: Large Animal Production	Animal Careers	Chazy
Logan	Young	Auto Collision	Automotive Refinishing Technology	AVCS
Jack	Dermody	Culinary Arts Management	Baking & Pastry Arts	Peru
Madison	Provost	Construction	Cabinetmaking	Peru
Gabriel	Squallia	Auto Collision	Collision Repair Technology	NAC
Zanna	St. Hilaire	Cosmetology	Cosmetology Jr.	NAC
Madelyn	Maggy	Security & Law Enforcement	Criminal Justice	PHS
Lucas	Drinkwine	Culinary Arts Management	Culinary Arts	Willsboro
Isaac	Hernandez	Digital Production & Multimedia Communications	Customer Service	Keene
Christopher	Trombley	Deisel Technology	Deisel Technology	NAC
Kloiee	Frenyea	Education & Human Services	Early Childhood Education	Peru
Elias	Arts	Culinary Arts Management	Food Prep Basic	PHS
Scotlyn	LaClair	Allied Health	First Aid	NAC
Azalea	Fountain	Education & Human Services	Job Interview	NCCS
Marissa	Guerard	Education & Human Services	Job Skill Demonstration A	PHS
Marah	Ryan	Education & Human Services	Job Skill Demonstration Open	NCCS
Makayla	Cosgrove	Allied Health	Nurse Assisting	NCCS
Belladonna	Bushey	Business Management	Prepared Speech	Peru
Jaiden	Champagne	Digital Production & Multimedia Communications	Promotional Bulletin Board	NCCS
Emily	Poupore	Digital Production & Multimedia Communications	Promotional Bulletin Board	NCCS
Declan	Tippens	Digital Production & Multimedia Communications	Promotional Bulletin Board	NCCS
Navaeh	Andrews	Culinary Arts Management	Restaurant Service	PHS
Lacey	Nolette	Welding	Welding Fabrication	Willsboro
Landon	Sears	Welding	Welding Fabrication	Peru
Cecilia	Didyoung	Welding	Welding Fabrication	Moriah
Cadence	Castine	Welding	Welding	NCCS
Landan	Frenyea	Welding	Welding Sculpture	Chazy
Joseph	Johnson	Security & Law Enforcement	Security Corp	Saranac

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**CV-TEC EXCELS AT NYS CONSERVATION COMPETITIONS:**



Our amazing and talented CV-TEC Mineville Campus Natural Resources Management and CV-TEC Plattsburgh Campus Environmental Conservation & Forestry students excelled at the recent NYS Conservation Competitions! Congratulations to all of our students, faculty and staff members on an outstanding job!



**CV-TEC Plattsburgh**

**Bulldozer Backfill:** Keagan Lasalle, 3rd place (NCCS)

**Tree Climbing:** Kyle Cooper, 1st place (NCCS)

**Chainsaw Cut:** Brock Boissey, 1st place (Saranac)

**Log Scaling:** Brock Boissey, 3rd place (Saranac)

**CV-TEC Mineville**

**Backhoe Operation:** Josh Drake, 3rd place (Moriah)

**Log Skidder Operation:** Tyler Fleenor, 2nd place (Ticonderoga)

**Chainsaw Cut:** Phoenix Sanders, 2nd place (Moriah)

**Tree Felling:** Gavin McKiernan (Moriah), 1st place.

*Gavin was also awarded a new Stihl 362 chainsaw for this event; a \$1,000 value.*

**Differential Leveling:** Emily Pinheiro (Moriah), Colby Hickok (Moriah), 1st place

**Jack & Jill Peavey Log Roll:** Emily Pinheiro (Moriah), Jeremy Riemersma (Moriah), 2nd place

**Jack & Jill Crosscut Saw:** Emily Pinheiro (Moriah), Colby Hickok (Moriah), 3rd place

**Team Pulp Throw:** Phoenix Sanders, Jeremy Riemersma (Moriah), Tyler Fleenor (Ticonderoga), Gavin McKiernan (Moriah), 3rd place.





## National Technical Honor Society (NTHS) Inducts Fifty-Nine New Members

Congratulations to the newly inducted members of the National Technical Honor Society (NTHS)! CV-TEC is proud to share that fifty-nine (59) students have been inducted into the NTHS Class of 2024. The Mineville Chapter of the National Technical Honor Society held its annual induction ceremony on May 15, 2024, at Moriah Central School. The Plattsburgh Campuses Chapter of the National Technical Honor Society held its annual induction ceremony on May 22, 2024, at the CVES Conference Center.

Our 59 newest members of NTHS were held to stringent standards to become a member of this prestigious society. We are very proud of the significant effort they put in to be eligible for membership. NTHS celebrates the accomplishments of today's career and technical education students, empowering them to know the value and impact of their career paths and trades. NTHS requires students to maintain an exemplary grade point average and to have excellent attendance and engagement. In addition, nominees must embody the attributes and character of an NTHS member. Our Career and Technical Education Teachers may nominate only 10% of their students who meet the criteria. It is a challenging process and one that students strive for from their first day at CV-TEC.

Our Induction Ceremonies were truly a celebration of our newest members with more than 250 guests in attendance to honor their achievements. Congratulations to our National Technical Honor Society Class of 2024.



Name	Program	District
Sarah Pound	Allied Health	Ticonderoga
Summer Lahendro	Allied Health	Ticonderoga
Hannah Porter	Allied Health	Ticonderoga
Lily-Sara Parent	Allied Health	Saranac
Tristen Benway	Allied Health	Willsboro
Hannah Trombley	Allied Health	NCCS
Sylvia Strong	Allied Health	Beekmantown
Hannah Gregory	Allied Health	NCCS
Paige Bola	Animal Science: Large Animal Production	Saranac
Gabrielle Braun	Animal Science: Large Animal Production	Chazy
Payton McIntyre	Automotive Collision Repair Technology	Chazy
Ethan Crowningshield	Automotive Collision Repair Technology	AuSable Valley
Cole Simmer	Automotive Technology	BVCS
Chase Macri	Automotive Technology	Crown Point
Isabel Collette	Automotive Technology	Crown Point
Avery Keeler-Manion	Automotive Technology	Plattsburgh
Landon LaFountain	Automotive Technology	Beekmantown
Keegan Blake	Automotive Technology	Beekmantown
Teegan Laforest	Business Management & Entrepreneurship	NCCS
Belladonna Bushey	Business Management & Entrepreneurship	Peru
Loryn Boucher	Construction Trades	Moriah
Riley Anson	Construction Trades	Post Secondary
Cayden Muller	Construction Trades	Moriah
Hunter Whalen	Construction Trades	Willsboro
Jordan Juneau	Construction Trades	Chazy
Mackenzie Gonyo	Cosmetology	Moriah
Morgan Keller	Cosmetology	Schroon
Jayna Kinsman	Cosmetology	AuSable
Leigh (Cassandra) Serano	Cosmetology	Peru
Savannah Baker	Culinary Arts	Saranac
Alona Robidoux	Culinary Arts	Plattsburgh
Aurrie Webber	Culinary Arts	Plattsburgh
Delenn (Ezra) Cox	Digital Production & Multimedia Communications	Beekmantown
Timothy Quaid	Digital Production & Multimedia Communications	Post Secondary
Marissa Guerard	Education & Human Services	Plattsburgh
Kaylee Patrie	Education & Human Services	Beekmantown
Lucas Pierce	Electrical Design, Installation & Alternative Energy	Saranac
Matthew Rugar	Electrical Design, Installation & Alternative Energy	Saranac
Vincent Duso	Environmental Conservation & Forestry	Willsboro
Chance Mayo	Environmental Conservation & Forestry	Chazy
Brandon Arthur	Natural Resources Management	Moriah
River Carson-Peters	Natural Resources Management	Ticonderoga
Gavin McKeirnan	Natural Resources Management	Moriah
Jarrett Russell	Natural Resources Management	Crown Point
Ryan Russell	Natural Resources Management	Crown Point
Ethan Sawyer	Natural Resources Management	Keene
Tyler Beeman	New Visions Applied Engineering	Crown Point
Evan Fleury	New Visions Applied Engineering	Moriah
Sofia Fiegl	New Visions Medical Careers	BVCS

<b>Madison Klotzko</b>	<b>New Visions Medical Careers</b>	<b>Keene</b>
<b>Pia Morrelli</b>	<b>New Visions Medical Careers</b>	<b>Keene</b>
<b>Madelyn Maggy</b>	<b>Practical Nursing (LPN)</b>	<b>Plattsburgh</b>
<b>Rebecca Moreno</b>	<b>Practical Nursing (LPN)</b>	<b>Post Secondary</b>
<b>Logan O'Connor</b>	<b>Practical Nursing (LPN)</b>	<b>Post Secondary</b>
<b>Alonna Madill</b>	<b>Security &amp; Law Enforcement</b>	<b>Moriah</b>
<b>Isabella Giovazzino</b>	<b>Security &amp; Law Enforcement</b>	<b>Moriah</b>
<b>Joseph Johnson</b>	<b>Security and Law Enforcement</b>	<b>Saranac</b>
<b>Lea Boire</b>	<b>Security and Law Enforcement</b>	<b>Beekmantown</b>



## **CV-TEC DIVISION HIGHLIGHTS 2023-2024:**

### **CV-TEC Enrollment for the 2023-2024 School Year:**

Enrollment numbers from all component districts are exceeding our projections for this school year and are looking to be the highest enrollment participation in our CV-TEC Division's history. **Our official December 1, 2023 enrollment cited 815 high school students and 30 post-secondary students across all three campuses, for a total of 845 students.**

### **CVES Plan for Programmatic & Facilities Expansion:**

The demand for our CVES programs and services is surpassing the capabilities of our current facilities. Over the past three years, we have diligently collaborated with our component districts to secure additional educational space. However, given the constraints and the pressing need for expansion, CVES is exploring alternative options to address the growing and evolving requirements of our programming and services, students, staff, component districts, families, and the community.

To meet these demands, CVES is taking proactive steps by considering an alternative approach of a facility expansion of a lease option to construct a new CTE Center in Plattsburgh. Our objective is to design a purpose-built facility that relocates CV-TEC from our CVES Plattsburgh Campus to this new building. Although the exact location is yet to be determined, we are currently exploring land on the former Clinton County airport, situated to the West of our CVES Learning Hub Campus.

In alignment with this initiative, CVES aims to expand the Rise Center for Success programming at the CVES Plattsburgh Campus. Recognizing the current imbalance between student needs in our component districts and our existing classroom capacity, we aspire to have the expanded programming operational at both the CVES Plattsburgh Campus and the new facility by September 2026.

Furthermore, CVES is in the initial planning stages of enhancing programming opportunities at our Mineville campus. For the 2024-2025 academic year, CVES is focusing on revitalizing an existing high bay classroom to create a new CV-TEC welding classroom. Simultaneously, we are embarking on long-term planning for facility expansion at the Mineville campus, exploring potential options such as an addition of several classrooms to support programmatic expansion.

The Programmatic and Facility Expansion Plan received unanimous support from our CVES Board during the February Board Meeting on February 14. The unwavering support of our Board Members and Superintendents from component districts underscores the significance and viability of this expansion. To view the CVES Programmatic & Facilities Expansion PPT presentation shared at our CVES Board Meeting, please click on the link provided:

**[CVES Programmatic and Facilities Expansion Presentation](#)**

## Carl D. Perkins V Grant & Academic Services

### Perkins:

The Perkins Grant initiative funds Career and Technical Education (CTE) initiatives at CV-TEC. The amount for the 2023-2024 school year is **\$214,497** and the allocation for the 2024-2025 school year is **\$119,636**. The allocation for the 2023-2024 school year was reflective of NYSED redistributing unused Perkins funds. The allocation for the 2024-2025 school is reflective of years past.

Based on the information gathered from the Comprehensive Local Needs Assessment (CLNA) conducted during the 2023-2024 school year, we will continue to partner with the Southern Regional Education Board (SREB) to provide the Teach to Lead (T2L) training and personalized instructional coaching into the 2024-2025 school year. All CTE Teachers / Mentors are benefiting from SREB's Instructional Coaching which includes Teach2Lead, Next Generational Instructional Coaching, Leadership Coaching, and Powerful Instructional Practices (PIP).

In addition to the SREB services, CV-TEC will continue and increase the number of Work Based Learning (WBL) facilitators to assist the WBL Coordinator with the numerous activities that are offered throughout the school year such as: internships, employability seminars, career fairs, etc.

### NYSED CTE Program Re-Approval Process:

During the 2023-2024 school year, the following CTE programs are scheduled for the NYSED Re-Approval process: Animal Science: Large Animal Production, Cosmetology, Environmental Conservation and Forestry, and Heavy Equipment / Diesel Repair.

Components of this approval process include: self-study, curriculum review, post-secondary partnerships (articulation agreements), work-based learning opportunities, national technical assessments, and an external review. CTE programs completing this rigorous approval process provide high school students with integrated academic credit meeting graduation requirements, work-based learning opportunities, post-secondary articulated and/or dual-enrollment credit, and the opportunity to earn the CTE Endorsement Seal on their diploma. CV-TEC partners with business, industry, post-secondary and secondary school districts for continuous improvement for the CTE programs.

During the 2024-2025 school year, the following CTE programs are scheduled for the NYSED Re-Approval process: Education and Human Services, Marine Technology, and Welding.

**National Work Readiness Credential (NWRC):**

During the Spring 2024 semester, the NWRC administration was conducted with all CV-TEC juniors and those seniors that had been unsuccessful last year. The results of this administration include: Of the 816 students that completed the NWRC, 601 were successful in earning their credential, which is a 74% success rate. Of those: 279 of 409 juniors (68%), 320 of 404 seniors (79%) and 2 of the 3 post-secondary (67%).



In addition to earning the nationally recognized employment credential, high school students earning the NWRC credential qualify for the NYSED CDOS Pathway approved 4+1 assessment option.

**OneWorkSource Campus Highlights, Grant Status & High School Equivalency and Job Skills Training Programs**

**Funding Status:**

- **WIOA Title II: Adult Basic Education & English as a Second Language**

Clinton & Essex Counties	\$ 79,565.00
<b>Total over 5 years:</b>	<b>\$397,825.00</b>

- **WIOA Title II: Corrections:**

Clinton County Jail	\$203,000.00
Essex County Jail	\$203,000.00
<b>Total over 5 years:</b>	<b>\$1,015,000.00</b>

- **WIOA Title II: Literacy Zones:**

Plattsburgh OWS-	\$150,000.00
Elizabethtown OWS-	\$150,000.00
<b>Total over 5 years:</b>	<b>\$1,500,000</b>

- **WIOA Title 1: Adult/Dislocated Worker/Youth**

Adult	\$173,232.00
Dislocated Workers	\$231,585.00
Youth-out-of-school	\$130,059.00
Total:	\$534,876.00
<b>Total over 4 years:</b>	<b>\$2,139,504.00</b>

- **EPE (Employment Preparation Education):**

- **Adults (21+)** \$300,000.00 (annually)

- **Supplemental Nutrition Assistance Program (SNAP)**

Adults (18+)	\$400,000.00
<b>Total over 5 years:</b>	<b>\$2,000,000.00</b>

- **Career Pathways:**

- **Adults (18-24)** \$125,000.00 (annually)

- **GED Testing:** \$ 7,397.00

- **Incarcerated Youth COSER\*** \$13,000.00+

Boquet Valley- \$6500 plus daily rate when students are attending.  
Beekmantown- \$6500 plus daily rate when students are attending.

### **Corrections Education Program (CEP) at Clinton County Jail and Essex County Jail:**

- **260** students enrolled so far this FY (257 adults, 3 incarcerated youth)
- **8** students earned their GED (6 adults +1 ESL adult + 1 youth).
- **537** credentials earned. These are a combination of education, work readiness, and pre-release preparation credentials.
- **26** students transitioned to the community. Of these students, 60% are employed and/or continuing their education).
- **37** ESL students have been served in the 5 months since the program began at CCJ.

### **Adult Literacy Program updates at OneWorkSource:**

Essex County has been growing! We have established classes at NCCC twice a week, as well as once a week at the Elizabethtown OneWorkSource. We have continued outreach in Essex County, and we have been marketing our programs at job fairs and open houses. Partner agencies have begun hosting workshops in class. We are aiming to gather enough students to host a class at our Mineville Campus.

We have continued to foster relationships with partner agencies. We hosted our first Quarterly Partner Meeting at each Literacy Zone location in March. We are in the process of planning the next meeting. The purpose of these meetings is to share data and obtain feedback.

- Essex County Literacy Zone Job Fair is scheduled for 5/30.
- Clinton County Literacy Zone Job Fair is scheduled for 5/31.
- We are continuing to work towards meeting the NYSED benchmarks for FY 23/24.
- **40** participants supported through SNAP and 25 participants for Career Pathways.

### **GED Program updates:**

Computer Based Testing is being offered quarterly, and we've completed private testing for students who have received accommodations through Pearson/VUE. tests C GED- it is getting easier each time. We have one more scheduled for this FY, and we are planning to have our next in August/September.

- We are still administering Paper Based Tests (PBT) at both jail facilities.
- **27** students have earned their HSE so far this FY.

### **Adult/Dislocated Worker/Youth-out-of-school updates:**

We received this funding in July, and it has taken off! It's been a steep learning curve, but we have very dedicated staff that ensure that participants are enrolled in programs such as LPN, RN, Apprenticeships, CDL, etc. Some are participating in On-the-Job Training with Norsk Titanium. The Youth out of school are co-enrolled with our GED program so they can get their diploma and the next step.

To date, we have supported **33** adults, 11 dislocated workers and **23** out-of-school youth. Participants who have already exited from the program are also expected to participate in follow up after six and twelve months. 18 of these participants have already completed workforce training and at the end of May there will be approximately 15 more.

### **Standards & Conditions (previously COE)**

#### **Curriculum Mapping**

CTE teachers continue to map their curriculum in Atlas. Academic teachers are reviewing the curricula and determining which Math, Science, and ELA standards each unit aligns with. All programs up for reapproval this year will have their curriculum mapped and aligned with state standards by the end of the school year. All programs up for reapproval during the 24-25 school year have already started the process. Moving forward, the plan is to continue to give each program two years to complete their curriculum mapping.

#### **Remote Learning**

Continued collaboration with our Shared Decision-Making committee allows us to carve out time to offer educational technology training and guidance for teachers. Plans continue to develop with a focus on more synchronous and asynchronous Microsoft Office and Google training opportunities for teachers where they can earn micro-credentials.

### **Work-Based Learning & Student Services**

#### **2022-2023 Graduate Follow-up Data**

Secondary Approved Programs: 298 Total Graduates in Approved CTE. Programs

- Employed: 53%
- Military: 3%
- Post-Secondary: 40%
- Unemployed Seeking: 3%
- Unavailable for Employment 1%

Post-secondary Approved Programs: 24 Post-secondary Graduates

- Employed: 79%
- Military: 0%
- Post-Secondary: 21%
- Unemployed Seeking: 0%
- Unavailable for Employment: 0%

#### **CV-TEC Career and Leadership Center**

Our mission is to provide our student's a wide array of services and resources designed to explore interests, enhance networking connections, and provide personalized professional growth, that will empower them to pursue their goals and build a rewarding career.

#### **2023-2024 Trainings and Events**

##### **Networking Events**

- **2023 North Country Manufacturing Day, Wednesday, Nov. 8, 2023 CCC/IAM**

15 school districts, along with CV-TEC Plattsburgh, Hub, and Mineville campuses; 750 students grades 9-12  
Districts: Bouquet Valley, Beekmantown, Chazy, Chateaugay, Crown Point, FEH BOCES, Franklin Academy, Lake

Placid, Moriah, Northern Adirondack, Northeastern Clinton, Saranac, Tupper Lake, Saranac Lake, Willsboro  
Manufacturer's: Beta Technologies, Camso, Nova Bus, Schluter Systems, Upstone Materials, Mold-Rite Plastics,  
3DRPD, Alstom, Norsk, Pactiv, BCI-Lakeside Container

- **Coryer Staffing-RAMP Presentation-Plattsburgh and Hub Campus, Dec. 5&8**

Our seniors were provided an overview of the program and application process. Several of our upcoming graduates have completed the RAMP application and will have the opportunity to earn a paycheck while exploring different industries and positions throughout Clinton County.

- **ADK Career Connect**  
May 9, 2024  
SUNY Plattsburgh Fieldhouse  
9AM-3PM
- **ADK Career Connect-Essex County Community Job Fair**  
May 30, 2024  
Essex County Fairgrounds, Floral Hall  
10AM-5PM



The planning committees for this year's events

includes CV-TEC, OneWorkSource, Workforce Development Board, North Country Chamber of Commerce, Essex County IDA, Department of Labor, Ticonderoga Area Chamber of Commerce, The Adirondack Foundation, Essex County Dept. of Public Works, IBEW 910, and TrailNorth Federal Credit Union. Several districts and town supervisors also joined the planning committee to assist in this year's preparations. Over 100 employers, 12 school districts, and 1700 students in grades 9-12 have registered to attend this year's events.

### Employability Seminar Series

#### Sexual Harassment Prevention Seminar

January 11-12-Plattsburgh Campus; February 29-Mineville Campus; March 5-Hub Campus

CV-TEC collaborate with the ETS, Ready4Real, to provide a 1-hour, interactive Sexual Harassment Prevention Seminar to all CTE seniors. The presentation defined sexual harassment, discussed ways to prevent it, and how to promote positive workplace relationships and communication. 230 participants earned their certificate.

#### Financial Literacy Seminar

February 12-SUNY Plattsburgh Angell Center-Plattsburgh and Hub Campus

March 19-Essex County Event-Moriah CSD

This year, our seniors from all campuses, in addition to Boquet Valley, Keene, Moriah, and Crown Point participated in the Mad City Money Financial Literacy simulation. We partnered once again with UFirst and TrailNorth Federal Credit Unions. This experience allowed our students to gain budgeting experience, while also learning about the importance of savings and checking accounts, and the importance of a great credit score.



**Job Seeking Seminars:**

April 9-12, Plattsburgh and Hub Campus;

April 16-17 Mineville Campus

This seminar focused on networking skills and how to ace the job interview. Juniors-First Impressions, Networking Tips, Elevator Pitch · Seniors-First Impressions, Resume Review, Mock Interviews.

**Work Based Learning Opportunities**

Our students gain WBL hours for participating in the following activities: career fairs, career research and interest assessments, guest speakers, and industry-related credentials. Additional WBL opportunities: job shadowing, community service/volunteering, school-based enterprise, industry-based project, clinical experience (Cosmetology and Health Careers only), paid/unpaid CO-OP, and apprenticeship.

Our 2024 CTE graduates have obtained the NYSED 54+ Work Based Learning Hourly requirement.

This year we signed a contract with the Essex County Dept. of Public Works to utilize the Fish Hatchery and other lands for educational purposes for our Mineville CTE programs.

- **Authentic STEM**

CV-TEC continues to work with our business partners, the NCWDB, and the Universitüt Sigen to further develop Authentic STEM projects in our CTE programs. This year, our New Visions Applied Engineering students are partnered with German students to work on authentic problems presented by Viega and Norsk

Titanium. The solver teams have created their prototypes and will present their solutions at The Forum of Innovation on May 8, 2024.

- **ACAS Certification**

Seven CV-TEC Automotive Collision Repair Technology students earned their FAA Approved Aerospace Coating Applicator Specialist (ACAS) Certification and will be awarded their certificates by representatives of BETA Technologies at this year's ADK Career Connect held at the SUNY Plattsburgh Field House on May 9, 2024.

Congratulations to Payton McIntyre (Chazy), Dominick Barnaby (NAC), Ethan Crowningshield (AVCS), Justin Senecal (AVCS), David LaVarnway (Beekmantown), Ryan Cross (AVCS) and Ethan Taylor (AVCS), who were selected to participate in the second accelerated training cohort which began in February of 2024.



- **Michelin Technical Scholars Program**

Michelin Technical Scholars Program Presentation April 15, 2024 · Jacob Bouchillon, Maintenance Early Scholar Program Manager presented to our teachers and students in the Automotive Tec., Auto. Collision, Electrical, Heavy Equip./Diesel Mechanics, and Welding · 11 seniors took assessment; 4 passed and have submitted the application for enrollment in the program.



- **CV-TEC SkillsUSA Signing Event-June 3-7, 2024**

This event is part of a nationwide celebration showcasing our next generation of skilled professionals and the skilled career paths that are essential to America's future. During our CV-TEC SkillsUSA Signing Day event, our graduating students will sign letters of intent committing to pursue skilled career paths.

- June 3-Photo opportunity and social media post for all graduating students who have received post-secondary acceptance letters and will be attending in the fall.
- June 4-Photo opportunity and social media post for all graduating students who upon graduation will be enlisted into the armed services.
- June 5-Plattsburgh and Hub Campus Signing Event-Culinary Arts Conference Room.
- June 6-Mineville Campus Signing Event-Conference Room
- Business Partner Recognition Social Media Blitz-May 14-June 14

## **Health Careers**

### **LPN:**

Testing period of Jan. 1<sup>st</sup> thru December 30<sup>th</sup> 2023

- CV-TEC: 100% first time pass rate for the class that graduated in June 2023.
  - National Pass Rate: 90.65%
  - NYS Pass Rate: 88.84%
  - CV-TEC Pass Rate: 100%
- 17 Students currently seated (23 accepted, 21 enrolled) \*Trends show lower number of nursing applicants with less qualified candidates.
- Nursing enrollments down state-wide (quantity and quality of applicants)
- Currently accepting applications for the 24-25 school year with rolling admissions.
- Ongoing recruitment for qualified per diem clinical faculty continues.
- Clinical sites are stable, with COVID adjustments as needed (decreased ratio of faculty to students, PPE). Vaccination no longer mandated at this time.
- Site visit for re-accreditation by the NYS Board of Regents begins October 18-20 with good success. Should have finalized report sometime in June 2024.

### **Adult C.N.A.:**

- Have experienced a decrease in enrollment (funding, trends)
- Fall 2023 class ran with 5 students. There is a great need in the community.

### **Adult Phlebotomy:**

- Have experienced a decrease in enrollment (funding, trends)
- Fall 2023 class ran with 10 students. Currently 5 placed in the Spring 2024 class. This will conclude in mid-May.

### **Allied Health:**

- Total Enrollment: Approx 75 students on 2 campuses. Enrollment is very healthy
- Live clinical are completed and testing begins May 30<sup>th</sup>, 2024
- Vaccination no longer mandated
- Fit testing for N-95 masks required at CVPH for all students/faculty
- Still have a decrease in faculty to student ratios required by sites

- All sites back to being open to students as there is such a need to recruit employees

**New Visions Medical Careers:**

- 34 total students enrolled on 2 campuses
- Full return to clinical sites with ongoing recruitment for new exploration opportunities
- 40 students (24 North, 16 South) have been accepted into the 24-25 Cohort.
- 57 students applied to the program.

**CPR/First Aid:**

- Training per industry need continues





Champlain Valley Educational Services  
Clinton - Essex - Warren - Washington BOCES  
P.O. Box 455, Plattsburgh, NY 12901 www.cves.org

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**CVES MISSION**

Champlain Valley Educational Services is committed to being a valued and trusted partner by supporting students, schools, and communities to excel through high-quality education, training, and shared services.

To: Dr. Mark Davey, District Superintendent  
From: Dr. Matt Slattery, Director of Special Education  
Date: June 2024  
Re: Board of Cooperative Educational Services Report

**Unleashing Creativity: Students' Superhero Selfies in Art Class**

Creativity knows no bounds in Ms. Lucia's class! With the guidance of the Rise Center's talented art teacher, Mrs. Roxana Palmer, these young artists have unleashed their inner superheroes through captivating self-portraits. Each "Superhero Selfie" is a testament to their unique personalities, talents, and boundless imagination. Prepare to be amazed by the vibrant colors, intricate details, and the sheer pride radiating from these remarkable works of art! What would your Superhero selfie look like?



**Spreading Joy, One Smile at a Time: The Superhero Among Us**

Step into the Rise Center on our Plattsburgh Campus, and you'll be greeted by a true superhero – our exceptional receptionist, Mrs. Sue Dumar. With a warm smile and a heartfelt hug, she creates a welcoming atmosphere that makes everyone feel right at home. Her dedication extends beyond the ordinary, as she meticulously decorates the office for every holiday, immersing staff and students in a festive spirit. On this occasion, she donned a vibrant Autism Awareness ensemble, spreading awareness and joy in equal measure. Mrs. Dumar is a true treasure, radiating positivity and love wherever she goes.



**Nurturing Life Skills: Gardening and Mindfulness at Duke**

In our post-graduate Life Skills program at Duke, students are not only mastering essential skills but also fostering a deep appreciation for nature and mindfulness. As they carefully tend to their sunflower seedlings and create heartfelt Mother's/Special Person's Day cards, they learn valuable lessons in responsibility, creativity, and thoughtfulness. But their journey doesn't end there – the program also encourages mindful moments along the serene Saranac River trail, where students can connect with the present moment and find inner peace amidst the beauty of their surroundings.

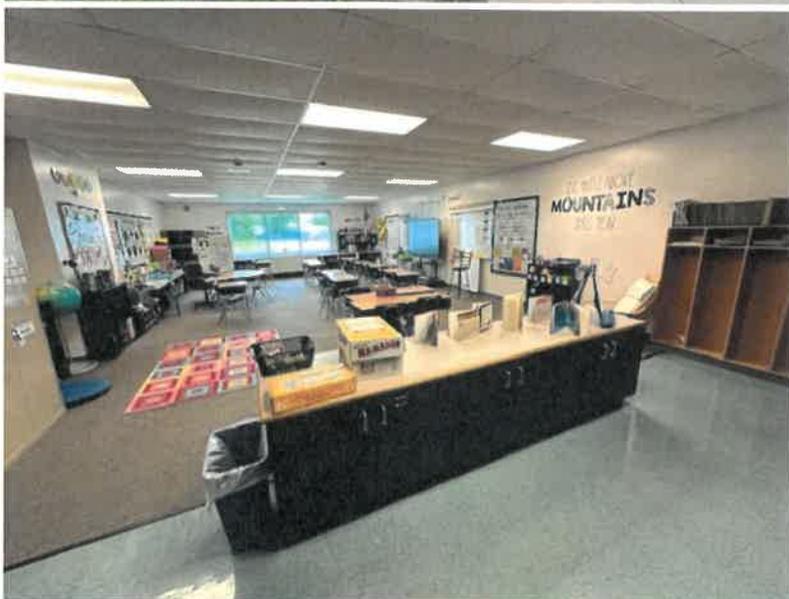


### **Seamless Transitions: Meticulous Planning for Stellar Summer School Experiences**

The Rise Center for Success Administrators and Coordinators have been diligently preparing for the transition of our summer school programs to be held off our Plattsburgh and Mineville campuses to allow for capital improvement work on these spaces. Our Plattsburgh 2024 ESY programming will be held at Plattsburgh City School District's Momot Elementary School while our Mineville 2024 ESY programming will be held at Moriah Central School District's elementary building. We are grateful for the collaboration and support of the administration of both the Plattsburgh City School District and Moriah Central School District to make this possible.

Our strategic planning for these moves was designed to ensure the success of student programming and involves a comprehensive plan with many moving parts and intricacies. Teachers are being thoroughly prepared to bring all necessary teaching materials, and systems are being established to transfer these materials between buildings efficiently. Additionally, the coordinators are developing detailed schedules and procedures to streamline operations. A training day is outlined to equip the teaching staff with the knowledge and skills required before the commencement of summer school.

Systems, including the creation of essential teacher folders containing specific student information and programmatic resources for example, have been developed which are crucial for personalized student support. Moreover, an open house event at Momot is being organized to welcome and inform parents about the new location and the upcoming activities. This meticulous planning and coordination underscore the commitment to providing a seamless and enriching educational experience for students during the summer term.



### **Summer School Reimagined: Enriching Minds, Fostering Connections**

As summer school approaches, the anticipation for a season of enriched learning and peer collaboration is palpable. The preparation phase is crucial, with our teachers diligently working to broaden the scope of group instruction. Students are showing a positive response to these new opportunities, finding joy and motivation in the ability to work alongside their peers. Meanwhile, the staff's commitment to revising and innovating the curriculum promises an engaging and dynamic educational experience. This proactive approach to summer schooling not only reflects the dedication to academic excellence but also fosters an environment where students can thrive both intellectually and socially.



### Learning Through Community Connections

At the Rise Center for Success, we believe in fostering strong connections with our local community. These connections not only provide invaluable learning experiences for our students but also strengthen the bonds that bind us together as a supportive and inclusive community. Recently, Ms. Lucia's class had the opportunity to experience this firsthand through an exciting visit to the Elmore SPCA animal shelter. This field trip was more than just an educational outing; it was a chance for our students to forge lasting connections and gain a deeper appreciation for the vital work the organization does in caring for animals in need.



We are grateful to the Morrisonville Fire Department for bringing their expertise to our campus on May 31, 2024. With open arms, the firefighters provided our students with a firsthand look at the essential role they play in ensuring our community's safety. From exploring the fire trucks to learning about fire prevention and emergency response, our students gained invaluable insights and a newfound respect for these everyday heroes. The visits were truly enriching experiences organized by Dawn Bordeau, a dedicated teaching assistant at the Rise Center and an EMT at the Morrisonville Fire Department. Her commitment to fostering community connections and providing our students with hands-on learning opportunities is truly commendable.



