

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

**AGENDA FOR BOARD MEETING TO BE HELD AT THE YANDON-DILLON CENTER IN MINEVILLE ON
NOVEMBER 14, 2018, PROPOSED EXECUTIVE SESSION AT 6:30 PM – MEETING AT 7:30 P.M.**

- No Action 1. CALL TO ORDER: BOARD PRESIDENT
- a. The Pledge of Allegiance
 - b. Roll Call of Board Members
 - c. Introduction of All Present
- No Action 2. EXECUTIVE SESSION
- No Action 3. OPINIONS AND CONCERNS FROM THE AUDIENCE
- No Action 4. BUDGET COMMITTEE UPDATE – Dr. Mark Davey & Mr. Eric Bell
- No Action 5. CAPITAL PROJECT UPDATE
--Dr. Mark Davey & Mr. Eric Bell
- Action 6. MINUTES OF PREVIOUS MEETING
- a. October 10, 2018 (Enc. 1)
- Action 7. CONSENT AGENDA FINANCIAL
- Action a. Certification of Warrant (Enc. 2)
 - Action b. Treasurer’s Report (Enc. 3)
 - Action c. Donations (Enc. 4)
 - Action d. Budget Increases (Enc.5)
 - Action e. Cross Contract Budget (Enc. 6)
 - Action f. Cross Contract Budget Increase (Enc. 7)
 - Action g. Special Aid Fund Projects (Enc. 8)
 - Action h. Contractor/Consultant Agreement (Enc. 9)
 - Action i. Contract Agreement (Enc. 10)
 - Action j. Contract Amendment Agreement (Enc. 11)
 - Action k. School Breakfast/Lunch Rate Increases (Enc. 12)
- No Action 8. OLD BUSINESS
- a. Committees
--Audit Committee Meeting Minutes – May 9, 2018 (Info. Only) (Enc. 13)
- Action 9. CONSENT AGENDA PERSONNEL
- Action a. Resignations for the Purpose of Retirement (Enc. 14)
 - Action b. Resignations (Enc. 15)
 - Action c. Four-Year Probationary Appointments (Enc. 16)
 - Action d. Civil Service Probationary Appointments (Enc. 17)
 - Action e. Permanent Appointments (Enc. 18)
 - Action f. Position Increase (Enc. 19)
 - Action g. Temporary Grant Appointments (Enc. 20)
 - Action h. Facilitators (Enc. 21)

CHAMPLAIN VALLEY EDUCATIONAL SERVICES

VISION

TO MEET THE NEEDS AND EXPECTATIONS OF COMPONENT SCHOOLS, COMMUNITIES, AND ALL LEARNERS WHO ARE EFFECTED BY OUR SERVICES.

MISSION

CVES, IN PARTNERSHIP WITH LOCAL SCHOOL DISTRICTS AND THEIR COMMUNITIES, THE BOARD OF REGENTS AND THE COMMISSIONER OF EDUCATION, WILL BE A LEADER IN PROVIDING QUALITY, COST-EFFECTIVE PROGRAMS AND SERVICES THAT SUPPORT SCHOOL DISTRICTS AND THEIR COMMUNITIES TO ACHIEVE HIGHER STANDARDS THROUGH ENHANCED EDUCATIONAL OPPORTUNITIES.

IMPORTANT DATES

November 14, 2018	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
December 4, 2018	Board Budget Committee Meeting – Review Reconciliations & Set Parameters for 2019-20 Budgets – Instructional Services Center, Plattsburgh 7:00 p.m.
December 12, 2018	Board Meeting – John Harrold Center, Plattsburgh – 7:30 p.m.
December 14, 2018	D.A.R.E Graduation – WAF – 9:30 a.m.
January 9, 2019	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
January 24, 2019	Board Budget Committee Meeting – Analyze/Discuss Preliminary 2019-20 Budgets – Finalize Draft Budgets – ISC, Plattsburgh - 7:00 p.m.
February 13, 2019	Board Meeting/Budget Presentations – Instr. Serv. Center, Plattsburgh – 6:30 p.m.
February 14-16, 2019	AASA Convention – Los Angeles, CA
March 4, 2019	CVES Regional Spelling Bee – Location and Time TBD
March 13, 2019	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
March 14, 2019	I Stand Against Bullying (ISAB) Awards, SUNY Giltz Auditorium - TBD
Mar. 30–Apr. 1, 2019	NSBA Convention – Philadelphia, PA
April 4, 2019	CV-TEC Open House – Plattsburgh – 6:00 p.m.
April 9, 2019	CV-TEC Open House – Mineville – 6:00 p.m.
April 10, 2019	Annual Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
April 25, 2019	Election of CVES Board Members and Vote on Administrative Budget
May 8, 2019	Board Meeting – Instr. Serv. Center, Plattsburgh – 6:30 p.m.
May 14, 2019	NTHS Ceremony – Rainbow Banquet Hall, Altona – 7:00 p.m.
May 22, 2019	NTHS Ceremony – Moriah High School Auditorium – 7:00 p.m.
May 29, 2019	SkillsUSA Awards – Elk’s Lodge – 6:00 p.m.
June 6, 2019	No. Country Loggers Awards Banquet – 6:00 p.m.
June 14, 2019	Special Ed Graduation Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 15, 2019	HSED Graduation – Westside Ballroom – 1:00 p.m.
June 12, 2019	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
June 19, 2019	CV-TEC Mineville Graduation Ceremony – Moriah Central School – 7:00 p.m.
June 20, 2019	CV-TEC Plattsburgh Graduation Ceremony – SUNY Field House – 7:00 p.m.

- Action i. Additional Work (Enc. 22)
- Action j. Substitutes (Enc. 23)
- Action k. Adult Education Instructors (Enc. 24)
- Action l. Volunteer (Enc. 25)

10. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- Action a. Revised Policy Waive First Reading and Adopt (Enc. 26)
- No Action b. Revised Policies – 1st Reading (Enc. 27)
- No Action c. Administrative Procedure (Enc. 28)
- Action d. COE Accreditation Resolution (Enc. 29)

11. NEW BUSINESS

- Action a. None this month

No Action 12. STRATEGIC PLAN UPDATE – Dr. Mark Davey

No Action 13. DISTRICT SUPERINTENDENT’S UPDATE

No Action 14. OTHER

No Action 15. NEXT BOARD MEETING

Wednesday, December 12, 2018, in the WAF Special Education Gym at the Plattsburgh Main Campus – Proposed Executive Session at 7:30 p.m. – Meeting to follow.

No Action 16. REPORTS FROM DIRECTORS (Enc. 30)

Action 17. ADJOURNMENT

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 October 10, 2018 Board meeting. (attached)

ENC. 2

Recommend that the Board approve the Certification of Warrant for October 1, 2018 to November 1, 2018. (attached)

ENC. 3

Recommend that the Board approve the Treasurer's Report from September 30, 2018. (attached)

ENC. 4

Recommend that the Board approve the following Donations:

1. Donation for the "use of" a CAT Equipment Simulator from Paul Smith's College, with an estimated value of \$0.00. This donation will benefit the Environmental Conservation and Forestry students on instruction using industry leading forestry equipment.
2. Donation of Cuda hot water parts, from Mike Smith, with an estimated value of \$0.00. This donation will benefit the students of the Heavy Equipment classroom.

ENC. 5

Recommend that the Board approve the following Budget Increases:

1. On-Line High School budget from \$11,767 to \$15,046 due to anticipated increased participation in on-line high school classes for the 2018-2019 school year. (CV-TEC)
2. School Library System Operating Aid budget from \$96,991.00 to \$102,693.84 for the 2018-2019 school year due to rollover funds from 2017-2018. (Co-Ser F947) (ISC)
3. School Library System Automation Aid budget from \$9,699.00 to \$10,419.44 for the 2018-2019 school year due to rollover funds from 2017-2018. (Co-Ser F949) (ISC)
4. School Library System Supplementary Aid budget from \$47,366.00 to \$51,377.76 for the 2018-2019 school year due to rollover funds from 2017-2018. (Co-Ser F956) (ISC)

ENC. 1

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

DRAFT

DATE: October 10, 2018
KIND OF MEETING: Regular Board Meeting
PLACE: Instructional Services Center, Plattsburgh, NY

Board Members Present:

Larry Barcomb
Leisa Boise
Patricia Gero
Linda Gonyo-Horne
Richard Harriman, Sr.
Ed Marin
Thomas McCabe
Bruce Murdock
Lori Saunders
Florence Sears
Michael St. Pierre

Board Members Absent:

Jane Donahue
Evan Glading
Donna LaRocque
Richard Malaney

Executive Officer:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Others Present:

Eric Bell
Teri Calabrese-Gray
Christine Myers
James McCartney III
Michele Friedman
Bonnie Berry
Michael Horne
Jaci Kelleher
Michael Rossi
Amy Pedrick

MEETING
TO ORDER

The Board President called the meeting to order at 6:36 p.m.

APPOINTMENT OF
VACANT BOARD
MEMBER SEATS

Mr. Murdock moved, seconded by Mrs. Boise, to appoint Mrs. Linda Gonyo-Horne and Mrs. Jane Donahue to the two vacant CVES Board member seats. All Board Members present voted yes—motion carried. Mrs. Gonyo-Horne signed the Oath of Office and Mrs. Donahue will sign the Oath of Office and return to the Board Clerk.

BOARD MEMBER
APPRECIATION
MONTH

Dr. Davey thanked all of the Board Members on behalf of CVES' entire organization for the important role they play in supporting our BOCES, our programs and services, for their strong role in supporting our exemplary education programs, high-quality training, comprehensive support and outstanding shared services throughout our BOCES for all our students, staff and our component school districts. Dr. Davey emphasized that their willingness to volunteer their time, their continued dedication and hard work as a Board member throughout the year is truly appreciated. The Special Education students, with the help of Roxana Palmer, CVES' art teacher, made keychains for each Board member. Seven CV-TEC Culinary Arts students and their culinary instructor Chef Tanner Senecal were in attendance at the Board meeting. The students and Chef Senecal provided delicious desserts for the Board as part of the recognition celebration. Mrs. Friedman, CVES' Director of Career & Technical Education, introduced Chef Tanner and then the students introduced themselves and shared their future plans. Dr. Davey also presented each Board Member with a New York State Proclamation in honor of School Board Recognition Week from Governor Cuomo and each Board member was presented with an appreciation certificate.

AUDIT
PRESENTATION

CVES' External Auditors, Michael Rossi, CPA, and Amy Pedrick, CPA, from West & Company were present to share an overview of the recently completed independent audit for year-end June 30, 2018. Mr. Rossi shared the Independent Auditor's Report and provided a brief analysis as well as highlighted the ratings of each area audited. Mr. Rossi and Ms. Pedrick were thanked by the Board's Audit Committee members for their work and thoroughness in the completed audit. The Audit Committee recommended the full Board approve CVES' 2017-18 Annual Independent Audit.

EXECUTIVE
SESSION

Mr. Murdock moved, seconded by Mrs. Boise, that the Board go into Executive Session at 7:06 p.m., for the following reasons: #4 - A matter of discussion regarding proposed, pending or current litigation; #5 - A matter of collective negotiations pursuant to article 14 of civil service law (The Taylor Law); #6 - A matter of the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation; #9 - A matter related to a specific student of the district. Dr. Davey and the Board discussed the new DS evaluation system and worked to finalize his 2018-19 goals using the online SuperEval system. Second, Jacqueline Kelleher of the law firm Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC provided a litigation update and reviewed her recommendations involving a release of claims agreement by the Board involving the Risetto vs. CEWW BOCES lawsuit. Second, an update was provided regarding re-advertising the Director of Special Education vacancy and seeking potential assistance of consultants to improve the depth of the candidate selection pool. Third, a labor relations update was provided regarding the upcoming 10-Month Support Staff Unit and negotiation parameters were discussed. Fourth, several student updates were provided, and lastly a confidential employee update was shared. All Board Members present voted yes—motion carried.

EXECUTIVE
SESSION
CONTINUED

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, that the Board come out of Executive Session at 8:42 p.m. All Board Members present voted yes—motion carried.

Mrs. Boise left the meeting at 8:45 p.m.

OPINIONS &
CONCERNS FROM
AUDIENCE

Mrs. Bonnie Berry, Interim Director of Special Education, shared with the Board that there had been a great turnout at the William A Fritz (WAF) Special Education Center Open House with students, parents and staff attending earlier in the evening. Mrs. Michele Friedman, Director of Career and Technical Education, invited the Board to attend CV-TEC's upcoming Family Night on October 24, 2018 at the CV-TEC Plattsburgh Main Campus and on October 25, 2018 at the Mineville Campus, both at 6:00 pm.

STRATEGIC PLAN
UPDATE

Dr. Davey introduced CVES' 2018-2021 Strategic Plan for Continuous Improvement Update PowerPoint Presentation. He thanked the Board for their continued support in our Strategic Plan initiative and for attending their recent Board retreat facilitated by Sean Brady, CVES' Strategic Planning Consultant. Dr. Davey also thanked and acknowledged the District Planning Team (DPT) and CVES Divisional Teams this fall

for their hard work and dedicated effort in updating our Strategic Plan for 2018-19 and beyond. He noted that this year's efforts were some of our various team's most productive work yet. Next, Dr. Davey reviewed the results of the DPT's Strategic Profile results and determination of identified priorities for CVES for the year. He then shared the updated plan's priorities and reviewed CVES' major performance trends and targets CVES-wide and for each division. Dr. Davey acknowledged the more detailed work done by each division and offered to explore each of the areas in more detail, with our Assistant Superintendents or Directors help who also were present at the meeting to provide additional insights. Our 2018-21 Strategic Plan was recommended to the Board for re-adoption for the 2018-19 school year.

CAPITAL PROJECT
UPDATE

Dr. Davey reviewed with the Board, the resolutions being recommended on the agenda involving CVES' Capital Project vote, which included establishing Absentee Voter Procedures and setting rates of pay for Election Inspectors. Mr. Eric Bell, Assistant Superintendent of Management Services, then discussed several next steps in the Capital Project Vote process including planned operation of our CVES voter-registration real-time live database developed to guard against duplicate voters. The database was created by the CVES' Instructional Technology (IT) Department in partnership with Management Services.

COE
ACCREDITATION
PRESENTATION

Mrs. Michele Friedman, Director of Career and Technical Education (CTE) presented to the Board an overview of the recommendation involving re-approval or not of the National Accreditation through the Council on Occupational Education (COE). The Board was informed of the following considerations that were weighed by CVES prior to making the recommendation: 1) Resource & staffing requirements, 2) Degree of secondary applicability, 3) Lower than anticipated post-secondary enrollments, 4) The benefits of dual accreditation, 5) Reaccreditation costs, and 6) Program development/modification constraints. Next, Mrs. Friedman shared that CV-TEC learned many things from COE that they will continue to model after, which include compliance standards, rigorous programming and collaboration with business & industry partners. Lastly, Mrs. Friedman shared with the Board, the recommendation that CVES continue COE accreditation through the 2018-2019 school year, however not pursue COE re-accreditation at the expiration of the term. Dr. Davey shared a concluding summary that a formal recommendation would be made to the Board in an upcoming meeting regarding this recommendation for Board action.

PREVIOUS
MINUTES

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, to approve the minutes of the September 12, 2018 Board Meeting as presented. All Board Members present voted yes—motion carried.

RE-VOTE
RESOLUTION

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

WHEREAS, in accordance with New York State law, all Board of Cooperative Education Services Board members are required to take and file an oath of office within thirty (30) days after commencement of the term to which the member is elected or

RE-VOTE
RESOLUTION
CONTINUED

within thirty (30) days after notice of appointment or commencement of the term of office; and

WHEREAS, Board members are not empowered to exercise the duties of office until the oath of office is taken and filed; and

WHEREAS, as set forth in Section 30 of the Public Officers Law, the failure to take and file the oath of office within the thirty (30) day time period causes the office to become vacant; and

WHEREAS, Linda Gonyo-Horne was reelected to a three (3) year term commencing on July 1, 2018; and

WHEREAS, Jane Donahue was appointed on July 11, 2018 to serve until the next annual election; and

WHEREAS, due to unforeseen and unintentional circumstances, Ms. Gonyo-Horne and Ms. Donahue did not take and file the oath of office within the thirty (30) day time period and as such their board seats became vacant by operation of law;

WHEREAS, the District Clerk has thoroughly investigated the CEWW BOCES' Board Meeting Minutes from July, August and September 2018 meetings and has determined that except as specifically set forth herein, all motions, resolutions and actions of the Board taken in July, August, and September 2018 would have passed by a majority vote without the affirmative votes of Ms. Gonyo-Horne and/or Ms. Donahue.

BE IT RESOLVED, that all actions of the Board taken in July, August and September 2018, including those set forth below, which are being presented for a revote, are hereby approved, affirmed and ratified.

BE IT FURTHER RESOLVED, that after investigation, the District Clerk has identified the following motions and resolutions from July, August and September 2018 for a revote by the Board in light of Ms. Gonyo-Horne and/or Ms. Donahue's involvement in the motion and/or resolution, which were approved, affirmed and ratified by the majority of the Board without including the votes of Ms. Gonyo-Horne and/or Jane Donahue:

July 2018

1. Appoint Board Members to the CVES Budget Committee (for the development of the 2019-20 CVES budget) for the 2018-19 school year: Leisa Boise, Linda Gonyo-Horne, and Lori Saunders.
2. Appoint at least five Board Members to the CVES Audit Committee (pertaining to the 2017-18 school year) for the 2018-19 school year: Jane Donahue, Linda Gonyo-Horne, Richard Harriman, Sr., Thomas McCabe, and Donna LaRocque.
3. Appoint Linda Gonyo-Horne as representative for the Clinton & Essex County School Boards Association and Appoint Michael St. Pierre as representative for Essex County for the 2018-19 school year.
4. Appoint Linda Gonyo-Horne as the NYSSBA Legislative Liaison.
5. Request for Approval of Attendance to Conference/Workshop for the following Board Members:

RE-VOTE
RESOLUTION
CONTINUED

Linda Gonyo-Horne & Larry Barcomb
NYSSBA 99th Annual Convention
October 25-27, 2018, New York City, NY (overnight accommodations needed)

August 2018

1. Letter of Resignation for the purpose of Retirement:
 1. Jane Landry, Assessment Planning Coordinator ISC, effective April 6, 2019.

2. Letters of Resignation:
 1. Lora Parks-Recore, RSE-TASC Coordinator, effective August 21, 2018
 2. Cassie Lapiere, Teacher Aide/Student Aide, effective August 18, 2018
 3. Clayton Cross, Lifeguard, effective August 18, 2018
 4. Kayleigh Livsey, Teaching Assistant, August 31, 2018

3. Abolish the following position:
 1. Abolish the following position due to reduced component school district requests for services: Katy Bidelspach, Social Studies Teacher, effective September 1, 2018. The above employee will be placed on a preferred eligible list for a period of (7) years, during which time he/she will have the right to be recalled on the basis of seniority in accordance with statute.

4. Accept the following letter of resignation and appoint the following person(s) to a Four-year Probationary Appointment as follows:
 1. Accept the letter of resignation from Ashley Pray Teacher Aide/Student Aide, effective September 1, 2018, and appoint Ashley Pray to a Four-Year Probationary Appointment as follows:

Name: Ashley Pray
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

 2. Accept the following letter of resignation from Paulina Geoffroy Teacher Aide/Student Aide, effective September 1, 2018, and appoint Paulina Geoffroy to a Four-Year Probationary Appointment as follows:

Name: Paulina Geoffroy
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

RE-VOTE
RESOLUTION
CONTINUED

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

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

Name: Katy Bidelspach

Tenure Area: Special Education Teacher

Position: Special Education Teacher (Replacement)

Effective Date: September 1, 2018

Tentative Tenure Date: September 1, 2022

Certification Status: Students with Disabilities- Grades 7-12, Professional,
Annual Base Salary: \$45,161

(Ms. Bidelspach has consented in writing to a transfer to the Special Education Teacher tenure area from Social Studies tenure area in accordance with the requirements set forth in 8 NYCRR 30-19).

Name: Douglas Scoville-Upham

Tenure Area: Special Education Teacher

Position: Special Education Teacher (Replacement)

Effective Date: September 1, 2018

Tentative Tenure Date: September 1, 2022

Certification Status: Students with Disabilities- Grades 1-6, Initial
Annual Base Salary: \$43,645

Name: Molly Rascoe

Tenure Area: Special Education Teacher

Position: Special Education Teacher (Replacement)

Effective Date: September 1, 2018

Tentative Tenure Date: September 1, 2022

Certification Status: Students with Disabilities- Grades B-2 Initial, 1-6 Initial,
Childhood Education 1-6 Initial, Early Childhood Education B-2 Initial
Annual Base Salary: \$43,645

Name: Heidi Wells

Tenure Area: School Counseling & Guidance

Position: School Counselor (Replacement)

Effective Date: September 1, 2018

Tentative Tenure Date: September 1, 2022

Certification Status: School Counselor, Provisional
Annual Base Salary: \$52,086

RE-VOTE
RESOLUTION
CONTINUED

Name: Maiya Giroux
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Kristin Forttrell
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Lori Warner
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Andrea Denton
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Brittani Hellen
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 1, 2018
Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

Name: Todd Everleth
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: September 01, 2018

RE-VOTE
RESOLUTION
CONTINUED

Tentative Tenure Date: September 1, 2022
Certification Status: Certified
Annual Base Salary: \$20,841

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

6. Accept the following letter of resignation from Jeffrey Coon, Custodial Worker, effective September 4, 2018, and appoint Jeffrey Coon to an 8-week Probationary Appointment as follows:

Name: Jeffrey Coon
Position: Building Maintenance Mechanic 51% (replacement)
Position: Heating & Ventilating Mechanic 49%
Effective: September 4, 2018
Annualized Salary: \$35,159 (Prorated)
Actual Earned Salary: \$28,938.56
Tentative Permanent Date: October 30, 2018

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

Name: Tabitha Imondi
Position: Teacher Aide/Student Aide (replacement)
Effective: September 1, 2018
Annualized Salary: \$15,976
Tentative Permanent Date: September 1, 2019

Name: Charley Brunet (Pending Fingerprint Clearance)
Position: Teacher Aide/Student Aide (Replacement)
Effective: September 1, 2018
Annualized Salary: \$15,976
Tentative Permanent Date: September 1, 2019

Name: Bianca Siskavich-Poitras
Position: Teacher Aide/Student Aide (Replacement)
Effective: September 1, 2018
Annualized Salary: \$15,976
Tentative Permanent Date: September 1, 2019

Name: Destiny Blaise-Welch (Pending Fingerprint Clearance)

RE-VOTE
RESOLUTION
CONTINUED

Position: Teacher Aide/ Student Aide (Replacement)
Effective: September 1, 2018
Annualized Salary: \$15,976
Tentative Permanent Date: September 1, 2019

Name: Mindy Rabideau (Pending Fingerprint Clearance)
Position: Teacher Aide/ Student Aide (Replacement)
Effective: September 1, 2018
Annualized Salary: \$15,976
Tentative Permanent Date: September 1, 2019

Name: Ashley Wales (Pending Fingerprint Clearance)
Position: Teacher Aide/Student Aide
Effective: September 1, 2018
Annualized Salary: \$15,976
Tentative Permanent Date: September 1, 2019

Name: Kirsten LeClair (Pending Fingerprint Clearance)
Position: Teacher Aide/Student Aide
Effective: September 1, 2018
Annualized Salary: \$15,976
Tentative Permanent Date: September 1, 2019

Name: Henry Aguilar
Position: Lifeguard (Replacement)
Effective: September 1, 2018
Annualized Salary: \$22,079
Tentative Permanent Date: September 1, 2019

Name: Mary Murphy
Position: Occupational Therapist 70% (Replacement)
Effective: September 1, 2018
Annualized Salary: \$45,001 (Prorated)
Actual Earned Salary: \$31,500.70
Tentative Permanent Date: September 1, 2019

Name: Elizabeth Theeman (Pending Fingerprint Clearance)
Position: Physical Therapist (Replacement)
Effective: September 1, 2018
Annualized Salary: \$45,001
Tentative Permanent Date: September 1, 2019

8. Grant a Permanent Appointment (Civil Service) to the following people:
1. Laura Sterling, Account Clerk/Typist, effective September 5, 2018
 2. Nicole Osika, Account Clerk/Typist, effective August 24, 2018

RE-VOTE
RESOLUTION
CONTINUED

9. Appoint the following person(s) to a Temporary Appointment as follows:

Name: Kayla Thorne

Position: Special Education Teacher (Continuing Temporary Position)

Effective Date: September 1, 2018-June 30, 2019

Annualized Base Salary: \$37,031 (Uncertified)

Name: Amanda Gebhart

Position: Special Education Teacher (Continuing Temporary Position)

Effective Date: September 1, 2018-June 30, 2019

Annualized Base Salary: \$45,161 (2018-19) (Uncertified)

Name: Joseph Mazzella

Position: Special Education Teacher (Continuing Temporary Position)

Effective Date: September 1, 2018-June 30, 2019

Annualized Base Salary: \$37,668 (2018-19) (Uncertified)

Name: William Fish

Position: Special Education Teacher (Replacement)

Effective Date: September 1, 2018-June 30, 2019

Annualized Base Salary: \$43,645 - \$6,500 = \$37,145 (Uncertified)

Name: Cherie Passno

Position: Special Education Teacher (Replacement)

Effective Date: September 1, 2018-June 30, 2019

Annualized Base Salary: \$43,645 - \$6,500 = \$37,145 (Uncertified)

Name: Patrick Kissel

Position: Special Education Teacher (Replacement) (Uncertified)

Effective Date: September 01, 2018- June 30, 2019

Certification Status: Childhood Education 1-6 Initial

Annual Base Salary: \$43,645 (2018-19)

Name: Susan Richards

Position: Business Education Teacher (Replacement)

Effective Date: September 1, 2018-June 30, 2019

Annualized Base Salary: \$37,145 (2018-19) (Uncertified)

Name: Kristia Brownwood

Position: P-Tech Teaching Assistant (Replacement) (Uncertified)

Effective Date: September 01, 2018-June 30, 2019

Annual Base Salary: \$20,841

Per MOU: P-Tech Stipend of \$2,100 will be paid annually

Name: Jonathan Maze

RE-VOTE
RESOLUTION
CONTINUED

Position: P-Tech Technology Teacher) (Replacement) (Uncertified)
Effective Date: September 01, 2018- June 30, 2019
Certification Status: Airframe & Powerplant 7-12 Certified
Annual Base Salary: \$45,708 (2018-19)
Per MOU: P-Tech Stipend of \$4,000 will be paid annually

10. Increase the following positions:

Name: Catherine Premore
Position: Physical Therapist – increase from 70% to 100% (WAF)
Effective: September 1, 2018
Annualized Salary: \$46,563

Name: Roseanna Pierce
Position: Occupational Therapist – increase from 70% to 100% (WAF)
Effective: September 1, 2018
Annualized Salary: \$47,388

11. Rescind the following motion:

Rescind the motion that was approved at the June 13, 2018 Board meeting whereby the Board approved the 2017/18 Maple Sugaring Stipend (YD) of \$1,050 to Thomas Rodriguez and recommend that the Board approve the 2017/18 Maple Sugaring Stipend (YD) of \$1,110 to Thomas Rodriguez.

12. Approve the following Additional Work for the 2017-2018 School Year:

PBIS Coordinator, \$300/Stipend
Wendy Davis

Approve the following Additional Work for the 2018-2019 School Year:
ADK P-TECH Teachers for the period of August 23, 2018 through September 2, 2018

Jonathan Maze (non-instructional work), not to exceed 48 hours
Kristia Brownwood (non-instructional work), not to exceed 24 hours
Jonathan Maze (instructional work), not to exceed 4 days

Stipend Positions (compensation per collective bargaining unit)

Sheilah Boyea	WAF Yearbook
Meredith Jacobs	WAF PBIS
Jennifer Haley	New employee Mentor
Kim Denton	New Employee Mentor

13. Approve the following Temporary Grant appointments through December 30, 2018 as follows:

1. Logan King, Work Study Student, not to exceed 160 hours, at a rate of \$10.40/hour
2. Julia Karkoski, Work Study Student, not to exceed 160 hours, at a rate of

RE-VOTE
RESOLUTION
CONTINUED

\$10.40/hour

3. Nathan Catanzarita, Work Study Student, not to exceed 160 hours, at a rate of \$10.40/hour

14. Approve the following list of Substitutes:

<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Rate</u>	<u>Location</u>
Donna Lavene	TOC Account Clerk/Typist	08/1/2018	\$13.20/hour	WAF
Kim Mayer	Substitute Teacher	07/09/2018	\$100/daily	WAF

15. Approve the following Adult Education Instructors for the 2018-2019 School Year:
Adult Education \$28.00/hour

Francis Russell

Christina Beck (Pending Fingerprint Clearance)

16. Approve the following list of Curriculum Writers for the period of July 1, 2018 through June 30, 2019:

Curriculum Writers (\$25.00/hour)

Mitchell Estes

Dennis LaBarge

Krista Williams

17. Approve the following list of 2018 Special Education Summer School Staffing additions:

The Following People Will Receive \$10.40/hour

Amy King TOC/ Teacher Aide/Student Aide WAF

Sara Agnew TOC/ Teacher Aide/Student Aide WAF

Debbie Wilcox TOC/ Teacher Aide/Student Aide WAF

Rebecca Forkey TOC/ Teacher Aide/Student Aide WAF

Gregory Howard TOC/ Teacher Aide/Student Aide WAF

Karen Coulombe TOC/ Teacher Aide/Student Aide WAF

Andrew Peryer TOC/ Teacher Aide/Student Aide WAF

The Following People Will Receive \$14.00/hour

Cassie Lapiere TOC/ Teacher Aide/Student Aide WAF

Angela Vanderbogart TOC/Teacher Aide/Student Aide WAF

The Following People Will Receive \$25.00/hour

Elizabeth Christon Teaching Assistant WAF

The Following People Will Receive \$39.00/hour

Kim Mayer Teacher WAF

18. Approve the following 2018 summer work:

New Program/Classroom set up (compensation as per collective bargaining unit)

Susan Richards-Business Teacher Not-to Exceed 2 Days

RE-VOTE
RESOLUTION
CONTINUED

CALM Training of Trainers, \$30/Hour

Chris Falvey not to exceed 30 hours
Crystal Rhino not to exceed 30 hours

CALM Training, \$30/Hour

Kayla Thorne not to exceed 16 hours
Caitlyn Worley not to exceed 16 hours

Edmark Training, July 23-24, 2018, \$30/Hour

Tedi Politano not to exceed 2 hours
Brianna Finnegan not to exceed 4 hours
Melissa Gough not to exceed 4 hours
Paulina Geoffroy not to exceed 4 hours
Joan McGowan not to exceed 4 hours
Melissa Slagenweit not to exceed 4 hours
Chelsea Benway not to exceed 4 hours
Andrea Christensen not to exceed 4 hours
Ashley Brown not to exceed 4 hours
Crystal Rhino not to exceed 4 hours
Jerilynn Lamere not to exceed 4 hours
Kim Schafer not to exceed 4 hours
Ellen Supinski not to exceed 4 hours
William Fish not to exceed 4 hours
Cherie Passno not to exceed 4 hours

Academic/Behavior Curriculum, \$30/Hour

Jordan Wendling not to exceed 30 hours
Cheryl Spoor not to exceed 6 hours
Louise O'Connell not to exceed 6 hours
Sheilah Boyea not to exceed 6 hours
William Fish not to exceed 12 hours

Life Skills Curriculum, \$30/Hour

Melissa Adams not to exceed 30 hours
Molly Rascoe not to exceed 30 hours
Cherie Passno not to exceed 12 hours

TCI Committee not to exceed 12 hours, \$30/Hour

Brigitte Phillips

Self- Injury Training not to exceed 12 hours, \$30/Hour

Dawn Abar
Nancy Davidson

RE-VOTE
RESOLUTION
CONTINUED

Restorative Justice Planning not to exceed 20 hours, \$30/Hour
Kim Denton

APPR Aide Evaluation not to exceed 30 hours, \$30/Hour
Joelle Lucia
Melissa Adams

PBIS (Additional Hours), \$30/Hour
Meredith Jacobs not to exceed 9 hours

2018-2019 Classroom Moves not to exceed 1 day (compensation as per collective bargaining unit)

- Faye Dayton-Teacher
- Chris Falvey-Teacher
- Amanda Gebhardt-Teacher
- Joe Mazzella-Teacher
- Ellen Supinski-Teacher
- Kayla Thorne-Teacher
- Diana Aintrazi-Teaching Assistant
- Sheilah Boyea-Teaching Assistant
- Ashley Brown-Teaching Assistant
- Andrea Christiansen-Teaching Assistant**
- Whitney Gagnier-Teaching Assistant
- Becky Garrow-Teaching Assistant
- Jerilynn Lamere-Teaching Assistant
- Amanda Plympton-Teaching Assistant
- Louise O'Connell-Teaching Assistant
- Kim Denton-School Counselor
- Toni Perez-Clinical Social Worker
- Melodie St. Clair-School Counselor
- Oliver Bickel-School Counselor
- Joan McGowan-Teacher
- Anthony Biasini-Teacher

Melissa Gough-Teaching Assistant
Jean Gonyo-Teaching Assistant

19. Approve the following 2018-2019 Temporary On-Call Substitute Annual Renewal List:

<u>Name</u>	<u>Position</u>
Allen, Stephen	Substitute Principal
Atchinson, Peter	Substitute Principal
Berry, Bonnie	Substitute Principal
Broadwell, Stephen	Substitute Principal
Coakley, Sanford	Substitute Principal

RE-VOTE
RESOLUTION
CONTINUED

Johnson, Lyndon	Substitute Principal
Ryan, Thomas	Substitute Principal
Barcomb, Doreen	Substitute Teacher
Barcomb, Paige	Substitute Teacher
Bernhard, William	Substitute Teacher
Brogowski, Richard	Substitute Teacher
Davis, Chad	Substitute Teacher
Kesterman, Kenneth	Substitute Teacher
Courtney Lapham	Substitute Teacher
Leavine, Diane	Substitute Teacher
Mercier, Frank	Substitute Teacher
Mueller, Susan	Substitute Teacher
Parent, Elizabeth	Substitute Teacher
Sorrell, Roger	Substitute Teacher
Atkinson, Katelyn	Substitute Teaching Assistant
Barcomb, Doreen	Substitute Teaching Assistant
Barcomb, Paige	Substitute Teaching Assistant
Cassavaugh, Eric	Substitute Teaching Assistant
Elizabeth Christon	Substitute Teaching Assistant
Lapham, Courtney	Substitute Teaching Assistant
Fretwell, Jelona	Substitute Teaching Assistant
Manley, Julie	Substitute Teaching Assistant
Mueller, Susan	Substitute Teaching Assistant
Trim, Marjorie	Substitute Teaching Assistant
Williams, Cynthia	Substitute Teaching Assistant
Bush, Donald	Temp on Call Cleaner/Messenger
Shepard, John	Temp on Call Cleaner/Messenger
Bush, Donald	Temp on Call Laborer
Shepard, John	Temp on Call Laborer
Casey, Marilyn	Temporary on Call Typist
Mascarenas, Deborah	Temporary on Call Typist
Atkinson, Katelyn	Temp on Call Teacher Aide/Student Aide
Bigelow, Heidi	Temp on Call Teacher Aide/Student Aide
Cassavaugh, Eric	Temp on Call Teacher Aide/Student Aide
Cunningham, Ronnie	Temp on Call Teacher Aide/Student Aide
Deyo, Lisa	Temp on Call Teacher Aide/Student Aide
Durgan, Christina	Temp on Call Teacher Aide/Student Aide
Hart, Janice	Temp on Call Teacher Aide/Student Aide
Herbert, Nicholas	Temp on Call Teacher Aide/Student Aide
Hogan, Emily	Temp on Call Teacher Aide/Student Aide
Joy, Alexis	Temp on Call Teacher Aide/Student Aide
Lamar, Shirley	Temp on Call Teacher Aide/Student Aide
Manley, Julie	Temp on Call Teacher Aide/Student Aide
Mueller, Susan	Temp on Call Teacher Aide/Student Aide
Parness, Andrea	Temp on Call Teacher Aide/Student Aide

RE-VOTE
 RESOLUTION
CONTINUED

Provost, Carolyn	Temp on Call Teacher Aide/Student Aide
Rock, Mindy	Temp on Call Teacher Aide/Student Aide
Roppolo, Angela	Temp on Call Teacher Aide/Student Aide
Trim, Marjorie	Temp on call Teacher Aide/Student Aide
Trombley, Maura	Temp on Call Teacher Aide/Student Aide
Williams, Cynthia	Temp on Call Teacher Aide/Student Aide
LaPage, Patricia	Temp on Call Job Placement Aide
Ford-Johnston, Cynthia	Substitute Administrator
Hart, Deborah	Temp on Call Account Clerk Typist
Lavene, Donna	Temp on Call Account Clerk Typist
Leavine, Diane	Temp on Call Senior Stenographer
Shepard, John	Temp on Call AV repair technician
Shepard, John	Temp on Call Custodial Worker
Woods, Chester	Temp on Call custodial worker
Walton, Bryan	Temp on Call Musical Repair Tech
Facteau, Linda	Temp on Call RN

20. Establish the following temporary on-call rates for the 2018-19 school year effective September 1, 2018:

Title (Temporary On-Call)	2017-2018	Type	2018-2019	Type
Teacher (Certified)	\$100.00	Daily	\$110.00	Daily
Teacher (Non-Certified)	\$100.00	Daily	\$110.00	Daily
Nurse (RN)	\$90.00	Daily	\$100.00	Daily
Teaching Assistant	\$80.00	Daily	\$88.00	Daily
Teacher Aide/Job Placement Aide	\$73.00	Daily	\$78.00	Daily
Custodial Worker	\$10.50	Hourly	\$12.50	Hourly
Building Maintenance Mechanic	\$10.50	Hourly	\$12.50	Hourly
Bus Driver	N/A	N/A	\$15.00	Hourly
Cook	N/A	N/A	\$11.20	Hourly
Food Service Helper	N/A	N/A	\$11.20	Hourly
Musical Instrument Repair Technician	\$19.75	Hourly	\$19.75	Hourly
Audio Visual Repair Technician	\$14.67	Hourly	\$14.67	Hourly
Cleaner Messenger	\$10.50	Hourly	\$11.20	Hourly
Laborer	\$10.50	Hourly	\$11.20	Hourly
Temporary On-Call Clerical (Clerk, Typist, Account Clerk/Typist, Stenographer, and Senior Stenographer)	Various	Hourly	\$11.20	Hourly
Temporary On-Call Clerical- CVES Retiree	Various	Hourly	\$13.20	Hourly
Principal	\$350.00	Daily	\$350.00	Daily
Administrator	\$450.00	Daily	\$450.00	Daily

21. Approve the following list of Extra Curricular Student Activity Fund Club Advisors

RE-VOTE
RESOLUTION
CONTINUED

with no additional compensation for the 2018-19 school year:

Allied Health	Kathy Billings (Co-Advisor)
Allied Health	Shawna DeAngelo (Co-Advisor)
Cosmetology I (Image Makers)	Beverly Thwaites
Cosmetology II (Reflections)	Lisa Banker
Cosmetology (The Razor's Edge)	Kimberly Lincoln (Mineville)
North Country Loggers	Josh Pierce (Co-Advisor)
North Country Loggers	Jennifer Parker (Co-Advisor)
LPN	Dena Tedford
SkillsUSA	Nicole Santaniello
Skills USA	Mark Brown

22. Appoint the following Officials for the Child Nutrition Program, effective August 22, 2018 through the July 2019 reorganizational meeting, with no additional compensation:

1. Reviewing Official for Free and Reduced Lunch Eligibility – Jessica LaClair, Accountant
2. Hearing Official for Free Reduced Lunch Appeals – Eric Bell, Assistant Superintendent of Management Services
3. Verification Official for Free and Reduced Lunch Eligibility - Jessica LaClair, Accountant

23. Authorize the following individuals to collect money at all CVES locations for the 2018-19 school year:

Special Education – Plattsburgh
Kim Wright - Special Education program activities

24. Approve the following resolution:

The Clinton-Essex-Warren-Washington Board of Cooperative Educational Services, through its president, shall send a letter to Governor Cuomo, urging the Governor to sign into law the bills approved by the Legislature of New York (S.3203-A/A.212-A) which would amend Education Law Section 195(4)(a) to amend the limitation on BOCES District Superintendent's salary so that the law indexes the salary cap to 98% of the salary of the Commissioner of Education in the current year.

September 2018

1. Draft Minutes from the August 22, 2018 Board meeting.

2. Certification of Warrant for August 13, 2018 to August 31, 2018.

3. Treasurer's Reports from June & July 2018.

4. Approve the following Donations:

1. Donation of \$300 from CVES United Professionals to offset the cost of the 2018

RE-VOTE
RESOLUTION
CONTINUED

- Opening Day expenses at the West Side Ballroom.
2. Donation of \$150 from CVES CSEA 10-Month Unit to offset the cost of the 2018 Opening Day expenses at the West Side Ballroom.
 3. Donation of \$235 from CVES Administration to offset the cost of the 2018 Opening Day expenses at the West Side Ballroom.

5. Special Aid Fund Projects:

1. The Employment Preparation Education (EPE) special aid fund project be allowed to continue providing services for the period October 1- December 31, 2018. Expenditures are not to exceed \$129,804. (CV-TEC)
2. The Regional Special Education Technical Assistance Support Centers (RSE-TASC) special aid fund project be allowed to continue providing services for the period October 1- December 31, 2018. Expenditures are not to exceed \$47,384. (Special Education)

6. Cross Contracts:

1. 2017-18 Final – Erie 1 BOCES
\$2,999.99 for Policy Services (CVES and Westport participate in this service).
2. 2017-18 Final- Franklin-Essex-Hamilton BOCES
\$649,416.85 for Shared Business Office Services, Substitute Coordination, School Improvement SSFC, Insurance Coordination- ACA Consulting and Reporting, Academic Summer School, Performing Arts, Exploratory Enrichment, Personnel Recruitment- Frontline and School Improvement (all 17 component districts and CVES participate in one or more of these services).
3. 2017-18 Final – Monroe 2-Orleans BOCES
\$7,004.63 for the Elementary Science Program (Keene participates in one in this service).
4. 2017-18 Final- Putnam-Northern Westchester BOCES
\$19,564 for Regional Recruitment/On-Line Application System and Planning Services Management (Beekmantown, CVES, Moriah, Peru, Plattsburgh, Putnam, Schroon Lake and Ticonderoga participate in one or more of these services).
5. 2017-18 Final – St. Lawrence-Lewis BOCES
\$78,247 for Cooperative Purchasing, Instructional Technology and School Improvement (AuSable Valley, Beekmantown, Chazy, Crown Point, CVES, Elizabethtown-Lewis, Keene, Moriah, Northeastern Clinton, Northern Adirondack, Peru, Plattsburgh, Saranac, Schroon Lake, Ticonderoga, Westport and Willsboro participate in one or more of these services).

7. Contractor/Consultant Agreements

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Houghton Mifflin Harcourt Publishing Company (HMH) for Journeys Support services including (4) Journeys Team Coaching Full Day Professional Development sessions and (1) Houghton Mifflin Harcourt Technical Services Consultative Day session. Services will be provided by HMH at the Beekmantown Central School District for mutually agreed upon dates during the 2018-2019 school year for the

RE-VOTE
RESOLUTION
CONTINUED

total amount of \$13,550. (ISC)

2. Agreement between Clinton-Essex-Warren-Washington BOCES and Learn Thru Movement, Inc./Math and Movement for the purpose of obtaining a two day Math & Movement Symposium at Peru Elementary School on September 26 & 27, 2018 and a Movement & Literacy Workshop at the CVES Instructional Services Center on September 28, 2018. The total amount for all services is \$11,850. (ISC)

8. Adult Education Sponsorship Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Westport Central School District for the purpose of providing Adult Education Instructional Activities for the 2018-2019 school year. (CV-TEC)

9. Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Cornell University for the purpose of obtaining the following training sessions: A Therapeutic Crisis Intervention Update/Post Crisis Response (PCR) training for the dates of October 1-2, 2018 and a Therapeutic Crisis Intervention for Schools Training of Trainers session for the dates of May 6 – 10, 2019. Trainings services will take place at the Plattsburgh City School District Duken Building for the total amount of \$44,700. (ISC)

10. Memberships for the Assistant Superintendent for Instruction and 21st Century Learning for the 2018-2019 school year:

1. Association for Supervision and Curriculum Development (ASCD), \$69 (after discount)
2. Staff/Curriculum Development Network (S/CDN), \$575
3. New York State Council of School Superintendents, \$1,199.38

11. Memorandum of Agreement between C-E-W-W Board of Cooperative Educational Services and the CVES Civil Service Employees Association, Inc., to include the title of Food Service Helper, a 10-month position, within the negotiations unit represented by CSEA pursuant to Article 2 Collective Bargaining Unit, Paragraph B, of the parties' collective bargaining agreement for the term July 1, 2015 through June 30, 2018.

12. Attendance to Conference/Workshop for the following Board Member:

Linda Gonyo-Horne
Rural Schools Association Board Retreat
November 9-10, 2018 in Latham, NY (overnight accommodations needed)

13. Four-Year Probationary Appointment as follows:

Name: Elizabeth Hoffman
Tenure Area: Speech & Language Pathologist
Position: Speech & Hearing Teacher
Effective Date: October 1, 2018
Tentative Tenure Date: October 1, 2022

RE-VOTE
RESOLUTION
CONTINUED

Certification Status: Speech & Language Disabilities, Professional Certificate
Annual Base Salary: \$43,645
Prorated Salary: \$39,280.50

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

14. Additional Work for the 2018-2019 School Year:

<u>Name:</u>	<u>Reason:</u>	<u>Rate:</u>
Lori Ducharme	Animal Science Stipend	Per Contract
Laura Denton-Lawrence	Edmark Training (July 23 & 24, 2018)	\$30/hour

15. RESOLVED, that in accord with the advice of counsel, the Board hereby consents to the terms of a general release with Paul Risetto and Rachel Risetto in the action pending in the U.S. District Court for the Northern District of New York at No. 8:15-CV-00720-CFH as evidenced by a written general release, and authorizes counsel to execute such documents as may be necessary to effectuate such settlement.

All Board Members present voted yes—motion carried.

ANNUAL
INDEPENDENT
AUDIT

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, that the Board approve the Annual Independent Audit, performed by West & Company, CPA, PC, for the 2017-18 school year. All Board Members present voted yes—motion carried.

ADOPTION OF
STRATEGIC PLAN

Mr. Murdock moved, seconded by Mrs. Saunders, that the Board adopt the CVES 2018-2021 Strategic Plan for Continuous Improvement. All Board Members present voted yes—motion carried.

CONSENT
AGENDA
FINANCIAL

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, to approve the following Consent Agenda Financial items 12a–12L as presented. All Board Members present voted yes—motion carried.

CERTIFICATION
OF WARRANT

(12a) Approve the Certification of Warrant for September 4, 2018 – September 28, 2018, as presented.

TREASURER'S
REPORTS

(12b) Approve the Treasurer's Reports from August 31, 2018.

DONATIONS

(12c) Approve the following Donations:

1. For Our Student Stipend Fund:

Pepsi (July 2018)	82.28
United Way (July 2018)	32.27
Pepsi (August 2018)	50.61
United Way (September 2018)	<u>32.27</u>
TOTAL	- \$197.43

2. Donation of materials from the Clinton County Health Department as part of grants through Creating Healthy Schools & Communities and Creating Breastfeeding Friendly Communities (CBFC), with an estimated value of \$2,323.68. This donation will benefit the CVES school community and assist in the mission of promoting healthy lifestyles.

3. Donation of a treadmill from Joanne Beaudry, with an estimated value of \$150.00. This donation will benefit students in the Intensive Therapeutic Support Program.

BUDGET
INCREASE

(12d) Approve the following Budget Increase:

1. Increase the North Country Region Career Pathways II Program special aid fund project budget from \$50,000 to \$140,000, for the period of April 1, 2018 through March 31, 2019, due to an additional award of \$90,000. (Pending a fully executed contract with North Country Workforce Partnership, Inc.) (CV-TEC)

CONTRACTOR/
CONSULTANT
AGREEMENT

(12e) Approve the following Contractor/Consultant Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Staff Development for Educators for obtaining workshops entitled "Climbing the Ladder of Complex Texts – Grades K-2" and "Climbing the Ladder of Complex Texts – Grades 3-8" for BOCES and BOCES component districts in an amount not to exceed \$9,000. The dates for agreement services are November 6 and 7, 2018. (ISC)

MEMORANDUM
OF AGREEMENT

(12f) Approve the following Memorandum of Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and the North Country Workforce Partnership, Inc. (NCWP) under which NCWP will reimburse BOCES for professional services rendered in connection with the North Country Region Career Pathways II Program (NCRCP) in an amount not to exceed \$140,000. The period of the agreement is April 1, 2018 through March 31, 2019. (CV-TEC)

RENTAL LEASE
AGREEMENT

(12g) Approve the following Rental Lease Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Abele Tractor & Equipment Co., Inc. for the rental of an excavator for use by the Mineville Campus Conservation Program. The duration of the agreement will be from October 2018 through June 2019 with an anticipated total expenditure of \$17,900 (the IDA will pay 50% of the total rental cost as one of the project entails work on the Essex County IDA project at the Moriah Business Park). (CV-TEC)

AMENDMENT
AGREEMENT

(12h) Approve the following Amendment Agreement:

1. Amendment to the Agreement between Clinton-Essex-Warren-Washington BOCES and ClearGov, Inc. that was approved at the CVES July 12, 2017 Board meeting. The amendment introduces a new option, ClearGov Budgets, to the product line, and offers the flexibility of enhanced pricing tiers for ClearGov Budgets and ClearGov Insights to BOCES and participating districts. (ISC)

AGREEMENT
INCREASE

(12i) Approve the following Agreement Increase:

1. Increase to the General Staffing Agreement between Clinton-Essex-Warren-Washington BOCES and ETS, Inc. in the amount of \$5,500 for additional hours of clerical support at Management Services. Agreement services will remain in effect until December 1, 2018 with a revised total expenditure not anticipated to exceed \$28,900. (Management Services)

AGREEMENT FOR
CAFETERIA
MEALS SERVICES

(12j) Approve the following Agreement for Cafeteria Meals Services:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Adirondack Community Action Programs, Inc. (ACAP) under which BOCES will provide breakfast and lunch meals to ACAP Head Start students and staff at the Yandon-Dillon Center in Mineville during the 2018-19 school year. ACAP agrees to pay BOCES the following meal prices: \$2.25 for each student breakfast; \$3.45 for each student lunch; \$2.38 for each adult breakfast; \$4.10 for each adult lunch. ACAP will also pay BOCES \$30,000 as their share of the cost for a food service helper position at the Yandon-Dillon cafeteria for the 2018-19 service period. (Management Services)

SNOW REMOVAL
AND SANDING
SERVICES
AGREEMENT
RENEWALS

(12k) Approve the following Snow Removal and Sanding Services Agreement Renewals:

1. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and Provost Trucking and Blacktopping to provide snow removal and sanding services at the Plattsburgh Campus and at the Plattsburgh Satellite Campus for the period of November 1, 2018 through April 30, 2019 at a current estimated cost of \$58,000 (Management Services)

SNOW REMOVAL
AND SANDING
SERVICES
AGREEMENT
RENEWALS
CONTINUED

2. Renewal Agreement between Clinton-Essex-Warren-Washington BOCES and Tony Fernandez, LLC to provide snow removal and sanding services at the Mineville Campus for the period of November 1, 2018 through April 30, 2019 at a current estimated cost of \$7,500 (Management Services)

RETIREMENT
CONTRIBUTION
RESERVE
BALANCE FOR
2018-19

(12L) Approve the following:

1. Based on the estimated 2018-19 contribution rates for the NYS and Local Employees Retirement System (ERS), the Retirement Contribution Reserve (RCR) will be utilized for the payment/accrual of current year ERS obligations in an amount equal only to the 2017-2018 and 2018-2019 accrued interest on the reserve. The RCR shall be maintained at an amount not to exceed \$1,500,000 as of June 30, 2019.

OLD BUSINESS

Audit Committee Meeting minutes from the February 14, 2018 meeting were shared with the Board.

CONSENT
AGENDA
PERSONNEL

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, to approve the following Consent Agenda Personnel items 14a–14L as presented. All Board Members present voted yes—motion carried.

RESIGNATIONS
HARRIGAN,
RABIDEAU

(14a) Accept the following letters of Resignation:

1. Tammy Harrigan, Teacher Aide/Student Aide, effective 9/29/2018
2. Mindy Rabideau, Teacher Aide/Student Aide, effective 9/16/2018

FOUR-YEAR
PROBATIONARY
APPOINTMENTS
FISH, BREYETTE

(14b) Appoint the following person to a Four-Year Probationary Appointment as follows:

1. William Fish, Special Education Teacher, Effective September 1, 2018, Annual Base Salary of \$43, 645.
2. Aubrin Breyette, Special Education Teacher, Effective October 11, 2018, Annual Base Salary of \$43, 645, Prorated Salary of \$37,752.92.

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

RESCIND

(14c) Rescind the following motion:

Rescind the motion that was approved at the September 12, 2018 Board meeting, whereby the Board approved the probationary appointment of Andrea Martino-Mott, Coordinator.

CIVIL SERVICE
 PROVISIONAL
 APPOINTMENT
MARTINO-MOTT

(14d) Appoint the following person(s) to a Civil Service Provisional Appointment as follows:

1. Andrea Martino-Mott, Coordinator (Autism) 80%, Effective September 13, 2018, Annual Base Salary of \$55,176.31, Prorated Salary of \$35,143.07.

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

CIVIL SERVICE
 PROBATIONARY
 APPOINTMENTS
 DAVIS, LINDSAY,
 MARTELL,
CHRISTIAN

(14e) Appoint the following person(s) to a 52-week Civil Service Probationary Appointment as follows:

1. Karen Davis, Account Clerk/Typist, Effective October 11, 2018, Annualized Salary of \$25,184, Prorated Salary of \$18,113.11.
2. Donna Lindsay, Teacher Aide/Student Aide, Effective October 11, 2018, Annualized Salary of \$15,976, Prorated Salary of \$14,049.25.
3. Donald Martell, Custodian, Effective October 11, 2018, Annualized Salary \$29,421, Prorated Salary of \$21,160.49.
4. Margaret Christian, Teacher Aide/Student Aide, Effective October 9, 2018, Annualized Salary of \$15,976, Prorated Salary of \$14,209.81.

PERMANENT
 APPOINTMENTS
KATZFEY, SMITH

(14f) Grant a Permanent Appointment (Civil Service) to the following people:

1. Bethany Katzfey, Teacher Aide/Student Aide, effective October 12, 2018
2. Ciarra Smith, Teacher Aide/Student Aide, effective October 12, 2018

PART-TIME
APPOINTMENTS

(14g) Approve the following Part-Time Allied Health Teacher(s) for the 2018-2019 School Year, effective September 1, 2018 – June 30, 2019:

<u>Name</u>	<u>Position</u>	<u>Annualized Salary</u>	<u>Prorated Salary</u>
Chelsey Bond	Allied Health Teacher 20%	\$35,657	\$7,131.40
Angela Bushey	Allied Health Teacher 40%	\$45,161	\$18,064.40
Catherine Chauvin	Allied Health Teacher 20%	\$37,896	\$7,579.20
Linda Facteau	Allied Health Teacher 40%	\$37,668	\$15,067.20
Ellen Lamora	Allied Health Teacher 20%	\$35,277	\$7,055.40
Nancy Levac	Allied Health Teacher 20%	\$44,516	\$8,903.20

Mallory Mattison	Allied Health Teacher 20%	\$36,394	\$7,278.80
Brenda Moore	Allied Health Teacher 20%	\$36,905	\$7,381.00
Kelly Samolis	Allied Health Teacher 20%	\$36,898	\$7,379.60

TEMPORARY
 GRANT
 APPOINTMENT

(14h) Approve the following Temporary Grant appointments from October 11, 2018 – June 30, 2019:

1. Blake Dashnaw, Work Study Student, not to exceed 160 hours, at the current NYS minimum wage rate (October 11, 2018 – December 30, 2018 at \$10.40/hour; January 1, 2019 – June 30, 2019 at \$11.10).

ADDITIONAL
 WORK

(14i) Approve the following Additional Work for the 2018-2019 School Year, effective July 1, 2018 – June 30, 2019:

IEP Requirements

Erin Burke	IEP Requirements	not to exceed 25 hours (\$37/hour)
Erin Burke	IEP Requirements	not to exceed 31 hours (\$37/hour)
Toni Perez	IEP Requirements	not to exceed 8 hours/month (18/19 school year) (hourly rate)

Room Location Move/Curriculum (compensation as per collective bargaining unit)

Cheryl Spoor	an additional 0.5 day
Todd Menia	not to exceed 2 days
Katy Bidelspach	not to exceed 1 day

TCI Training (hourly rate of pay)

Mary Murphy	not to exceed 3.5 hours
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PBIS \$30/hour

Allison Bola	not to exceed 6 hours
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Curriculum \$30/hour

Faye Dayton	not to exceed 2.5 hours
Laura Denton-Lawrence	not to exceed 2.5 hours
Crystal Rhino	not to exceed 1.5 hours

Stipends (stipend per contract)

Crystal Rhino	New Employee Mentor WAF
Chris Falvey	New Employee Mentor WAF
Ashley Brown	New Employee Mentor WAF, (2 stipends)
Joelle Lucia	New Employee Mentor WAF, (2 stipends)
Louise O'Connell	New Employee Mentor WAF
Angelina Waldron	New Employee Mentor WAF, (3 stipends)
Sue Tourville	New Employee Mentor WAF
Joan McGowan	New Employee Mentor WAF

ADDITIONAL
WORK
CONTINUED

Kim Schafer	New Employee Mentor WAF
Ann Smith	New Employee Mentor WAF
Ann Schmidt	New Employee Mentor WAF
Heather Van Alphen	New Employee Mentor WAF
Cheryl Spoor	New Employee Mentor WAF
Christie Lee	New Employee Mentor WAF
Jennifer Haley	New Employee Mentor WAF, (1 additional stipend)
Sherry Snow	New Employee Mentor CV-TEC
Shelley Boyea	New Employee Mentor P-TECH, (3 stipends)
James LaVoie	PBIS Coordinator WAF
Nicole Santaniello	Skills USA Advisor YD
Nicole Santaniello	Skills USA Co- Advisor CV-TEC
Mark Brown	Skills USA Co- Advisor CV-TEC
Jennifer Parker	Maple Sugaring CV-TEC
Joshua Pierce	Maple Sugaring CV-TEC
Thomas Rodriguez	Maple Sugaring YD
Jennifer Parker	Greenhouse CV-TEC
Michael Guillette	Yearbook Advisor CV-TEC
Dana Porier	NTHS Advisor CV-TEC
Nicole Santaniello	NTHS Advisor YD

SUBSTITUTES

(14j) Approve the following list of Substitutes:

<u>Name</u>	<u>Position</u>
Melodie St. Clair	Teacher
Melodie St. Clair	Teaching Assistant
Michelle Warren	Teacher
Stephanie Riemer	Teacher Aide/Student Aide
Ronnie Cunningham	Teaching Assistant
Dylan Bedard	On Call Custodial Worker
Jay Harney	Bus Driver

FACILITATORS,
CURRICULUM
WRITERS &
SCORERS

(14k) Approve the following list of Facilitators, Curriculum Writers and Scorers for the period of July 1, 2018 through June 30, 2019:

Facilitators (\$30.00/Hour)

David Slater
Kim Mayer
Paul Jebb
Sandra Wilkins
Andrya Heller
Connie Flick

Curriculum Writers (\$25.00/Hour)

Colleen Anstett

Robin Garrow
Jacqueline Whelden

ELA/Math Scorers (\$20.00/hour)
Paul Jebb

AUTHORIZATION
OF INDIVIDUALS
TO COLLECT
MONEY

(14L) Authorize the following individuals to collect money at all CVES locations for the 2018-19 school year:

Special Education – Plattsburgh
Heather VanAlphen – Work Experience Program Activities Monies

RESOLUTION
ESTABLISHING
ABSENTEE VOTER
PROCEDURES

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, to approve the following Resolution Establishing Absentee Ballot Procedures for Voters:

RESOLVED pursuant to Education Law Section 1951(2)(s), and in the absence of regulations from the Commissioner of Education, the Clinton, Essex, Warren, Washington Board of Cooperative Educational Services hereby authorizes the issuance of absentee ballots to eligible voters for the December 11, 2018, Capital Project Referendum in accordance with the following:

1. Forms and Procedures

All forms and procedures used will in general be in accordance with Education Law Section 2018-b, except as otherwise indicated with respect to permanently disabled voters. Absentee ballots will be, as nearly as practicable, in the same form as at a component school district election.

2. Eligibility

Absentee ballots are available to persons who are otherwise qualified voters but will be unable to vote in person for one of the following reasons:

Because of hospitalization, illness, or physical disability;

Because duties, occupation, business or studies require the person to be outside of the county or city of residence on the day of the referendum;

Because the person will be on vacation outside of the county or city of residence on the day of the referendum;

Because the person will be in jail, awaiting grand jury action or trial or confined in prison for other than a felony on the day of the referendum.

The resident spouse, parent, or child, who will accompany or be with a person who is (or

RESOLUTION
ESTABLISHING
ABSENTEE VOTER
PROCEDURES
CONTINUED

would be if a qualified voter) eligible for an absentee ballot, is also entitled to apply for an absentee ballot, provided they are or will be a qualified voter on the date of the referendum.

1. Application Procedure

Applications for absentee ballots will be available in the office of the District Clerk of the BOCES.

The completed application must be received by the BOCES District Clerk at least seven (7) days before the referendum if the ballot is to be mailed to the voter or by the day before the referendum by 3:00 p.m. when the ballot will be picked up personally by or for the voter.

Qualified voters may also request an absentee ballot by a letter signed by the voter as long as the letter is received by the BOCES District Clerk between 30 and 7 days before the referendum. The letter must state the voter's residence address and the address to which the ballot is to be mailed. The BOCES District Clerk will then provide an absentee ballot by first class mail, together with an application form. The absentee ballot will be counted as long as a completed, valid application form is received with the ballot.

A person whose ability to appear personally at the polling place is substantially impaired by reason of permanent illness or physical disability and whose registration record has been marked "permanently disabled" by the County Board of Elections pursuant to the election law shall be entitled to receive an absentee ballot without making a separate application. The BOCES District Clerk will request from the County Board of Elections a list of "permanently disabled" registered voters. By first class mail, the BOCES District Clerk will send an absentee ballot to such voters at the last known address, with a request to the post office not to forward but to return it to the BOCES in five days if it cannot be delivered to the addressee.

The BOCES District Clerk shall examine all applications for absentee ballots. If the BOCES District Clerk is satisfied that the person is a qualified voter and entitled to an absentee ballot, the District Clerk will issue or mail by first class mail an absentee ballot to the applicant. If the District Clerk determines that the applicant is not entitled to an absentee ballot, she/he shall inform the application of such determination and the reasons therefore.

The BOCES District Clerk will maintain a list of persons who have been provided with absentee ballots. This list will be available for inspection during regular office hours until the day of the referendum and posted at the polling place and provided to the clerks and inspections of election during voting hours.

2. Challenges

RESOLUTION
ESTABLISHING
ABSENTEE VOTER
PROCEDURES

Before the day of the referendum, any qualified voter may file with the BOCES District Clerk a written challenge of the qualifications as a voter of any person on the list, stating the reasons for the challenge. The BOCES District Clerk shall deliver those challenges to the election inspectors at the appropriate polling place on the day of the referendum.

After the polls are closed, such election inspectors, by majority vote, shall make a determination concerning any challenges to an absentee ballot.

3. Casting Ballots

Absentee ballots must be received by the BOCES District Clerk no later than 5:00 p.m. on the date of the referendum. The envelopes shall be delivered to the inspectors of election to be verified and included in the canvas of votes. The names of all persons who submitted absentee ballots shall be added to the poll list.

After the polls are closed, the inspectors of election shall examine the absentee ballot envelopes. An absentee ballot will be determined invalid for the following reasons and returned to the District Clerk unopened:

- (a) If a person whose name is on an envelope as an absentee voter shall have already voted in person;
- (b) If there is no signature on the envelope.

If the inspectors of election open an envelope and there is no absentee ballot in the envelope, the inspectors will indicate on the envelope that the ballot is missing.

If the person has not voted in person on the day of the referendum, and if no objection is made or if made, is not sustained by the inspectors, the ballot shall be deposited unopened in a ballot box, and counted with the ballots therein

The number of absentee ballots shall determine by counting the number of envelopes opened and subtracting the number of missing ballots, if any. The return of the inspectors shall separately report the number of envelopes received and the number of missing ballots.

All of the ballots deposited in such ballot box shall be counted together and included in the results of the referendum. All Board Members present voted yes—motion carried.

ELECTION
INSPECTOR
RATES

Mr. Murdock moved, seconded by Mrs. Saunders, that the Board approve a rate of \$12.50/hour for Election Inspectors and a rate of \$13.50/hour for Head Election Inspectors, working the Capital Project vote on December 11, 2018 and corresponding training session. All Board Members present voted yes—motion carried.

STUDENT
TRANSPORTATION
COOPERATIVE
AGREEMENT
RESOLUTION

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, that the Board approve the Student Transportation Cooperative Agreement Resolution which has been reviewed by the CVES attorney and insurance agent. All Board Members present voted yes—motion carried.

RESOLUTION

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, that the Board approve the following resolution:

RESOLVED, that the Board President and the District Superintendent are hereby authorized to execute documents relating to the General Release with Paul Risetto and Rachel Risetto in the action pending in the U.S. District Court for the Northern District of New York at No. 8:15-CV-00720-CFH, including releases of claims, upon advice of counsel. All Board Members present voted yes—motion carried.

DISTRICT SUPT.
UPDATE

Dr. Davey first informed the Board that a Merger Advisory Vote recently passed involving the Elizabethtown-Lewis and Westport Central School Districts. He is working with SED and the districts on the next step, which will be a second, binding Centralization Vote on December 4, 2018 to determine if the two districts will merge together or not. Next, the Board was given copies of the CVES Sexual Harassment Policy which will be updated for the November 2018 Board meeting to include additional mandated language. Third, Dr. Davey listed the following upcoming School Board Professional Development and Conferences:

- NYSSBA Annual Conference – October 25-27, 2018 - NYC
- CEWW School Boards Presentation - November 15, 2018 - “Supporting Student Mental Health by Partnering with Community Agencies” – Westside Ballroom
- Rural Schools Association Statewide Winter Conference – December 14, 2018 - “Rural Student Mental Health & Safety” – Lake Placid

Lastly, Dr. Davey shared a list of recent and upcoming component district visits for October and early November as part of CVES Capital Project initiative.

OTHER

Mrs. Linda Gonyo-Horne inquired about the establishment of a potential backpack program for CVES. Dr. Davey shared that CVES’ administrators and he are very supportive of the program, and Mrs. Bonnie Berry and others are now working to gather additional details and finalize the specifics prior to Board approval. Mrs. Berry shared that she is working with the JCEO and Community Action Angels to help establish the program.

NEXT BOARD
MEETING

The next Board meeting will be held on Wednesday, November 14, 2018, at the Yandon-Dillon Center in Mineville. An anticipated Executive Session will begin at 6:30 p.m., with the monthly meeting to follow.

ADJOURNMENT

Mr. St. Pierre moved, seconded by Mr. Murdock, to adjourn the meeting at 10:23 p.m. All Board Members present voted yes—motion carried.

Meaghan DeWalt, Board Clerk

DRAFT

DRAFT

ENC. 2

MEMO

To: Meaghan Rabideau, BOCES Board Clerk
Clinton-Essex-Warren-Washington BOCES
From: Angela Jennette, Claims Auditor
Date: November 2, 2018
Re: Report for Board Agenda for November 14, 2018 Meeting

The following warrant claims were reviewed from October 1, 2018 to November 1, 2018:

<u>Warrant No. & Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #14 - 10/04/2018	*Check Nos: 221400-221473**	\$ 311,300.31
W #15 - 10/11/2018	*Check Nos: 221526-221583**	\$ 747,775.95
W #16 - 10/18/2018	*Check Nos: 221586-221678	\$ 340,428.29
W #17 - 10/25/2018	*Check Nos: 221679-221760**	\$ 495,273.13
W #18 - 10/31/2018	*Check Nos: 221813-221900	\$ 149,334.24

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

IRS-EFTPS: PR #7- Wire #941-092818- Warrant #14;
PR #8- Wire #941-101518- Warrant #16;

NYS Promptax: PR #7- Wire #NYS-092818- Warrant #14;
PR #8- Wire #NYS-101518- Warrant #16;

American Express Wire: Wire #AMEX102418- Warrant #17;

Omni Financial Group: PR #8- Wire #OMN-101518- Warrant #16;
PR #9- Wire #OMN-103118- Warrant #18;

NYS Office of Comptroller ERS Retirement & Loans: PR #6&7- Wire #ERS-SEPT18-Warrant #14;

<u>Health Insurance Consortium Payments:</u>		<u>CEWW Workers Compensation Payments:</u>	
10/4/18	\$ 1,375,179.92	10/31/18	Check #1049 \$4,897.00
10/11/18	\$ 2,096,789.94		
10/18/18	\$ 1,454,992.49		
10/25/18	\$ 1,433,221.17		
11/1/18	\$ 1,378,151.63		

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

Internal Claims Auditor
(Signature) _____

Angela Jennette

CC: Eric Bell
Christine Myers

Date	Warrant	Vendor #	Claim Audit Finding:	Summary Business Office Response:	Resolution/Options:
10/03/18	Pending W#14	14270	Unit price not in line with Purchase Order.	Will correct pricing on Purchase Order.	Removed from final warrant.
10/03/18	Pending W#14	7895	Missing voucher on schedule per Ok to Pay.	Will correct and list voucher when received.	Removed from final warrant.
10/03/18	Pending W#14	13460	Missing Directors explanation for purchase per Wellness Policy.	Obtained Director explanation.	Approved for final warrant.
10/04/18	Final W#14				\$311,300.31
10/10/18	Pending W#15	14270	Unit price not in line with Purchase Order.	Pulled to correct pricing; working with vendor on pricing.	Removed from final warrant.
10/10/18	Pending W#15	13056	Please have employee used the word home instead of township for commute deduct.	Will notify employees on how to complete form correctly.	Approved for final warrant.
10/11/18	Final W#15				\$747,775.95
10/17/18	Pending W#16	11843	Why are we paying unemployment on an employee that resigned a year ago?	This will be evaluated by the ASMS to determine if there is an error. However in order to avoid penalties for not paying we need to pay at this time. A system will be established to monitor unemployment claims.	Approved for final warrant.
10/17/18	Pending W#16	7325	Is there a way to fix what invoices are caught in SPAM causing late payments?	Working on a fix to ensure invoices are received through email.	Approved for final warrant.
10/18/18	Final W#16				\$340,428.29
10/24/18	Pending W#17	918	Why didn't credit get applied in previous month/	Vendor was not responding after multiple attempts. Didn't realize account had to be paid in full to avoid late fees. Situation has not occurred before, however steps have been put in place to avoid rush situation again.	Approved for final warrant.
10/24/18	Pending W#17	14768	Travel claim over 60 days old.	Memo issued to employee.	Approved for final warrant.
10/24/18	Pending W#17	1766	Incomplete mileage form.	Form completed.	Approved for final warrant.
10/24/18	Pending W#17	11780	Date of conference missing on face of Purchase Order and registration fee does not match Purchase Order amount.	Will have dates put on future Purchase Orders and verified price being paid is correct.	Approved for final warrant.
10/25/18	Final W#17				\$495,273.13
10/30/18	Pending W#18	1356	Would it be more efficient to have 1 Conference Approval form for all attendees to the same conference?	Unless there are 5 or more people going to the same conference. We do not require consideration of one approval. In many instances, people are unsure if they are attending, when they are attending, so sometimes they prefer to do separately for simplicity on their end. We will strongly encourage use of one approval for all employees when feasible.	Approved for final warrant.
10/30/18	Pending W#18	5940	Director has been doing many "Ok to Pays" on claims for facility items. Would it be better to have facility do their own "Ok to Pays" on items they have requested?	Spoke with Accounts Payable and Division Accountants about situation. Division Directors should not be signing as "Ok to Pay" unless they are the direct recipients of goods and services.	Approved for final warrant.
10/30/18	Pending W#18	14460	No justification written on items in question Per Wellness Policy.	Justification/Rationale obtained and attached.	Approved for final warrant.
10/31/18	Final W#18				\$149,334.24

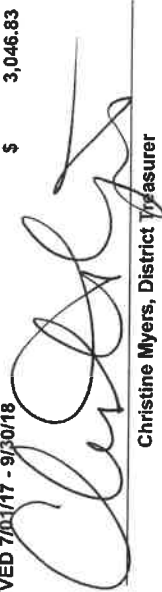
**CLINTON-ESSEX-WARREN-WASHINGTON BOCES
TREASURER'S REPORT - SEPTEMBER 30, 2018**

	Cash Balance August 31, 2018	Cash Receipts September	Cash Disbursements September	Cash Balance September 30, 2018	Cash Receipts Year To Date	Cash Disbursements Year To Date	Cash Balance September 30, 2018
i. CHECKING ACCOUNTS							
<u>TD Bank - Depository</u>							
General Fund	\$ 6,080,441.54	\$ 8,237,328.59	\$ 9,048,254.29	\$ 5,269,515.84	\$ 13,270,555.98	\$ 12,939,799.55	\$ 5,269,515.84
Special Aid Fund	\$ (656,332.14)	\$ 146,291.75	\$ 140,589.96	\$ (650,630.35)	\$ 392,297.31	\$ 813,560.19	\$ (650,630.35)
Trust & Agency Fund	\$ 8,720.38	\$ 207,682.95	\$ -	\$ 216,403.33	\$ 211,641.98	\$ 74,116.09	\$ 216,403.33
School Lunch Fund	\$ (3,835.75)	\$ 452.50	\$ 10,232.01	\$ (13,615.26)	\$ 8,281.55	\$ 14,638.08	\$ (13,615.26)
Capital Fund	\$ (1,159.19)	\$ -	\$ -	\$ (1,159.19)	\$ -	\$ -	\$ (1,159.19)
Private Purpose Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ 3,415.52	\$ 3,415.52	\$ -
<u>TD Bank - Operating</u>							
General	\$ 145,253.10	\$ 8,997,882.11	\$ 8,822,709.74	\$ 320,425.47	\$ 13,659,922.62	\$ 13,452,365.90	\$ 320,425.47
SAVINGS ACCOUNTS							
<u>NYCLASS</u>							
Trust Fund Non-Expendable	\$ 11,294.53	\$ 17.68	\$ -	\$ 11,312.21	\$ 52.84	\$ -	\$ 11,312.21
Private Purpose Trust Fund	\$ 10,876.38	\$ 17.01	\$ -	\$ 10,893.39	\$ 51.41	\$ 500.00	\$ 10,893.39
TOTAL CASH ON HAND	\$ 5,595,258.85			\$ 5,163,145.44	\$ 27,546,219.21	\$ 27,298,395.33	\$ 5,163,145.44

	September 30, 2018 Bank Balance	Add: Deposits in Transit	Less: Outstanding Checks	September 30, 2018 Cash Balance
ii. RECONCILIATION TO BANK STATEMENTS				
TD BANK - MUNICIPAL CHECKING - OPERATING	\$ 2,042,313.13	\$ 135.00	\$ (1,722,022.66)	\$ 320,425.47
TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT	\$ 3,895,708.42	\$ 924,805.95	\$ -	\$ 4,820,514.37
NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP	\$ 479.75	\$ -	\$ -	\$ 479.75
NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP	\$ 679.50	\$ -	\$ -	\$ 679.50
NYCLASS - SAVINGS, JWH SCHOLARSHIP	\$ 11,312.21	\$ -	\$ -	\$ 11,312.21
NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP	\$ 16.40	\$ -	\$ -	\$ 16.40
NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP	\$ 9,717.74	\$ -	\$ -	\$ 9,717.74
TOTAL CASH ON HAND				\$ 5,163,145.44

GENERAL FUND INTEREST RECEIVED 7/01/17 - 9/30/18 \$ 3,046.83

PREPARED BY:


Christine Myers, District Treasurer

DATED:


10/25/18

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

FOR THE PERIOD 09/01/2018 TO 09/30/2018

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	4,830.67	4,830.67	427.00	5,257.67	0.00	5,257.67
SKILLS USA - MINEVILLE	1,028.09	1,028.09	0.00	1,028.09	0.00	1,028.09
NO. COUNTRY LOGGERS	608.58	608.58	0.00	608.58	0.00	608.58
IMAGE MAKERS	0.00	0.00	0.00	0.00	0.00	0.00
REFLECTIONS	247.30	247.30	0.00	247.30	0.00	247.30
LPN CLASS	1,265.06	1,265.06	0.00	1,265.06	0.00	1,265.06
ANIMAL SCIENCE	553.30	553.30	0.00	553.30	0.00	553.30
RAZOR'S EDGE	699.26	699.26	0.00	699.26	0.00	699.26
SALES TAX	9.78	9.78	0.00	9.78	0.00	9.78
TOTAL	9,242.04	9,242.04	427.00	9,669.04	0.00	9,669.04

09/30/2018 Bank Balance \$ 9,669.04
 Add: Deposits in Transit \$ -
 Less: Outstanding Checks \$ -
 09/30/2018 Balance on Hand \$ 9,669.04


 CHRISTINE MYERS, DISTRICT TREASURER

10/10/18
 DATE

ENC. 6

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

1. Labor Relations – Franklin-Essex-Hamilton BOCES budget in the amount of \$57,493 for the 2018-2019 school year, to accommodate cross contracts with FEH BOCES. (Northeastern-Clinton and Northern Adirondack). (Co-Ser 648 – Management Services)

ENC. 7

Recommend that the Board approve the following Cross-Contract Budget increase:

1. Substitute Coordination – Franklin-Essex-Hamilton BOCES budget from \$3,530 to \$27,328 for the 2018-2019 school year, to accommodate for additional cross contracts with FEH BOCES. (Beekmantown and Schroon Lake) (Co-Ser 618 – Management Services)

ENC. 8

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

1. Supplemental Nutrition Assistance Program (SNAP) Employment & Training Venture IV special aid fund project in the amount of \$300,000 for the period of October 1, 2018 through September 30, 2019 (pending a fully executed contract with NYS). (CV-TEC)
2. WIOA, Title II, Adult Basic Education & Literacy Services special aid fund project, in the amount of \$60,182, for the period of July 1, 2018 through June 30, 2019. (CV-TEC)
3. Core Rehabilitation Services (CRS) special aid fund project, in the amount of \$299,652, for the period of January 1, 2019 through December 31, 2019 (Pending an approved contract with NYS). (Special Education)

ENC. 9

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and A.P.L. Associates for the purpose of obtaining Instructional Skills Level I Workshops, Instructional Skills Level II Workshops, and Instructional Skills Refresher Workshops for BOCES and BOCES component districts in an amount not anticipated to exceed \$35,000. The workshop dates are December 18 & 19, 2018; January 29, 30 & 31, 2019; and March 12, 13 & 14, 2019. (ISC) (attached)

ENC. 9

CHAMPLAIN VALLEY EDUCATIONAL SERVICES INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

AGREEMENT made this 18th day of October 2018, by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and A.P.L. Associates, with an office and place of business at P.O. Box 250, Camillus, NY 13031, hereinafter be collectively referred to as "THE PARTIES."

BOCES desires to have certain services and activities described as follows: **Instructional Skills Level I Workshop** scheduled from 8:30 a.m. to 2:30 p.m., at the Instructional Services Center, 14 Area Development Drive, Suite 100, Plattsburgh, NY 12901 on December 18 and 19, 2018 and January 29, 30 and 31, 2019; **Instructional Skills Level II Workshop** scheduled for March 12, 13 and 14, 2019 at the same time and same location as the above-mentioned workshop; and an **Instructional Skills Refresher Workshop** scheduled for March 13, 2019 also, at the same time and same location as the above-mentioned workshops. The total cost of these workshops will be \$3,400/day consultant fee plus travel-related expenses. **Any of the above mentioned dates may be rearranged or cancelled at the mutual consent of the parties.**

A.P.L. Associates 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:** A.P.L. Associates 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 dates.
2. A.P.L. Associates shall perform the SERVICES described above, all such SERVICES being the responsibility of A.P.L. Associates and those in A.P.L. Associates' employ.
3. A.P.L. Associates is free to devote their attention to the SERVICES as they see fit and are not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. A.P.L. Associates represents and warrants that neither A.P.L. Associates nor any of A.P.L. Associate's employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.
5. A.P.L. Associates 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. A.P.L. Associates shall provide the supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. **INSURANCE:** A.P.L. Associates agrees to provide BOCES with a Certificate of Insurance which meets the requirements set forth in Attachment I, or a Hold Harmless Form prior to commencement of SERVICES. A.P.L. Associates acknowledges that failure to obtain such insurance on behalf of BOCES

constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.

8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. A.P.L. Associates' fee shall be all inclusive, and shall be limited to \$30,600.00 consultant fees plus travel-related expenses and paid as follows: BOCES will render payment for costs of services/consultant fee in three installments on the last day of each training segment. A first payment of \$6,800.00 will be made on December 19, 2018. A second payment of \$10,200.00 will be made on January 31, 2019. A third and final payment of \$13,600.00 will be made on March 14, 2019. Any travel expenses will be paid to A.P.L. Associates within 30 days of receipt of invoice. Such fees shall not be subject to modification based on the number of hours devoted by A.P.L. Associates to the project.
9. INDEPENDENT CONTRACTOR: A.P.L. Associates 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: A.P.L. Associates 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 A.P.L. Associates with Internal Revenue Service Form 1099. A.P.L. Associates 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 A.P.L. Associates or to anyone else beyond funds appropriated and available for this AGREEMENT.
15. TERMINATION: This AGREEMENT will terminate upon submission by A.P.L. Associates of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of A.P.L. Associates to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by A.P.L. Associates.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____ 2018.

Date: _____

Date: 10/26/18

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

A.P.L. Associates

By: _____

sign Here
Dr. Davey

By: _____

Mark C. Davey
District Superintendent

A.P.L. Associates

Date: _____

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

sign Here
Mr. Barcomb

By: _____

Larry Barcomb
CVES Board President



INSTRUCTIONAL SERVICES CENTER
Teri Calabrese-Gray
Assistant Superintendent for Instruction
and 21st Century Learning
gray_teri@cves.org
518-561-0100
FAX 518-561-0240

CVES MISSION

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

**HOLD HARMLESS
PROFESSIONAL CONSULTANT**

The APL Associates hereby agrees to defend, indemnify and hold
(Name of Consultant)

harmless the Clinton-Essex-Warren-Washington BOCES from and against
any and all liability, damage, claim or action, to the extent permissible by
law, arising out of operations performed or services provided by the
contractor under the contract, including the transportation of students.

Teresa Calabrese-Gray

CEWW BOCES
Teresa Calabrese-Gray
Assistant Superintendent
Print Name/Title

10/29/18
Date

David J. Perry
Consultant

DAVID J. PERRY
Print Name/Title

10/26/18
Date

ENC. 10

Recommend that the Board approve the following Contract Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and the NYS Education Department for a Core Rehabilitation Services contract through the Office of Adult Career and Continuing Education Services – Vocational Rehabilitation (ACCES-VR). The contract shall be a multi-year agreement commencing January 1, 2019 and ending December 31, 2023 with a projected amount of funding for the entire period of \$1,553,285. The initial contract term commences January 1, 2019 and ends December 31, 2019. The funding amount paid to BOCES for this term shall be \$299,652 (pending approval from the NY State Education Department). (Special Education) (attached)

ENC. 11

Recommend that the Board approve the following Contract Amendment Agreement:

1. Amendment Agreement between Clinton-Essex-Warren-Washington BOCES and the NYS Office of Temporary and Disability Assistance (OTDA) for a contract amendment to fund the Supplemental Nutrition Assistance Program Employment & Training Venture IV Program (“SNAP E&T”) Agreement that runs from October 1, 2016 through September 30, 2021. This modification shall be for funding to support the current program cycle in the amount of \$300,000 for the term of October 1, 2018 through September 30, 2019. (CV- TEC) (attached)

ENC. 12

1. Recommend that the Board adopt the Adult Breakfast cost of \$2.75 (includes sales tax) and Adult Lunch cost of \$4.25 (includes sales tax) for the 2018-2019 school year. These prices are in compliance with the New York State Education Department. (Mineville)

2. Recommend that the Board adopt the following costs for second meals for students. A cost of \$2.25 for a Second Breakfast and \$3.45 for a Second Lunch. First meals are free for students under the Community Eligibility Provision (CEP). (Mineville)

ENC. 13

Committees

May 9, 2018 Audit Committee Meeting Highlights (informational) (attached)

ENC. 14

Recommend that the Board accept the following letters of Resignation for the purpose of Retirement:

1. Beth Wister, Visually Handicapped Teacher, Effective June 19, 2018 (health in retirement)
2. Kimberly Schafer, Teaching Assistant, Effective June 27, 2019 (health in retirement)

ENC. 10

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Education Department 89 Washington Avenue Room 503W - EB Albany, NY 12234	BUSINESS UNIT/DEPT. ID: SED01/3300200 CONTRACT NUMBER: C013416 CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Clinton-Essex-Warren-Washington BOCES	TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME: Clinton-Essex-Warren-Washington BOCES	PROJECT NAME: 2019-2023 Core Rehabilitation Services.
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002455 Federal Tax ID Number: 146004054 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 1585 Military Turnpike PO Box 455 Plattsburgh, NY 12901- CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 093000000100 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: N/A Exemption Status/Code: <input type="checkbox"/> Sectarian Entity

Contract Number: # C013416

Page 1 of 2, Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: January 1, 2019 To: December 31, 2023

CURRENT CONTRACT PERIOD

From: January 1, 2019 To: December 31, 2023

AMENDED TERM:

From: To:

AMENDED PERIOD

From: To:

CONTRACT FUNDING AMOUNT

(*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount):

CURRENT: \$1,553,285.00 estimated value

AMENDED:

FUNDING SOURCE (S)

- State
- Federal
- Other

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	1/1/19 – 12/31/19	\$ 299,652.00		
2	1/1/20 – 12/31/20	\$ 299,652.00		
3	1/1/21 – 12/31/21	\$ 308,642.00		
4	1/1/22 – 12/31/22	\$ 317,901.00		
5	1/1/23 – 12/31/23	\$ 327,438.00		

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants
- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1 (A) Expenditure Based Budget (Amendment)
 - B-2 (A) Performance Based Budget (Amendment)
 - B-3 (A) Capital Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Attachment R: Data Security and Privacy Plan
- Attachment S: Parents' Bill Of Rights for Data Privacy And Security
- Attachment S-1: Attachment To Parents' Bill Of Rights for Contracts Involving Disclosure of Certain Personally Identifiable Information

Contract Number: # C013416

Page 2 of 2, Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Clinton-Essex-Warren-Washington BOCES

By: _____

Larry Barcomb / Dr. Mark Davey

Printed Name

Title: Board President / District Superintendent

Date: _____

THE PEOPLE OF THE STATE OF NEW YORK

MaryEllen Elia
Commissioner of Education

sign Here
Both

By: _____

Alison B. Bianchi, Shannon Tahoe or Aaron Baldwin
Authorized Contract Officers

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C013416

Page 1 of 1, Master Contract for Grants Contract, Signature Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid,

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the

purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. **Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. **Grounds:**

a) **Mutual Consent:** The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) **Cause:** The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) **Non-Responsibility:** In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor’s expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Master Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the

applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

⁴ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁸Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally

begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions

shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the

provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided

to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A- 87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality:

The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and

Applications, and New York State Enterprise IT Standard NYS-S08- 005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92- 261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The

Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.
6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:
 - a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b) the State's discovery of any material information which pertains to the Contractor's responsibility.
7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1-A

AGENCY SPECIFIC TERMS AND CONDITIONS FOR
NEW YORK STATE EDUCATION DEPARTMENT GRANT CONTRACTS

General

- A. In the event that the Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. This agreement is subject to applicable Federal and State Laws and regulations and the policies and procedures stipulated in the NYS Education Department Fiscal Guidelines found at <http://www.nysed.gov/cafe/>.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.
- D. Funds provided by this contract may not be used to pay any expenses of the State Education Department or any of its employees.

Safeguards for Services and Confidentiality

- A. Notwithstanding Standard Terms and Conditions IV (G) (3), any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- C. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- D. No fees shall be charged by the Contractor for training provided under this agreement.
- E. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- F. All inquiries and requests regarding this agreement shall be directed to the Program Contact or Fiscal Contact shown on the Grant Award included as part of this agreement.
- G. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.
- H. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

NEW YORK STATE EDUCATION DEPARTMENT
Adult Career and Continuing Education Services - Vocational Rehabilitation
ATTACHMENT B-2 Performance Based Budget

Budget Period: Year 1 of 5 - January 1, 2019 through December 31, 2019

Agency Name:	Clinton-Essex-Warren-Washington BOCES		
Contract Number:	C013416	ACCES-VR Vendor Code:	036773
		HQ Region Number:	2

Code	Service Description	Unit Type	Drop-Out /No Show Rate Applies ²	Passed Scvs.	Rate Per Unit ¹
Entry Services:					
No Code	Level I - Entry Services Level I - Orientation (Services to Groups)	Per Session	N/A	<input checked="" type="checkbox"/>	\$300.00
118X	Level II - Entry Services Level II - Assistance with Application Process and Gathering Medicals	Flat Rate	N/A	<input checked="" type="checkbox"/>	\$175.00
Assessment Services:					
120X	Career Exploration Assessment	Per Hour, Up to 10 Hrs.	Yes	<input checked="" type="checkbox"/>	\$80.00
121X	Post-Secondary Counseling for Students	Per Hour, Up to 10 Hrs.	Yes	<input checked="" type="checkbox"/>	\$96.00
122X	Job Exploration Counseling for Students	Per Hour, Up to 10 Hrs.	Yes	<input checked="" type="checkbox"/>	\$96.00
110X	Diagnostic Vocational Evaluation (DVE) / Community Based Situational Assessment (CBA)	Per Day, Up to 15 Days	Yes	<input checked="" type="checkbox"/>	\$75.00
112X	Community Based Workplace Assessment (CBWA)	Per Hour, 10-20 Hrs Std, 40 Hrs Max.	Yes	<input checked="" type="checkbox"/>	\$65.00
100X	Standardized Testing / Specialized Evaluations	Per Hour, Up to 10 Hrs.	Yes	<input type="checkbox"/>	\$131.00
Job Preparation Services:					
175X	Benefits Advisement	Per Hour, Up to 10 Hrs.	Yes	<input type="checkbox"/>	\$47.00
123X	Self-Advocacy for Employment	Per Hour, Up to 15 Hrs.	Yes	<input checked="" type="checkbox"/>	\$50.00
124X	Self-Advocacy for Students	Per Hour, Up to 10 Hrs.	Yes	<input checked="" type="checkbox"/>	\$60.00
125X	Work Readiness 1 - Soft Skills Training	Per Hour, Std 15 Hrs, Max 60 Hrs	Yes	<input checked="" type="checkbox"/>	\$50.00
126X	Work Readiness 1 - Soft Skills Training- Deaf Services	Per Hour, Std 15 Hrs, Max 60 Hrs	Yes	<input checked="" type="checkbox"/>	\$90.00
127X	Work Readiness 1 - Soft Skills Training- Students	Per Hour, Std 15 Hrs, Max 60 Hrs	Yes	<input checked="" type="checkbox"/>	\$60.00
625X	Work Readiness 2 - Skill Development	Per Day, Up to 40 Days	Yes	<input type="checkbox"/>	\$60.00
630X	Work Readiness 3 - Skill Development and Work Experience	Per Day, Up to 60 Days	Yes	<input type="checkbox"/>	\$60.00
Job Placement Services:					
559X	Work Experience Development	Flat Fee	D.O - .20 Unit	<input checked="" type="checkbox"/>	\$600.00
557X	Work-Based Learning Experience Development for Students	Flat Fee	D.O - .20 Unit	<input checked="" type="checkbox"/>	\$720.00
958X	Community Work Experience	Per Hour, Up to 320 Hours	N/A	<input checked="" type="checkbox"/>	\$19.00
963X	Work-Based Learning Experience for Students	Per Hour, Up to 320 Hours	N/A	<input checked="" type="checkbox"/>	\$21.00
959X	Coaching Supports for Employment	Per Hour	Yes	<input checked="" type="checkbox"/>	\$46.00
563X	Coaching Supports for Employment - Deaf Services	Per Hour	Yes	<input checked="" type="checkbox"/>	\$55.00
964X	Work-Based Training	Per Hour	Yes	<input checked="" type="checkbox"/>	\$55.00
510X	Employment Customization	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$1,350.00
921X	Direct Placement Intake	Flat Fee, Per Intake	N/A	<input checked="" type="checkbox"/>	\$175.00
929X	Job Seeking and Development	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$775.00
935X	Job Seeking and Development - Deaf Services	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$1,900.00
931X	Job Placement	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$1,025.00
936X	Job Placement - Deaf Services	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$1,900.00
932X	Job Retention	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$1,025.00
937X	Job Retention - Deaf Services	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$1,900.00
933X	Quality Wage Incentive for Provider	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$550.00

NEW YORK STATE EDUCATION DEPARTMENT
Adult Career and Continuing Education Services - Vocational Rehabilitation
ATTACHMENT B-2 Performance Based Budget

Budget Period: Year 1 of 5 - January 1, 2019 through December 31, 2019

Agency Name:	Clinton-Essex-Warren-Washington BOCES		
Contract Number:	C013416	ACCES-VR Vendor Code:	036773
		HQ Region Number:	2

Code	Service Description	Unit Type	Drop-Out /No Show Rate Applies 2	Passed Scvs.	Rate Per Unit 1
Assistive Technology/Rehabilitation Technology Services:					
165X	Assistive Technology / Rehabilitation Technology Evaluation	Per Hour, Up to 20 Hrs.	Yes	<input checked="" type="checkbox"/>	\$86.00
167X	Assistive Technology / Rehabilitation Technology Training	Per Hour, Up to 20 Hrs.	Yes	<input checked="" type="checkbox"/>	\$86.00
Driver Rehabilitation Services:					
142X	Vendor Travel for Driver/Vehicle Evaluation or Training	Per Hour, Up to 10 Hrs.	N/A	<input type="checkbox"/>	\$49.00
133X	Adaptive Driver Evaluation - Low Tech - Car or Van	Per Hour, Up to 10 Hrs.	Yes	<input type="checkbox"/>	\$188.00
134X	Adaptive Driver Evaluation - High Tech - Car or Van	Per Hour, Up to 10 Hrs.	Yes	<input type="checkbox"/>	\$363.00
880X	Adaptive Driver Training - Low Tech - Car or Van	Per Hour, Up to 20 Hrs.	Yes	<input type="checkbox"/>	\$88.00
881X	Adaptive Driver Training - High Tech - Car or Van	Per Hour, Up to 20 Hrs.	Yes	<input type="checkbox"/>	\$287.00
Adjunct Services:					
790X	Coaching Supports - Not Job Placement Related	Per Hour	Yes	<input checked="" type="checkbox"/>	\$60.00
792X	Communication Coaching Supports	Per Hour	Yes	<input checked="" type="checkbox"/>	\$80.00
***M	Mobility Training 3	Per Hour, Up to 10 Hrs.	Yes	<input checked="" type="checkbox"/>	\$25.00
***V	Transportation 1 - Facility Coordinated 3	Actual Cost	N/A	<input type="checkbox"/>	
***T	Transportation 2 - Facility Provided 3	Flat Rate, Round Trip	N/A	<input checked="" type="checkbox"/>	\$45.00
Supported Employment Intensive Services:					
571X	Supported Employment Intake	Flat Fee, Per Intake	N/A	<input checked="" type="checkbox"/>	\$175.00
572X	Supported Employment Pre-Employment Assessment / Job Development	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$1,750.00
573X	Supported Employment Job Placement Day 5	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$1,350.00
574X	Supported Employment Job Placement Day 45	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$1,375.00
575X	Supported Employment Job Retention	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$2,350.00
576X	Supported Employment Job Retention - Hours Per Week	Flat Fee	N/A	<input checked="" type="checkbox"/>	\$600.00
Supported Employment Extended Services:					
582X	Extended Supported Employment for Youth	Per Year, Prorated \$220/Mo.	N/A	<input checked="" type="checkbox"/>	\$2,640.00
578X	Extended Supported Employment	Per Year, Prorated \$220/Mo.	N/A	<input checked="" type="checkbox"/>	\$2,640.00

2019 Estimated Non-Supported Employment Budget	\$106,580.00
2019 Estimated Intensive Supported Employment Budget	\$129,923.00
2019 Estimated Extended Supported Employment for Youth Budget	\$18,480.00
2019 Estimated Extended Supported Employment for Adults Budget	\$44,669.00
2019 Estimated Total Budget	\$299,652.00
Estimated Contract Value Remaining for Years 2-5	\$1,253,633.00
Estimated 2019-2023 Contract Value	\$1,553,285.00

Notes:

- 1: Rates are based on the agency's administrative office location (HQ) regardless of region served.
- 2: Where allowed, no-shows may be billed for one half hour of direct service, or if there is no hourly rate, a flat fee of \$30.00 will be paid provided the contract service provider meets the criteria specified in Attachment D. The fee will be authorized and billed on the VR-370 with the primary service 3-digit code attached to the support code D. In the case of drop-outs, billing should be prorated at the hourly or daily rate associated with the service with submission of appropriate documentation and information regarding last contact with the participant to the VRC. 559X and 557X will be prorated at 20% (.2 unit reported).

3: ***** Indicates the primary service 3-digit code will be attached to the support code M,V or T.

Contract Number: # C013416

NEW YORK STATE EDUCATION DEPARTMENT
 Adult Career and Continuing Education Services - Vocational Rehabilitation
 ATTACHMENT B-2 Performance Based Budget

Multi-Year Budget Summary - January 1, 2019 through December 31, 2023

Agency Name:	Clinton-Essex-Warren-Washington BOCES				
Contract Number:	C013416	ACCES-VR Vendor Code:	036773	HQ Region Number:	2

Service Category	2019 Estimated Budget	2020 Estimated Budget	2021 Estimated Budget*	2022 Estimated Budget*	2023 Estimated Budget*	5 Year Estimated Contract
Non-Supported Employment Services	\$106,580	\$106,580	\$109,777	\$113,070	\$116,462	\$552,469
Supported Employment Intensive Services	\$129,923	\$129,923	\$133,821	\$137,836	\$141,971	\$673,474
Supported Employment Extended for Youth	\$18,480	\$18,480	\$19,034	\$19,605	\$20,193	\$95,792
Supported Employment Extended for Adults	\$44,669	\$44,669	\$46,009	\$47,389	\$48,811	\$231,547
Estimated Totals	\$299,652	\$299,652	\$308,642	\$317,901	\$327,438	\$1,553,285

*Estimated with 3% Cost of Living Adjustment applied to rates. Subject to ACCES-VR's discretion and to availability of funds. Please refer to the Cost of Living Adjustment terms in Attachment D - Payment and Reporting Schedule for more information.

ATTACHMENT C

Program Work Plan

The Contractor shall perform all of the work as described in this Agreement, in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Contract. The Contractor shall perform the work in accordance with professional standards and with the diligence and skill expected of a consultant with extensive experience in the performance of the work herein described. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this agreement.

PROGRAM DESCRIPTION:

The Contractor will provide rehabilitation services as listed in Attachment B-2 and in RFP #GC18-004 and is contained in the CRS Program Guide as found on the following CRS web site: <http://www.acces.nysed.gov/vr/core-rehabilitation-services> and in accordance with all other applicable rules and regulations for the services.

Adult Career and Continuing Education Services (ACCES) purchases the following service categories under its Core Rehabilitation Services (CRS):

- **Entry Services** - Individuals with disabilities are assisted by providers with initial activities for entry into ACCES-VR services, thereby expediting the application process, and expanding the potential number of individuals to be served by ACCES-VR. This assistance may include general orientation services and/or gathering and documenting information necessary for the ACCES-VR counselor to determine eligibility.
- **Assessment Services** - Assessment services are designed to obtain information that will help clarify ACCES-VR eligibility questions, and/or assist both the consumer and ACCES-VR counselor in the development of an appropriate IPE goal. Assessment information evaluates consumer skills, aptitudes, interests, capacities, behaviors, work readiness and functional limitations and provides suggested vocational options in keeping with these findings. It may include an appraisal of the patterns of work behavior of the individual and services needed for the individual to acquire occupational skills and to develop work attitudes, work habits, work tolerance, and work-related behaviors necessary for successful job performance. The product of assessment services is a personalized report highlighting the testing/community assessment results as they apply to the individual consumer's vocational capacities, functional limitations and potential employment options.
- **Employment Preparation Services** - Participants are assisted by providers in development of job-related skills. Work Readiness Services include components that enable the consumer to successfully develop the following individual capacities for achieving and maintaining employment: work behaviors, social skills in the work setting, effective communication, accepting supervision, problem solving, grooming and hygiene, goal setting and work tolerance.

Other areas of concern may also be addressed including work-related daily living skills,

disability awareness, work traits and work ethics, which may be provided as part of IPE development or as an IPE service. This always includes a focus on acquisition of the requisite “soft skills” applicable across a variety of employment settings. The higher levels of this service also include development of vocational skill sets focused on specific fields of employment. While typically provided in a group setting, these vocational adjustment services may be provided one-on-one. At the highest level of this service (Work Readiness 3 – Skill Development and Work Experience), the provider is required to place and support the consumer throughout the 90-day post-employment period leading up to ACCES-VR case closure.

In preparing for employment, a participant may also engage in Benefits Advisement to determine the effects work will have on their public benefits. A new service, Self-Advocacy for Employment, helps individuals to understand the ADA and how to request reasonable accommodations on the job site.

- **Pre-Employment Transitions Services (Pre-ETS)** - Pre-ETS include existing and new CRS services to address the career development needs of students with disabilities. Students with disabilities are defined as individuals with disabilities in secondary, postsecondary, or other recognized education programs who are age 14-21. Vendors assist students through the provision of pre-employment services with the objective of preparing students for successful long-term employment consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. Community providers are encouraged to develop and provide a full array of Pre-ETS to assist students with their transition to the world of work. Each of the Pre-ETS services have a specific service code that is listed under the equivalent adult service identified in the RFP
- **Job Placement Services** - Participants are served by providers with employment-related services necessary to obtain or retain acceptable employment. It is ACCES-VR’s expectation that the employment be secured in an integrated setting and consistent with the individual’s IPE vocational goal.
- **Supported Employment** - is paid competitive employment in an integrated setting with ongoing support for individuals with the most severe disabilities (i.e., mental health condition, intellectual disability, significant learning disabilities, traumatic brain injury, deafness and blindness, extreme mobility impairments, and other most significant disabilities) for whom competitive employment has not traditionally occurred, and who, because of the nature and severity of their disability, need on-going support services in order to obtain, perform, and retain their job. Supported Employment provides assistance such as job coaching and job placement, assistance in interacting with employers, on-site assistive technology training, specialized job training, and individually tailored supervision.

Supported Employment provides a vehicle to enable eligible individuals to enter into competitive employment where they would otherwise, due to the impact of their disabling conditions, be unable to do so. Through the provision of on-going support services, people with most significant disabilities are able to sustain employment. Supported Employment provides the ongoing support services necessary for competitive integrated employment.

- **Assistive Technology/Rehabilitation Technology Evaluation** - This is an evaluation to determine the need for assistive/rehabilitation technology services to mitigate the impact of the individual's functional limitations, to enhance the capacity to participate in Vocational Rehabilitation Services, and achieve the Individualized Plan for Employment (IPE) employment outcome. The standard authorization for this service is up to 20 hours. Additional hours may be provided based on individual consumer need with pre-approval by the ACCES-VR Counselor.
- **Assistive Technology/Rehabilitation Technology Training** - This is a process of providing instruction to an individual on how to use the assistive technology/rehabilitation technology device(s) or service(s). The intended outcome is that the individual, upon completion of the training, will be able to effectively utilize the device(s) or service(s) to achieve their employment goal.
- **Driver Rehabilitation Services** - Driver rehabilitation services include all activities that are necessary for the identification of specific vehicle modification required to enable an individual to safely operate a vehicle, and the evaluation and training necessary for the individual to competently operate his/her modified vehicle. These services may also include information for an individual to safely be transported as a passenger in a vehicle modified for that purpose. Driver evaluation and training services may be provided to eligible individuals with a disability related transportation barrier to achieving their employment outcome.
- **Adjunct Services** - Adjunct services are those activities which supplement the delivery of other IPE services by providing those additional services/supports which the consumer requires for successful IPE goal achievement. These services are always provided in support of other ACCES-VR activities required to achieve the IPE employment outcome.

RATES:

Rates are listed in Attachment B-2 and RFP #GC18-004. These rates will be the only rates for reimbursement and will apply to all Contractors.

These rates will remain the same for the life of the contract that results from RFP #GC18-004, with certain adjustments allowable as per the RFP language (e.g. wage reimbursement adjustment when state minimum wage increases). NYSED/ACCES-VR retains the right to apply a cost of living adjustment (COLA) based upon the availability of funds.

All services on Attachment B-2 will be reimbursed on a payment for service delivered basis.

PERFORMANCE MEASURES:

To follow are the standards by which Contractors will be measured regarding performance, as more fully set forth in this contract and RFP #GC18-004, and are contained in the CRS Program Guide posted at <http://www.acces.nysed.gov/vr/core-rehabilitation-services> and is incorporated herein by reference:

- Timely submission of expenditure reports and service vouchers as detailed in Attachment D;

- Insuring the availability to ACCES-VR, staff resumes/education and experience related to staff qualifications as outlined in each service category of the RFP;
- Participation in a self-assessment process under ACCES-VR guidance and criteria;
- Participation in ACCES-VR District Office reviews of contract performance;
- Meeting service category reporting requirements, including timelines as outlined in the RFP; and
- Meeting the established performance indicators specific to each level of service as indicated in of RFP #GC18-004.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Initial Payment and Recoupment Language (if applicable):

1. The State agency will make an initial payment to the Contractor in the amount of zero percent (0%) of the annual budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be made no later than 90 days after the beginning of the budget period.
2. Recoupment of any initial payment shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the initial payment is fully recovered within the contract period.
3. Scheduled interim payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____
Period: _____ Amount: _____ Due Date: _____
Period: _____ Amount: _____ Due Date: _____
Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Milestone/Performance
Reimbursement Due
date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

Interim Reimbursement as Requested

Individual Consumer Services – Unified Services, Supported Employment Intensive Services and Supported Employment Extended Services:

- No service will be reimbursed without prior written authorization from ACCES-VR. The authorization form *must* be received by the Contractor *prior* to the commencement of services to the consumer.
- By the 15th day of the month, the Contractor shall submit to ACCES-VR District Office a performance report and VR-370 financial report for activities performed by the Contractor during the previous one (1) month period. This report must be submitted to each ACCES-VR District Office for which services were provided. All reimbursements for services will be based on the VR-370 Report, as approved by the ACCES-VR District Office(s) and recorded on the financial system.
- Contractors must comply with all consumer progress reporting requirements in accordance with each service type.
- If the Contractor fails to submit the VR-370 report by the 15th of the month following the services performed during the previous one (1) month period it will be at NYSED's discretion to either process the payment when the report is submitted or to process the payment the following month.
- ACCES-VR will provide a monthly CRS Utilization report via e-mail to each vendor that supplies a valid e-mail address. This report summarizes the contract year cumulative VR-370 data that has been reported by the Contractor by the 15th of the month and approved by the ACCES-VR District Office by the last business day of each month.
- The total contract value is an estimate only. Vendors will be reimbursed each month based on actual services provided according to established rates. In addition, vendors may be paid in accordance with no-show/drop-out provisions below. Vendors *must* submit VR-370 reports monthly to each ACCES-VR District Office to which they provide services in order to maintain on-going reimbursements.

No-Shows & Drop-Outs:

- **No-Shows Billing Procedures:** Unless otherwise noted, no-shows may be billed for one half hour of direct service, or if there is no hourly rate, a flat rate of \$30.00 will be paid provided the contract service provider meets the following three criteria:
 - a. vendor sends a written or email confirmation of the date and time of the initial visit for a service;
 - b. the provider must wait for the consumer for 30 minutes after the scheduled appointment time; and,
 - c. within 24 hours of the scheduled appointment time, the provider must notify, in writing, the consumer's counselor or senior counselor that the consumer failed to keep the scheduled appointment. The notification should include the following: provider's name and contract information, consumer's name, the service being provided, and verification notice sent confirming initial visit.
 - d. Upon billing for a no-show, the remaining amount of the authorization becomes null and void.
- **Drop-Out Documentation Requirements:** Unless otherwise noted, to receive partial payment for consumers who drop-out prior to completion of the approved authorization, the vendor must provide the following:
 - a. depending upon the type and level of service, completion and submission of service requirement such as a report, evaluation, proof of attempt to secure on-the-job training (OJT), work try-out (WTO), work study or internship/externship, mileage sheet, or benefits checklist for any portion of the service that was actually provided to the consumer; and,

- b. a voucher showing the number of hours the vendor actually spent with the consumer providing the authorized service.
- c. Upon billing for a drop-out, the remaining amount of the authorization becomes null and void.

Services to Groups (Entry Services Level 1 – Group Orientation), if applicable:

- Once per quarter, a claim for payment with roster(s) of individuals participating in the session(s) should be submitted to the local district office which requested the service. The New York State Claim for Payment form (AC 3253-S) can be downloaded from:
http://www.osc.state.ny.us/agencies/forms/ac3253s_f.pdf (PDF Version).

Changes in Allocations in Years Two through Five:

- Allocation methodology as contained in RFP #GC18-004 is provided on the following CRS website: <http://www.acces.nysed.gov/vr/core-rehabilitation-services> and is incorporated herein by reference.
- Cost of living adjustment to the rates may be provided during the contract term, no sooner than year three (3), at ACCES-VR's discretion and subject to availability of funds. Separately negotiated rate changes will not be allowed. Any cost of living adjustment will be based on the percentage increase in the Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W) for New York – All Items from January of the preceding year to January of the current year, rounded to the nearest one-tenth of one percent, up to a maximum of three percent (3%). Any adjustment will be applied to the rates on July 1 of the current year. For example, to compute a rate for July 1, 2020, we would compute the difference between the indices for January 2019 and January 2020.

All Services:

- *All payment data must be submitted no later than 90 days after the end of each contract year within the 5-year contract cycle. Submissions after March 31, 2020 for the January 1, 2019 through December 31, 2019 contract year will not be honored.*
- Annual contract allocation is subject to change based on review of performance indicators and consumer need.
- Final payment shall be made to the Contractor upon satisfactory proof of expenditures and upon receipt of a final report in a form and having content satisfactory to the Commissioner of Education. If the Contractor has not earned such amount, the Contractor will return to the State any excess payment within thirty (30) days of the termination of this agreement. Payment by the State will be made in the ordinary course of State business upon receipt of properly prepared Claim for Payment forms and VR-370 reports.

Information on payments processed on behalf of this Agreement is available on the Internet at

http://www.osc.state.ny.us/vendor_management/index.htm and <https://eservices.nysed.gov/paymenthistory/>.

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III (G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master

Contract.

X Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 90 days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

ATTACHMENT R DATA SECURITY AND PRIVACY PLAN

If individually identifiable data is provided to or stored by the Contractor pursuant to this agreement (the "Data"), the Contractor agrees that the data are sensitive requiring appropriate levels of security to prevent unauthorized disclosure or modification. Therefore, the Contractor shall be subject to the following requirements:

1. The Contractor shall take all reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations applicable to the Contractor. These may include but are not limited to the New York State Social Services Law, Personal Privacy Protection Law and Education Law §2-d; the federal Social Security Act and Family Educational Rights and Privacy Act; internet security laws; and any regulations promulgated thereunder.
2. The Contractor has full and final responsibility for the security of the Data. The Contractor agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. Such security measures may be reviewed by the State, both through an informal audit of policies and procedures and/or through inspection of security methods used within the Contractor's infrastructure, storage, and other physical security. The Contractor should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
3. The Contractor's security measures must also include:
 - a. Provision that access to the Data is restricted solely to staff who need such access to carry out the responsibilities of the Contractor under this agreement, and that such staff will not release such Data to any unauthorized party;
 - b. All confidential Data are stored on computer and storage facilities maintained within Contractor's computer networks, behind appropriate firewalls;
 - c. Access to computer applications and Data are managed through appropriate userID/password procedures;
 - d. Contractor's computer network storing the Data is scanned for inappropriate access through an intrusion detection system. NYSED has the right to perform a site visit to review the vendor's security practices if NYSED feels it is necessary;
 - e. That Contractor have a disaster recovery plan that is acceptable to the State;
 - f. Satisfactory redundant and uninterruptible power and fiber infrastructure provisions; and
 - g. A copy of the Contractor's security review evidencing compliance with these requirements must be submitted to NYSED for review and approval within 6 months of the signing of the contract or before the first certification test is performed, whichever occurs first.
4. The Data must be returned to NYSED upon termination or expiration of this Agreement, or at such point that the Data are no longer needed for the purpose referenced in this Agreement, or, at the sole discretion of NYSED, securely destroyed. All hard copies of personally identifiable Data in the possession of the Contractor must be securely destroyed, and all electronic Data

must be purged from the network in a manner that does not permit retrieval of the data. The contractor is specifically prohibited from commingling any data from outside sources into the Data received from NYSED, except as specifically authorized by NYSED.

5. If personally identifiable data of students, teachers or building principals will be disclosed to the Contractor by NYSED for purposes of the Contractor providing services to NYSED, the Contractor must comply with the following requirements of Education Law §2-d (Chapter 56, Subpart L of the Laws of 2014) and any implementing regulations:
 - a. Any officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
 - b. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - c. not use the education records for any other purposes than those explicitly authorized in its contract;
 - d. except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:
 - (i) without the prior written consent of the parent or eligible student; or
 - (ii) unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - e. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and
 - f. use encryption technology consistent with Education Law §2-d and any implementing regulations.
6. If requested by NYSED to make any disclosure of aggregated data using the Data provided to or stored by the Contractor, Contractor must ensure that the disclosed aggregated data cannot reasonably be used to identify a particular individual. Aggregated data will be considered identifiable if the disclosure has less than five (5) data elements per cell or the data elements per cell comprise 100% of the subject population.
7. Contractor agrees that all Data shall remain at all times the property of the State, and may not be used for any purpose other than the purpose outlined in this Agreement without the express written permission of NYSED. The Contractor has no ownership of or licensing rights to the Data except as provided in this Agreement, and Contractor specifically agrees that it will not sell, give or otherwise transfer the Data to any third party without NYSED's express prior approval.
8. The Contractor must ensure that these confidentiality and security provisions apply to any subcontractor engaged by the Contractor for the work under this agreement. The Contractor

shall take full responsibility for the acts and omissions of its subcontractors, and the use of subcontractors shall not impair the rights of NYSED against the Contractor in accordance with this Agreement.

9. Hardware, software and services acquired by the Contractor under this Agreement may not be used for other activities beyond those described in the scope of the contract unless authorized in advance by NYSED.
10. Security of Location - Server room will remain a restricted access, locked room with access via security cards. The list of staff with access to the server room will continue to be reviewed quarterly against the number of times each staff actually gained access to the server room.
11. Breach Notification:
 - a. Contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement with an educational agency shall be required to notify such educational agency of any breach of security resulting in an unauthorized release of such data in accordance with Education Law §2-d and any implementing regulations. Upon such notification, the educational agency shall take appropriate action in accordance with Education Law §2-d and any implementing regulations.
 - b. In the event that the State is required, pursuant to Education Law §2-d(6)(b), to notify one or more parent, eligible student, teacher or principal of an unauthorized release of student data by the Contractor or its assignee, the Contractor shall promptly reimburse the State for the full cost of such notification.
 - c. Contractor acknowledges that it may be subject to penalties under Education Law §§2-d(6) and 2-d(7) for unauthorized disclosure of personally identifiable student, teacher or principal data.
 - d. Contractor agrees that it will cooperate and promptly comply with any inquiries from the State based upon the State's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred. Contractor will permit on-site examination and inspection, and will provide at its own cost necessary documentation or testimony of any employee, representative or assignee of Contractor relating to the alleged improper disclosure of data.

Attachment S

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

To satisfy their responsibilities regarding the provision of education to students in pre-kindergarten through grade twelve, "educational agencies" (as defined below) in the State of New York collect and maintain certain personally identifiable information from the education records of their students. As part of the Common Core Implementation Reform Act, Education Law §2-d requires that each educational agency in the State of New York must develop a Parents' Bill of Rights for Data Privacy and Security (Parents' Bill of Rights). The Parents' Bill of Rights must be published on the website of each educational agency, and must be included with every contract the educational agency enters into with a "third party contractor" (as defined below) where the third party contractor receives student data, or certain protected teacher/principal data related to Annual Professional Performance Reviews that is designated as confidential pursuant to Education Law §3012-c ("APPR data").

The purpose of the Parents' Bill of Rights is to inform parents (which also include legal guardians or persons in parental relation to a student, but generally not the parents of a student who is age eighteen or over) of the legal requirements regarding privacy, security and use of student data. In addition to the federal Family Educational Rights and Privacy Act (FERPA), Education Law §2-d provides important new protections for student data, and new remedies for breaches of the responsibility to maintain the security and confidentiality of such data.

A. What are the essential parents' rights under the Family Educational Rights and Privacy Act (FERPA) relating to personally identifiable information in their child's student records?

The rights of parents under FERPA are summarized in the Model Notification of Rights prepared by the United States Department of Education for use by schools in providing annual notification of rights to parents. It can be accessed at <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html>, and a copy is attached to this Parents' Bill of Rights. Complete student records are maintained by schools and school districts, and not at the New York State Education Department (NYSED). Further, NYSED would need to establish and implement a means to verify a parent's identity and right of access to records before processing a request for records to the school or school district. Therefore, requests to access student records will be most efficiently managed at the school or school district level.

Parents' rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the

student's privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students' education records.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).
4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received and the most recent educational agency or institution attended. Where disclosure without consent is otherwise authorized under FERPA, however, a parent's refusal to permit disclosure of directory information does not prevent disclosure pursuant to such separate authorization.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA.

B. What are parents' rights under the Personal Privacy Protection Law (PPPL), Article 6-A of the Public Officers Law relating to records held by State agencies?

The PPPL (Public Officers Law §§91-99) applies to all records of State agencies and is not specific to student records or to parents. It does not apply to school districts or other local educational agencies. It imposes duties on State agencies to have procedures in place to protect from disclosure of "personal information," defined as information which because of a name, number, symbol, mark or other identifier, can be used to identify a "data subject" (in this case the student or the student's parent). Like FERPA, the PPPL confers a right on the data subject (student or the student's parent) to access to State agency records relating to them and requires State agencies to have procedures for correction or amendment of records.

A more detailed description of the PPPL is available from the Committee on Open Government of the New York Department of State. Guidance on what you should know about the PPPL can be accessed at <http://www.dos.ny.gov/coog/shldno1.html>. The Committee on Open Government's address is Committee on Open Government, Department of State, One Commerce Plaza, 99 Washington Avenue, suite 650, Albany, NY 12231, their email address is coog@dos.ny.gov, and their telephone number is (518) 474-2518.

C. Parents' Rights Under Education Law §2-d relating to Unauthorized Release of Personally Identifiable Information

1. What "educational agencies" are included in the requirements of Education Law §2-d?

- The New York State Education Department ("NYSED");
- Each public school district;
- Each Board of Cooperative Educational Services or BOCES; and
- All schools that are:
 - a public elementary or secondary school;
 - a universal pre-kindergarten program authorized pursuant to Education Law §3602-e;
 - an approved provider of preschool special education services;
 - any other publicly funded pre-kindergarten program;
 - a school serving children in a special act school district as defined in Education Law 4001; or
 - certain schools for the education of students with disabilities - an approved private school, a state-supported school subject to the provisions of Education Law Article 85, or a state-operated school subject to Education Law Article 87 or 88.

2. What kind of student data is subject to the confidentiality and security requirements of Education Law §2-d?

The law applies to personally identifiable information contained in student records of an educational agency listed above. The term "student" refers to any person attending or seeking to enroll in an educational agency, and the term "personally identifiable information" ("PII") uses the definition provided in FERPA. Under FERPA, personally identifiable information or PII includes, but is not limited to:

- (a) The student's name;
- (b) The name of the student's parent or other family members;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number, student number, or biometric record;

- (e) Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name¹⁰;
- (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
- (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

3. What kind of student data is *not* subject to the confidentiality and security requirements of Education Law §2-d?

The confidentiality and privacy provisions of Education Law §2-d and FERPA extend only to PII, and not to student data that is not personally identifiable. Therefore, de-identified data (e.g., data regarding students that uses random identifiers), aggregated data (e.g., data reported at the school district level) or anonymized data that could not be used to identify a particular student is not considered to be PII and is not within the purview of Education Law §2-d or within the scope of this Parents' Bill of Rights.

4. What are my rights under Education Law § 2-d as a parent regarding my student's PII?

Education Law §2-d ensures that, in addition to all of the protections and rights of parents under the federal FERPA law, certain rights will also be provided under the Education Law. These rights include, but are not limited to, the following elements:

- (A) A student's PII cannot be sold or released by the educational agency for any commercial or marketing purposes.
 - o PII may be used for purposes of a contract that provides payment to a vendor for providing services to an educational agency as permitted by law.
 - o However, sale of PII to a third party solely for commercial purposes or receipt of payment by an educational agency, or disclosure of PII that is not related to a service being provided to the educational agency, is strictly prohibited.
- (B) Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by an educational agency.
 - o This right of inspection is consistent with the requirements of FERPA. In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.

¹⁰ Please note that NYSED does not collect certain information defined in FERPA, such as students' social security numbers, biometric records, mother's maiden name (unless used as the mother's legal name).

- NYSED will develop policies for annual notification by educational agencies to parents regarding the right to request student data. Such policies will specify a reasonable time for the educational agency to comply with such requests.
 - The policies will also require security measures when providing student data to parents, to ensure that only authorized individuals receive such data. A parent may be asked for information or verifications reasonably necessary to ensure that he or she is in fact the student's parent and is authorized to receive such information pursuant to law.
- (C) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

Education Law §2-d also specifically provides certain limitations on the collection of data by educational agencies, including, but not limited to:

- (A) A mandate that, except as otherwise specifically authorized by law, NYSED shall only collect PII relating to an educational purpose;
- (B) NYSED may only require districts to submit PII, including data on disability status and student suspensions, where such release is required by law or otherwise authorized under FERPA and/or the New York State Personal Privacy Law; and
- (C) Except as required by law or in the case of educational enrollment data, school districts shall not report to NYSED student data regarding juvenile delinquency records, criminal records, medical and health records or student biometric information.
- (D) Parents may access the NYSED Student Data Elements List, a complete list of all student data elements collected by NYSED, at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
- (E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.
 - Specifically, the Commissioner of Education, after consultation with the Chief Privacy Officer, will promulgate regulations establishing procedures for the submission of complaints from parents, classroom teachers or building principals, or other staff of an educational agency, making allegations of

improper disclosure of student data and/or teacher or principal APPR data by a third party contractor or its officers, employees or assignees.

o When appointed, the Chief Privacy Officer of NYSED will also provide a procedure within NYSED whereby parents, students, teachers, superintendents, school board members, principals, and other persons or entities may request information pertaining to student data or teacher or principal APPR data in a timely and efficient manner.

5. Must additional elements be included in the Parents' Bill of Rights.?

Yes. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- (A) the exclusive purposes for which the student data, or teacher or principal data, will be used;
- (B) how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- (C) when the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
- (D) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
- (E) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
 - a. In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in Regulations of the Commissioner.

6. What protections are required to be in place if an educational agency contracts with a third party contractor to provide services, and the contract requires the disclosure of PII to the third party contractor?

Education Law §2-d provides very specific protections for contracts with "third party contractors", defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term "third party contractor" also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-profit organization, which are not themselves covered by the definition of an "educational agency."

Services of a third party contractor covered under Education Law §2-d include, but not limited to, data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs.

When an educational agency enters into a contract with a third party contractor, under which the third party contractor will receive student data, the contract or agreement must include a data security and privacy plan that outlines how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the educational agency's policy on data security and privacy. However, the standards for an educational agency's policy on data security and privacy must be prescribed in Regulations of the Commissioner that have not yet been promulgated. A signed copy of the Parents' Bill of Rights must be included, as well as a requirement that any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access.

Each third party contractor that enters into a contract or other written agreement with an educational agency under which the third party contractor will receive student data or teacher or principal data shall:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests
- not use the education records for any other purposes than those explicitly authorized in its contract;
- except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any PII to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the party provides a notice of the disclosure to NYSED, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody; and
- use encryption technology to protect data while in motion or in its custody from unauthorized disclosure.

7. What steps can and must be taken in the event of a breach of confidentiality or security?

Upon receipt of a complaint or other information indicating that a third party contractor may have improperly disclosed student data, or teacher or principal APPR data, NYSED's Chief Privacy Officer is authorized to investigate, visit, examine and inspect the third party contractor's facilities and records and obtain documentation from, or require the testimony of,

any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.

Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

ATTACHMENT

Model Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational

interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by §99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities,

such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))

Attachment S-1
Attachment To Parents' Bill Of Rights
For Contracts Involving Disclosure of Certain Personally Identifiable Information

Education Law §2-d, added by Ch. 56 of the Laws of 2014, requires that a Parents' Bill of Rights be attached to every contract with a third-party contractor (as defined in the law) which involves the disclosure of personally identifiable information (PII) derived from student education records ("Student Data"), or certain teacher/principal information regarding annual professional performance evaluations that is confidential pursuant to Education Law §30212-c ("APPR Data"). Each such Contract must include this completed Attachment to provide specific information about the use of such data by the Contractor.

1. Specify whether this Contract involves disclosure to the Contractor of Student Data, APPR Data, or both. ***NYSED program office checks applicable box(es).***

Disclosure of Student Data

Disclosure of APPR Data

2. Describe the exclusive purposes for which the Student Data or APPR Data will be used in the performance of this contract.

CRS vendors may potentially use this data to better inform intakes, assessments, and to better match individuals with competitive, integrate jobs.

3. Identify any subcontractors or other persons/entities with whom the Contractor will share the Student Data or APPR in the performance of this Contract, and describe how the Contractor will ensure that such persons/entities will abide by the data protection and security requirements of the Contract.

Subcontractors or other entities with whom the Contractor will share data:

Clinton-Essex-Warren-Washington BOCES will not be subcontracting with any other persons/entities with whom we would share Student Data or APPR performance.

In the event the Contractor engages a Subcontractor or otherwise shares Student Data or APPR Data with any other entity, Contractor acknowledges and agrees that before any such data is shared with a Contractor or another entity, such party must agree in writing to be bound by the confidentiality and data protection provisions set forth in this Contract including, but not limited to, the "Data Security and Privacy Plan" set forth in Appendix R. Upon termination of the agreement between the Contractor and a Subcontractor or other entity, Contractor acknowledges and agrees that it is responsible for ensuring that all

Student Data or APPR Data shared by the Contractor must be returned to Contractor or otherwise destroyed as provided in Paragraph 4 of the "Data Security and Privacy Plan" set forth in Appendix R.

4. Specify the expiration date of the Contract, and explain what will happen to the Student Data or APPR Data in the Contractor's possession, or the possession of any person/entity described in response to Paragraph 3, upon the expiration or earlier termination of the Contract.

Contract expiration date: **December 31, 2023**

NYSED program office checks applicable box.

- Contractor agrees to return the Student Data or APPR Data to NYSED consistent with the protocols set forth in Paragraph 4 of the "Data Security and Privacy Plan" set forth in Appendix R.
- Contractor agree to securely destroy the Student Data or APPR Data consistent with the protocols set forth in Paragraph 4 of the "Data Security and Privacy Plan" set forth in Appendix R.

5. State whether the Contractor will be collecting any data from or pertaining to students derived from the student's education record, or pertaining to teachers or principals' annual professional performance evaluation pursuant to the Contract, and explain if and how a parent, student, eligible student (a student eighteen years or older), teacher or principal may challenge the accuracy of the Student Data or APPR data that is collected. ***NYSED program office checks applicable box(es).***

Student Data

APPR Data

Any challenges to the accuracy of any of the Student Data or APPR Data shared pursuant to this Contract should be addressed to the school, educational agency or entity which produced, generated or otherwise created such data.

6. Describe where the Student Data or APPR Data will be stored (in a manner that does not jeopardize data security), and the security protections taken to ensure that the data will be protected, including whether such data will be encrypted.

Student or APPR Data will be stored and protected as set forth in Appendix R- Data Security and Privacy Plan to meet stated security measures.

New York State Education Department

ASSURANCES AND CERTIFICATIONS FOR FEDERAL PROGRAM FUNDS

The following assurances and certifications may be a component of your application/contract. By signing the certification on page 12, you are ensuring accountability and compliance with applicable State and Federal laws, regulations, and grants management requirements. *Certain of these assurances and/or certifications may not be applicable to your project or program. If you have questions, please contact the New York State Education Department.*

Federal Assurances and Certifications, General:

- Assurances – Non-Construction Programs
- Assurances - Construction Programs
- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion— Lower Tier Covered Transactions
- Certification Regarding Drug-Free Workplace Requirements

Federal Assurances and Certifications, WIOA:

The following may be required as a condition for receiving these Federal funds under the Workforce Innovation and Opportunity Act (“WIOA”):

- Supported Employment Assurances

The applicant/contractor, by and through the undersigned authorized representative, assures that (1) it is familiar with, (2) it is complying with, and (3) it will continue to comply with State and Federal laws which apply to the applicant’s/contractor’s activities or which impose restrictions on the applicant’s/contractor’s use of funding or grants, including, but not limited to, all assurances and certifications required pursuant to WIOA.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain Federal awarding agencies may require applicants/contractors to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant/contractor, and by signing the Application Cover Page, I certify that the applicant/contractor, if applicable:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction subagreements.
10. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act ("TVPA") of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Standard Form 424B (Rev. 7-97), Prescribed by 2 CFR Part 200, Authorized for Local Reproduction, as amended by New York State Education Department

ASSURANCES - CONSTRUCTION PROGRAMS

Note: Certain Federal awarding agencies may require applicants/contractors to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant/contractor, and by signing the Application Cover Page, I certify that the applicant/contractor, if applicable:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistive awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or represents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint poisoning Prevention Act (42 U.S.C. §§ 4801 et. seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§□□ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et seq.*).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Standard Form 424D (Rev. 7-97), Authorized for Local Reproduction, as amended by New York State Education Department

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

These certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR Part 200, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Sections 82.105 and 82.110, the applicant/contractor certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180

A. The applicant/contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three-year period preceding this application been convicted of any offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a).
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

B. Where the applicant/contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION—LOWER TIERED COVERED TRANSACTIONS

The terms “debarment,” “suspension,” “excluded,” “disqualified,” “ineligible,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded” as used in this certification have the meanings set forth in 2 CFR Part 180, Subpart I, “Definition.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR Part 180 Subpart B, “What is a covered transaction?”

A. The applicant/contractor certifies that it and its principals:

- (a) Upon approval of their application, in accordance with 2 CFR Part 180 Subpart C, they shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by USDOE.
- (b) Will obtain an assurance from prospective participants in all lower tier covered nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A, B, C and I.
- (c) Will provide immediate written notice to the New York State Education Department if at any time the applicant/contractor and its principals learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Certification Regarding Drug-Free Workplace Requirements

The applicant/contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).


**WORKFORCE INNOVATION AND OPPORTUNITY ACT (“WIOA”)
ASSURANCES AND CERTIFICATIONS**

Supported Employment Assurances

If applicable, the applicant/contractor may be required to acknowledge the following and/or provide the following information and assurances:

1. Funds made available for supported employment will only be used to provide supported employment services to individuals who are eligible to receive such services.
2. The comprehensive assessments of individuals with significant disabilities, including youth with the most significant disabilities, will include consideration of supported employment as an appropriate employment outcome.
3. An individualized plan for employment will be developed and updated in order to (a) specify the supported employment services to be provided, including, as appropriate, for youth with the most significant disabilities, transition services and pre-employment transition services; (b) specify the expected extended services needed, including the extended services that may be provided to youth with the most significant disabilities, in accordance with an approved individualized plan for employment, for a period not to exceed four years; and (c) identify, as appropriate, the source of extended services, which may include natural supports, or indicate that it is not possible to identify the source of extended services at the time the individualized plan for employment is developed.
4. The State will use funds provided under 29 U.S. Code Subchapter VI only to supplement, and not supplant, the funds provided under 29 U.S. Code Subchapter I, in providing supported employment services specified in the individualized plan for employment.
5. Services provided under an individualized plan for employment will be coordinated with services provided under other individualized plans established under other Federal or State programs.
6. To the extent jobs skills training is provided, the training will be provided on site.
7. Supported employment services will include placement in an integrated setting based on the unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of individuals with the most significant disabilities.
8. The designated State agencies will expend not more than 2.5 percent of the allotment of the State under 29 U.S. Code Subchapter VI for administrative costs.
9. With respect to supported employment services provided to youth with the most significant disabilities, the designated State agency will provide, directly or indirectly through public or private entities, non-Federal contributions in an amount that is not less than 10 percent of the costs of carrying out such services.

As the duly authorized representative of the applicant/contractor, I hereby certify that the applicant/contractor will comply with the above assurances and certifications. The applicant/contractor will provide immediate written notice to the NYSED Contract Administration Unit if, at any time, the applicant/contractor learns that its assurance or certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
Clinton - Essex - Warren - Washington BOCES	2019 - 2023 Core Rehabilitation Services
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Dr. Mark Davey, District Superintendent	
SIGNATURE	
	
CONTRACT YEAR	CONTRACT NUMBER
2019 - 2023	C 013416

ENC. 11

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Office of Temporary & Disability Assistance 40 North Pearl Street Albany, NY 12243</p>	<p>BUSINESS UNIT/DEPT. ID: TDA01 CONTRACT NUMBER: TDA01-C00248GG-3410000 CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: CLINTON-ESSEX-WARREN-WASHINGTON BOCES</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: Clinton-Essex-Warren-Washington BOCES</p>	<p>PROJECT NAME: SNAP E & T Venture IV</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002455 Federal Tax ID Number: 146004054 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only): 10.561</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: PO BOX 455 PLATTSBURGH, NY 12901-0455</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # TDA01-C00248GG-3410000

Page 1 of 3

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2016 To: 09/30/2021</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 10/01/2016 To: 09/30/2021</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$1,500,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p align="center"> <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other </p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:
(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	10/01/2016-09/30/2017	\$300,000.00	10/01/2016-09/30/2017	\$300,000.00
2	10/01/2017-09/30/2018	\$300,000.00		
3	10/01/2018-09/30/2019	\$300,000.00		
4	10/01/2019-09/30/2020	\$300,000.00		
5	10/01/2020-09/30/2021	\$300,000.00		

Contract Number: # TDA01-C00248GG-3410000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:

A-1 Program Specific Terms and Conditions

A-2 Federally Funded Grants

Attachment B:

B-1 Expenditure Based Budget

B-2 Performance Based Budget

B-3 Capital Budget

B-4 Net Deficit Budget

B-1 (A) Expenditure Based Budget (Amendment)

B-2 (A) Performance Based Budget (Amendment)

B-3 (A) Capital Budget (Amendment)

B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Contract Number: # TDA01-C00248GG-3410000

3 of 3

Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

By: Mark Davey / Larry Barcomb

Printed Name

Title: District Superintendent / Board President

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Office of Temporary & Disability Assistance

By: _____

Printed Name

Title: _____

Date: _____

**ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM**

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # TDA01-C00248GG-3410000

Page 1 of 1, Master Contract for Grants Signature Page

** Approves resolution only *
Dr. Davey will approve electronic
documents on line **

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V). Contract Number: # TDA01-C00248GG-3410000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

Contract Number: # TDA01-C00248GG-3410000

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments.⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Contract Number: # TDA01-C00248GG-3410000

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS
OTDA Specific Terms and Conditions

I. PERSONNEL

- A. It is the policy of Office of Temporary & Disability Assistance (OTDA) to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises that are under contractual agreement to OTDA for the provision of goods and services. Contractors will be expected to make best efforts in this area. OTDA may require the Contractor to demonstrate how the Contractor has complied or will comply with the aforesaid policy.
- B. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from OTDA, to the degree that such change is within the reasonable control of the Contractor.

II. OFFICE SERVICES

- A. Title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and OTDA, in Federally funded contracts, pursuant to Federal regulations 45 CFR Part 74, Subpart O, unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of OTDA. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to OTDA, unless OTDA has given direction for or approval of an alternative means of disposition in writing.
- B. Upon written direction by OTDA the contractor shall maintain an inventory of those properties which are subject to the provisions of paragraph a.

III. GENERAL PROVISIONS

- A. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OTDA under the Federal Social Security Act.
- B. OTDA will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities

Contract Number: _____

Page 1 of 13, Attachment A-1 Agency and Program Specific Terms and Conditions

Updated: 11/8/2016

completed or contemplated thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

IV. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) AND EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION REQUIREMENTS

Authority: Article 15-A of the Executive Law, 5 NYCRR parts 140-145 and requirements of any federal law concerning opportunities for minority and women-owned business enterprises which effectuate the purposes of Article 15-A.

A. General Provisions

- i. The OTDA is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- ii. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State OTDA, to fully comply and cooperate with the OTDA in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- iii. Copies of the required OTDA Forms are identified in this Appendix and available on OTDA's Internet site at <http://www.otda.ny.gov>. The Contractor agrees to complete and submit these forms without change in response to the goals specified in the RFP or contract. All forms and reports must be submitted to the OTDA program manager for this contract, and the program manager will forward all such documents to the NYS OTDA, MWBE Program Management Unit, Harlem Center, 317 Lenox Avenue, New York NY 10027; (212) 961-8214; e-mail to: otda.sm.co.quarterly.compliance.eeo.staffing.reports@otda.ny.gov.
- iv. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to

Contract Number: _____

Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

B. Contract Goals

- i. For purposes of this procurement, the OTDA hereby establishes an overall goal of 0% for Minority and Women-owned Business Enterprise (“MWBE”) participation, 0% for New York State certified minority-owned business enterprises (“MBE”) participation and 0% for New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.
- ii. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A herein, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- iii. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the OTDA for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

- i. The Contractor agrees to be bound by the provisions of Article 15-A, and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the New York State Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- ii. The Contractor shall comply with the following provisions of Article 15-A:
 - a. Each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group

members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- b. The Contractor shall submit an EEO policy statement to the OTDA at the time of proposal or within seventy two (72) hours after the date of the notice by OTDA to award the Contract to the Contractor.
- c. If the Contractor or Subcontractor does not have an existing EEO policy statement, the OTDA may provide the Contractor or Subcontractor a model statement (see Form OTDA 4970 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
- d. The Contractor's EEO Policy Statement shall include the following language:
 - 1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - 2 The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - 3 The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - 4 The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of

Contract Number: _____

the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

iii. Form OTDA 4934 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

iv. Form OTDA 4971 - Workforce Employment Utilization Report ("Workforce Report")

- a. The Contractor shall submit a Workforce Report, in such format as shall be required by OTDA on a [monthly/quarterly] basis during the term of the Contract.
 - b. Separate forms shall be completed by Contractor and any Subcontractor.
 - c. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- v. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. MWBE Utilization Plan

- i. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at

<https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OTDA, either prior to, or at the time of, the execution of the Contract.

- ii. The Contractor agrees to use such MWBE Utilization Plan (Form OTDA 4937 - MWBE Utilization Plan) for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
- iii. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

E. Waivers

- i. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the OTDA.
- ii. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OTDA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- iii. If the OTDA, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports (Form OTDA 4968 - Quarterly MWBE Contractor Compliance Report) determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

F. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the OTDA by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

G. Liquidated Damages - MWBE Participation

- i. Where OTDA determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay OTDA liquidated damages.
- ii. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- iii. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the OTDA, the Contractor shall pay such liquidated damages to the OTDA within sixty (60) days after they are assessed by the OTDA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director renders a decision in favor of the OTDA. OTDA reserves the right to collect liquidated damages via offset of payments otherwise due and owing to the Contractor.

V. Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) Utilization

- A. Contractor agrees, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use NYS certified Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Contractor acknowledges being subject to the provisions of Executive Law Article 17-B and the applicable regulations (9 NYCRR Part 252), and that the directory of NYS certified SDVOBs is located at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Contractor acknowledges that the SDVOB utilization goal for this Agreement is 0%. Contractor further acknowledges that this requirement is separate and distinct from the similar requirement elsewhere in this Agreement to utilize small, and minority and women-owned businesses (M/WBEs), consistent with current State law (Executive Law, Article 15-A).
- B. Contractor agrees to report on *actual* participation by each SDVOB during the term of the contract to the OTDA on a quarterly basis according to policies and procedures to

Contract Number: _____

be set by the OTDA.

- C. Contractor agrees that, following contract execution, if the OTDA determines that the contractor may not have acted in good faith, has failed, is failing, or is refusing to comply with the participation or utilization contractual goals for SDVOB participation, the OTDA may after giving the contractor an opportunity to be heard, make a determination that Contractor has failed to meet the contract goals and may be in breach of contract.
- D. Upon determination that the Contractor is in breach of contract, as set forth in this Article, the OTDA may require the submission of a corrective action plan for meeting the contractual goals, and may also assess actual damages as authorized by regulation [9 NYCRR Section 252.2 (s)] based on the actual cost incurred by the State agency, related to the State agency's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified service-disabled veteran-owned business enterprise programmatic goals.
- E. **NOTE:** Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: <http://www.ogs.ny.gov/Core/SDVOBA.asp>, which provides information about SDVOB certification and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

VI. REPORTS AND DELIVERABLES

- A. Should the Contractor fail to submit, to the extent required by the OTDA, any reports or documents as required in the above paragraph (a), the OTDA reserves the right to suspend any payments due until such time as the reports or documents are submitted by the Contractor to the OTDA.
- B. If the Contractor expends \$750,000 or more in Federal funds during any one fiscal year, the Contractor will be subject to the Audit Requirements and provisions of OMB Super Circular, found in Federal regulations at 2 CFR Part 200 (Subparts A – F) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and, all other audit requirements determined applicable by the OTDA. The audit shall be completed on an annual basis and the audit report submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the OTDA. The audit shall be conducted in accordance with generally accepted government auditing standards by an independent auditor and submitted in a form determined by the OTDA. The OTDA will report its findings and any recommendations to the Contractor and may impose any sanctions as determined appropriate. The cost of audits made in accordance with these provisions are allowable charges to the Contract, charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable

Contract Number: _____

Page 8 of 13, Attachment A-1 Agency and Program Specific Terms and Conditions

Updated: 11/8/2016

OMB cost principles circulars.

VII. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

The Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such information with regard to services authorized by the Social Services Law in conformity with the provisions of applicable State and Federal laws and regulations (e.g. Sections 136 and 372 of the Social Services Law, 18 NYCRR 357). Recipients of services other than those which are authorized by Social Services Law shall have their confidentiality protected as directed by OTDA. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

VIII. PUBLICATIONS AND COPYRIGHTS

All of the license rights so reserved to OTDA and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services, United States Department of Agriculture, United States Housing and Urban Development, United States Social Security Administration, and subject to the provisions on copyrights contained in 45 CFR Part 74, Subpart O.

IX. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to OTDA. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to 45 CFR Part 74.36 and any amendments thereto.

X. TERMINATION

To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of OTDA terminated immediately upon the insolvency of the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OTDA to the Contractor.

XI. NOTICES AND REFUNDS

A. Notices to the State shall be addressed to the Program Office designated below:

To: New York State Office of Temporary and Disability Assistance

Contact Name: Elida Tomasulo

Title: Program Manager

Address: 40 North Pearl Street, Albany, NY 12243

Telephone Number: 518-474-8905

Facsimile Number: 518-473-6207

E-Mail Address: Elida.Tomasulo@otda.ny.gov

B. Refunds shall be made payable to and addressed, as stated below:

Payable to: NYS Department of Tax and Finance

Mail to: New York State Office of Temporary and Disability Assistance

Address1: 40 North Pearl Street,

12D Address2: Albany, NY 12243

Attention: Carol Pry

C. Notices to the Contractor, all notices shall be made to the contractors designee as outlined on cover pages

XII. ADDITIONAL ASSURANCES

A. The Contractor agrees to observe all applicable Federal Regulations, including those contained in 45 CFR Part 84 and 28 CFR Part 41.

B. OTDA and Contractor agree that Contractor is an independent Contractor, and not an employee of OTDA. Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only OTDA) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, corporation who may be injured or damaged by Contractor in the performance of

Contract Number: _____

the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.

C. The contractor understands that it must comply with Federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 306 of the federal Clean Air Act, Section 306 of the federal Clean Water Act, and that it must certify that neither it nor its principals are debarred or suspended from federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by OTDA (see federal Executive Order 12549 and 7 CFR Part 3017).

XIII. OTHER AGENCY USE

A. Upon request by any other State Agency, the Contractor may enter into an agreement with such agency for the purchase of the goods and services that are the subject of this Agreement. Such new agreement shall provide that the cost of such goods and services to the agency entering into such agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the agency requires the contractor to be obligated to standard contractual provisions that are more onerous than those contained in the Standard Clauses for New York State Contracts or the Master Contract for Grants.

B. Upon request by a social services district or its designated purchasing agent, the Contractor may enter into an agreement with such district or agent for the purchase of the goods and services that are the subject of this Agreement. Such new agreement shall provide that the cost of such goods and services to the district/agent entering into such agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the municipality constituting the social services district requires the contractor to be obligated to standard contractual provisions are more onerous than those contained in Standard Clauses for New York State Contracts or the Master Contract for Grants.

The Contractor grants the option to the State of New York to extend the terms and conditions of this Agreement to any other State agency in New York as well as local/county human services jurisdictions in New York for the provision of the services set forth herein.

Contract Number: _____

Page 11 of 13, Attachment A-1 Agency and Program Specific Terms and Conditions

Updated: 11/8/2016

XIV. NO WAIVER

Any failure by the OTDA to declare a breach or to insist upon the strict performance by the Contractor of any covenant, term or provision hereof shall not be deemed to be a waiver of any of the covenants, terms and provisions hereof, and the OTDA, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Contractor of any and all of the covenants, terms and provisions of this AGREEMENT to be performed by the Contractor.

XV. SEVERABILITY

In the event that any provision of this AGREEMENT is held to be invalid, such invalidity shall not affect other provisions, which can be given effect without the invalid provisions, and to this end provisions of this AGREEMENT are declared severable.

XVI. ENTIRETY OF THE AGREEMENT

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

PROGRAM SPECIFIC CLAUSES

- a. The Contractor agrees to display and/or distribute materials as may be developed by the OTDA relating to myBenefits to eligible program participants.
- b. The Contractor shall be bound by the additional terms and conditions contained in the appendices which are attached hereto and made part hereof.
- c. The parties recognize that under the law of the State of New York, this AGREEMENT is not wholly executory until and unless approved by the Comptroller of the State of New York.
- d. The Contractor agrees that no part of any submitted claim will have been previously paid either by the State or by any other funding source(s).
- e. The Contractor warrants that all the statements, data and other information and material furnished by the Contractor are true, complete and correct.
- f. This AGREEMENT is and shall be deemed to be a contract entered into pursuant to the laws of the State of New York and shall in all respects be governed, construed,

Contract Number: _____

applied and enforced in accordance with the laws of the State of New York.

g. The section headings of this AGREEMENT are for convenience of reference only and in no way define, limit or describe the scope or intent of this AGREEMENT.

h. The rights and remedies of the Office provided in this AGREEMENT shall not be exclusive and are in addition to all other rights and remedies provided at law or in equity.

i. It is hereby agreed that if there be any conflict between portions of this AGREEMENT, including the Appendices and plans thereof, the provisions which enlarge the rights and remedies of the Office shall control.

j. As specified on the face page, the initial term of this AGREEMENT is as stated. This AGREEMENT may be amended at the discretion of the OTDA and the availability of funds, as specified within the AGREEMENT or within any subsequent Modification Agreement(s) (Appendix X). OTDA reserves the right to adjust annual funding levels in subsequent contract years. Each modification shall be on the forms specified by the OTDA and which have been incorporated into this AGREEMENT.

NOTICES TO WRITTEN

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or,
- (e) by e-mail.

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Postal Service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

Notices to be sent to the Office shall, unless stated otherwise, be sent to the Program Manager, New York State Office of Temporary and Disability Assistance, Center for Employment and Economic Supports, 40 North Pearl Street, 11-D, Albany, New York 12243.

Contract Number: _____

ATTACHMENT A-2 FEDERALLY FUNDED GRANTS

Participant Eligibility:

The Supplemental Nutrition Assistance Program Employment and Training Venture IV (SNAP E&T Venture IV) initiative will serve SNAP applicants and recipients with significant barriers to employment, including individuals with a criminal history, a history of substance abuse, work limitations, limited English proficiency, low literacy levels, no high school diploma, adults with limited work histories, and eligible youth between the ages of 16 to 24. The program will also target SNAP applicants and recipients who are unemployed and underemployed parents, including non-custodial parents, so they are best able to financially provide for their children. Participation in a SNAP E&T program may not exceed the allowable 120 hours monthly unless the additional hours are voluntary.

Additionally, federal rules stipulate that those who are required by the social services district to participate in work activities and fail to comply with program requirements without good cause, (with the exception of volunteers) have their SNAP benefit reduced or discontinued. Any reduction or discontinuance in SNAP would continue until the expiration of any durational sanction and until compliance with SNAP work requirements. Providers will be responsible for reporting the noncompliance to the District along with available information regarding the circumstances of noncompliance, as required by federal regulations.

Services Provided:

The focus of the SNAP E&T Venture IV Program is to assist SNAP applicants and recipients acquire job-related education and skills and to become employed or to advance to better paying jobs. Selected organizations are asked to achieve these outcomes using the following activities and services:

a. Career Plan

For each SNAP E&T Venture IV participant, providers must develop a Career Plan that identifies the employment goals and education, training and job skills needed to support these goals.

At a minimum, the Career Plan should:

- Be designed in conjunction with the assessment and employability plan developed by the participant and the district, if applicable;
- Include an assessment of individual aptitudes, interests, education, background, work history and acquired job skills;
- Address the barriers that have prevented the participant from successfully participating in employment and training activities or obtaining/retaining a job;
- Identify the individual's employment goals and how the services provided will help the individual attain those goals;
- Identify work skills and skill gaps;
- Contain measurable and verifiable long and short-term goals, such as educational gain, credential achievement, completion of job readiness program, vocational training, job placement/retention or job improvement;
- Specify a timeframe for completing program components and meeting goals;
- For those programs intending to claim for educational gains, include pre-test and

post-test results with the corresponding NRS educational functioning level as an indicator of the individual's proficiency at intake and any educational gains made as the result of instruction;

- Describe an individualized and contextualized course of instruction for all pre and/or post-employment components; and,
- Include a description of type, method and location of services and instruction.

Once developed, the Career Plan should follow the individual as he or she moves through the various education, training and employment experiences and settings.

It is strongly recommended that providers offer post-employment components in addition to pre-employment components. The provider's in-depth knowledge of each client's strengths and weaknesses (acquired while providing clients with pre-employment components) may be used to develop a post-employment plan of action that will improve the opportunity for job advancement and promote job retention. Providers are also expected to work with each participant at program entry and exit to develop a resume the individual can use to support current and future job applications.

b. Educational Instruction Related to Employment

Adult education instruction in combination with strong work skills improves the educational levels of participants (reading, math and English language skills) and the economic self-sufficiency of families by empowering participants to set and meet goals.

Educational instruction may include:

- Adult Basic Education (ABE);
- Adult Secondary Education (ASE);
- High School Equivalency (HSE) Diploma preparation; and
- English for Speakers of Other Languages (ESOL).

Instruction may be provided through several methods, including:

- Classroom settings;
- One-on-one tutoring: the participant meets with a literacy tutor; and
- Distance learning: the participant engages in instruction offered through television, internet, or other means from programs such as Learn to Read, Math Basics, GRASP, and Crossroads Café.

Note: One week (seven calendar days) of active enrollment in an SED-approved Distance Learning Program counts as six instructional hours. For Temporary Assistance recipients, NYS policy limits Distance Learning to 10 hours per week. Unless an exception is approved by OTDA, the Distance Learning participation must be combined with face-to-face instructional support.

c. Job Skills Training/Vocational Education

Job Skills Training includes instruction specific to a particular vocation and provides training in the various skills necessary to successfully perform the functions of the job. Job skills training resulting in a training certificate that will promote advancement in a specific job field is required.

Job skills training must include training courses that are listed on the New York State Workforce Eligible Training Provider List (ETPL). This list can be found at <https://applications.labor.ny.gov/ETPL/> under the heading Eligible Training Providers. Training providers should complete an on-line application provided at the same website to have their courses listed, if not already listed on the ETPL website.

For applicants planning to provide Job Skills Training through SNAP E&T Venture IV, a signed approval from the Local Workforce Investment Board must be submitted. Organizations must be able to demonstrate through consultation with their LWIB that the training being offered will provide workforce skills that are in demand within the local workforce investment area, and with proper preparation, participants will obtain and retain jobs within the local labor market.

d. Employment Coaching

For each SNAP E&T Venture IV participant who has achieved the 30-Day Job Retention milestone, providers are strongly encouraged to conduct an Employment Coaching meeting with the participant that reviews the participant's:

- Current job and job satisfaction
- Job progress including a discussion of attendance, interactions with co-workers, and ability to successfully complete job assignments
- Barriers to maintaining and advancing in employment
- Strategies and referrals for addressing barriers
- Options for future advancement/goals

The Employment Coaching meeting is designed to help increase retention prospects for this population. The meeting must be completed in conjunction with the participant and the case manager preferably face-to-face, but a phone discussion is also acceptable, and should take approximately 30 to 60 minutes. After the meeting, a signed Employment Coaching Plan providing a summary of the meeting and outcomes must be provided to OTDA.

e. Connecting Participants with Available Jobs

Applicant organizations should develop a job placement strategy that matches the skills and abilities of participants with local labor market openings. While the goal for all SNAP E&T Venture IV participants is to find above minimum wage employment with benefits and advancement opportunities, it is understood that their move toward economic independence is a process consisting of a series of steps. Many SNAP E&T Venture IV enrollees may test at low functioning levels, and at the present time may qualify for only certain types of jobs. Applicant organizations need to understand the local labor market and be aware of employers/industries that hire individuals with limited academic or employment achievements. We encourage SNAP E&T Venture IV applicants to engage in discussions with employers who can support this initiative.

The following table provides SNAP E&T Venture IV Program Milestone definitions for SNAP only participants.

Milestone	Value	50% Reimbursement	Definition	Policy
Career Plan Plus 60 Instructional Hours	\$1,000	\$500	A Career Plan includes an assessment of the participant's educational level, and participation in education related to employment ABE, ASE, ESOL, HSE preparation, Job Readiness, vocational training, or job skills training for at least 60 instructional hours.	This SNAP E&T milestone must be achieved before other SNAP E&T milestones can be claimed.
Educational Gain	\$1,000	\$500	Participant advances one ABE, ASE, or ESOL NRS education functioning level as determined by pre-and post-testing.	Up to four Educational Gain SNAP E&T milestones may be claimed per participant.
Credential	\$500	\$250	Level 1: Job skills training programs that require less than 60 instructional hours.	Up to two Credential milestones may be claimed for a participant. For example, two milestones may be claimed for the individual who achieves a HSE and completes a job skills course in an in-demand occupation. This milestone may also be claimed twice for an individual who completes an entry level certification and then attains a second certificate at a more advanced level, such as CNA to LPN.
	\$1,000	\$500	Level 2: Job skills training programs that require 60-120 instructional hours.	
	\$1,500	\$750	Level 3: Job skills training programs requiring over 120 instructional hours; may include high school equivalency, Associate's or Bachelor's Degree.	
30-Day Job Entry	\$1,000	\$500	Level 1: Earning between \$180 and \$270 per week.	Only one job entry may be claimed per participant. If a participant is employed at the time of enrollment only the 90-Day retention can be claimed. If an individual is no longer participating in SNAP E&T Venture IV at the time of job entry, this milestone may only be claimed if it occurs within 90 days from the date the last milestone was achieved.
	\$1,500	\$750	Level 2: Earning between \$270 and \$405 per week.	
	\$2,000	\$1,000	Level 3: Earning about \$405 per week.	
Employment Coaching	\$250	\$125	An Employment Coaching meeting includes an assessment of the participant's current job, barriers to maintaining the job, and plans for advancement and requires a 30-60 minute, face-to-face or by phone discussion with the participant.	This milestone may be achieved 15 calendar days or anytime thereafter following achievement of the job entry milestone, but must be achieved prior to the 90-Day Job Retention milestone.
*90-Day Job Retention	\$1,000	\$500	Level 1: Earning between \$180 and \$270 per week.	Only one job entry may be claimed per participant. If a participant is employed at the time of enrollment only the 90-Day retention can be claimed. If an individual is no longer participating in SNAP E&T Venture IV at the time of job entry, this milestone may only be claimed if it occurs within 90 days from the date the last milestone was achieved.
	\$1,500	\$750	Level 2: Earning between \$270 and \$405 per week.	
	\$2,000	\$1,000	Level 3: Earning about \$405 per week.	

Please note: The weekly earning threshold reflect the \$9.00 minimum wage. Thresholds will increase proportionately when the minimum wage is raised and any subsequent increase thereafter.

* SNAP E&T funds **cannot** be used to provide retention services for those participants who were employed at the time of enrollment unless the participant obtains a new job **and** receives a wage increase of at least 20 percent as compared to the wage at enrollment. Please note: a new job may include a promotion within the same organization, but does not include a raise for the participant's current position within the same organization even if the raise is an increase of at least 20%. Examples of promotions could include a Certified Nurse's Assistant to a Licensed Practical Nurse, A Driver I to a Driver II, or a Sales Associate to an Assistant Manager. The 20% increase cannot include an increase resulting from a change to State or federal minimum wage.

The following table provides SNAP E&T Venture IV Program Milestone definitions for SNAP and SNA only participants.

Milestone	Value	50% Reimbursement	Definition	Policy
Career Plan Plus 60 Instructional Hours	\$1,250	\$625	A Career Plan includes an assessment of the participant's educational level, and participation in education related to employment ABE, ASE, ESOL, HSE preparation, Job Readiness, vocational training, or job skills training for at least 60 instructional hours.	This SNAP E&T milestone must be achieved before other SNAP E&T milestones can be claimed.
Educational Gain	\$1,250	\$625	Participant advances one ABE, ASE, or ESOL NRS education functioning level as determined by pre-and post-testing.	Up to four Educational Gain SNAP E&T milestones may be claimed per participant.
Credential	\$750	\$375	Level 1: Job skills training programs that require less than 60 instructional hours.	Up to two Credential milestones may be claimed for a participant. For example, two milestones may be claimed for the individual who achieves a HSE and completes a job skills course in an in-demand occupation. This milestone may also be claimed twice for an individual who completes an entry level certification and then attains a second certificate at a more advanced level, such as CNA to LPN.
	\$1,250	\$625	Level 2: Job skills training programs that require 60-120 instructional hours.	
	\$1,750	\$875	Level 3: Job skills training programs requiring over 120 instructional hours; may include high school equivalency, Associate's or Bachelor's Degree.	
30-Day Job Entry	\$1,250	\$625	Level 1: Earning between \$180 and \$270 per week.	Only one job entry may be claimed per participant. If a participant is employed at the time of enrollment only the 90-Day retention can be claimed. If an individual is no longer participating in SNAP E&T Venture IV at the time of job entry, this milestone may only be claimed if it occurs within 90 days from the date the last milestone was achieved.
	\$1,750	\$875	Level 2: Earning between \$270 and \$405 per week.	
	\$2,250	\$1,125	Level 3: Earning about \$405 per week.	
Employment Coaching	\$500	\$250	An Employment Coaching meeting includes an assessment of the participant's current job, barriers to maintaining the job, and plans for advancement and requires a 30-60 minute, face-to-face or by phone discussion with the participant.	This milestone may be achieved 15 calendar days or anytime thereafter following achievement of the job entry milestone, but must be achieved prior to the 90-Day Job Retention milestone.
*90-Day Job Retention	\$1,250	\$625	Level 1: Earning between \$180 and \$270 per week.	Only one job entry may be claimed per participant. If a participant is employed at the time of enrollment only the 90-Day retention can be claimed. If an individual is no longer participating in SNAP E&T Venture IV at the time of job entry, this milestone may only be claimed if it occurs within 90 days from the date the last milestone was achieved.
	\$1,750	\$875	Level 2: Earning between \$270 and \$405 per week.	
	\$2,250	\$1,125	Level 3: Earning about \$405 per week.	

Please note: The weekly earning threshold reflect the \$9.00 minimum wage. Thresholds will increase proportionately when the minimum wage is raised and any subsequent increase thereafter.

* SNAP E&T funds **cannot** be used to provide retention services for those participants who were employed at the time of enrollment unless the participant obtains a new job **and** receives a wage increase of at least 20 percent as compared to the wage at enrollment. Please note: a new job may include a promotion within the same organization, but does not include a raise for the participant's current position within the same organization even if the raise is an increase of at least 20%. Examples of promotions could include a Certified Nurse's Assistant to a Licensed Practical Nurse, A Driver I to a Driver II, or a Sales Associate to an Assistant Manager. The 20% increase cannot include an increase resulting from a change to State or federal minimum wage.

The following table provides the documentation requirements for each SNAP E&T Venture IV milestone.

Milestone	Documentation
Career Plan Plus 60 Instructional Hours	The Career Plan must be completed and maintained in the participant's file. Attendance records (class sign-in sheets, instructor rosters, or computer-generated records) must be maintained in order to document 60 hours of participation.
Educational Gain	For ESL, the test answer sheets indicating the number correct on the pre-test and post-test and the corresponding NRS levels must be documented in the participant's case record. For ABE and ASE, the test answer sheets indicating the number of correct responses, scale score or grade equivalent, and corresponding NRS level must be documented in the file.
Credential	Maintain in the participant's file: <ul style="list-style-type: none"> ▪ A copy of the High School Equivalency Diploma (HSE), Secondary School Diploma; or ▪ A copy of the HSE quarterly report; or ▪ A copy of a HSE pass/fail report provided by SED upon request at 518-485-2182 for the purposes of a case audit. ▪ A copy of the certificate of completion of a vocational or job skills training program awarded by the governing agency. Note: For trainings that also require licensure, if a certificate of completion has been claimed as a credential milestone, the attainment of the license does not constitute a second credential.
30-Day Job Entry	Wage stubs verifying 30 days of employment, an Employment Verification Form, or an equivalent employer statement must be completed and maintained in the participant case file.
Employment Coaching	Signed Employment Coaching plan documenting outcomes of the 30-60 minute coaching meeting (Attachment 15 or approved equivalent).
90-Day Job Retention	Wage stubs verifying 90 days of employment, an Employment Verification Form, or an equivalent employer statement must be completed and maintained in the participant case file.

ATTACHMENT B-2(A) - PERFORMANCE BASED BUDGET (AMENDMENT)

SUMMARY

PROJECT NAME:

SNAP E & T Venture IV

CONTRACTOR SFS PAYEE NAME:

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

CONTRACT PERIOD:

From: 10/01/2016
To: 09/30/2017

AMENDMENT VERSION NUMBER:

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
6	Career Plan + 60	\$1,250.00	\$625.00	113	\$70,625.00	\$70,625.00	100 %	\$0.00	\$141,250.00
7	Educational Gain	\$1,250.00	\$625.00	145	\$90,625.00	\$90,625.00	100 %	\$0.00	\$181,250.00
8	Credentialed	\$1,750.00	\$875.00	57	\$49,875.00	\$49,875.00	100 %	\$0.00	\$99,750.00
9	Employment Coaching	\$500.00	\$250.00	18	\$4,500.00	\$4,500.00	100 %	\$0.00	\$9,000.00
10	Job Entry	\$2,250.00	\$1,125.00	47	\$52,875.00	\$52,875.00	100 %	\$0.00	\$105,750.00
11	Job Retention	\$2,250.00	\$1,125.00	28	\$31,500.00	\$31,500.00	100 %	\$0.00	\$63,000.00
Subtotal					\$300,000.00	\$300,000.00	100 %	\$0.00	\$600,000.00
Available Bonus					\$0.00				\$0.00
TOTAL					\$300,000.00	\$300,000.00	100 %	\$0.00	\$600,000.00

ATTACHMENT B-2(A) PERFORMANCE BASED BUDGET (AMENDMENT)

DETAIL

#.	GRANT AMOUNT PER UNIT			NUMBER OF UNITS			GRANT FUNDS		
	ORIGINAL	CHANGE	REVISED AMOUNT	ORIGINAL	CHANGE	REVISED NUMBER	ORIGINAL BUDGET	CHANGE	REVISED BUDGET
	\$0.00	\$0.00	\$0.00	0	0	0	\$0.00	\$0.00	\$0.00
6	\$625.00	\$0.00	\$625.00	113	0	113	\$70,625.00	\$0.00	\$70,625.00
7	\$625.00	\$0.00	\$625.00	136	0	145	\$85,000.00	\$0.00	\$90,625.00
8	\$875.00	\$0.00	\$875.00	58	0	57	\$50,750.00	\$0.00	\$49,875.00
9	\$250.00	\$0.00	\$250.00	37	0	18	\$9,250.00	\$0.00	\$4,500.00
10	\$1,125.00	\$0.00	\$1,125.00	47	0	47	\$52,875.00	\$0.00	\$52,875.00
11	\$1,125.00	\$0.00	\$1,125.00	28	0	28	\$31,500.00	\$0.00	\$31,500.00
BONUS									
TOTAL	\$4,625.00	\$0.00	\$4,625.00	419	0	408	\$300,000.00	\$0.00	\$300,000.00

**ATTACHMENT B-1 (A) PERFORMANCE BASED BUDGET (AMENDMENT)
JUSTIFICATION**

Please provide a justification for the amendments herein:

Allowable movement of funds between milestone categories

[Empty rectangular box for justification text]

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME:

SNAP E. & T. Venture IV

CONTRACTOR SFS PAYEE NAME:

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

CONTRACT PERIOD:

From: 10/01/2016
To: 09/30/2017

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes. Through the coordinated efforts of the Clinton-Essex-Warren-Washington BOCES a.k.a. Champlain Valley Educational Services (CVES) and the Franklin-Essex-Hamilton BOCES, the North Country Region (NCR) SNAP Venture IV will assist the Department of Social Services in addressing the job skills training and employment needs of SNAP applicants and recipients. Funding will be utilized to provide career planning and case management; educational activities; job readiness training; job skills training; employment and post-employment services to assist SNAP IV participants obtain employment, retain employment and increase employment advancement. This funding will enable SNAP IV participants to be successful in their roles as workers, parents/family members, and citizens/community members.

The target population for this funding is "hard to serve" participants, specifically: residents of Twin Oaks Halfway House; St. Joseph's Addiction Treatment and Recovery Center; recently released inmates from the Clinton, Essex and Franklin County Correctional Facilities; referrals from Drug Courts and Probation; limited English proficiency; low literacy levels; no high school diploma or equivalent; work limited; are unemployed or underemployed parents and/or are in receipt of Safety Net Assistance; and, eligible youth between the ages of 16 to 24.

The outcomes for our NCR SNAP Venture IV Program are to achieve Career Plans + 60, Educational Gains, Credentials, Job Coaching and Job Entries/Retentions each year.

The NCR SNAP Venture IV program will be located at the OneWorkSource Centers in Clinton, Essex, and Franklin Counties. Job skills training will take place at CEWW BOCES, FEH BOCES and Clinton Community College. Hours of Operation for educational activities and job skills training will be Monday – Friday, 8:00 a.m. – 9:00 p.m. Location at the OWS Centers provides easy access to our partner agencies and assists us in transitioning participants through various literacy, education, job skills training and employment activities. It also provides for numerous referrals from our partner agencies, including ACCES –VR, the Employment and Training Agency (the employment unit of DSS), the Department of Labor, Clinton Community College, the Workforce Development Board and Veteran's Training Services. Both CVES and FEH BOCES have received WIOA Literacy Zone funding to operate Family Welcome Centers (FWC) at the OWS Centers and, as a result, have developed an extensive array of partnerships which will be utilized in identifying, recruiting, and providing services to participants.

Contract Number: # TDA01-C00248GG-3410000

Our service delivery will focus on integrating all aspects of education, job readiness, job skills training, and employment/retention activities into the participant's individualized Career and College Readiness Plan (CCRP). Each participant will be assigned a case manager after completing the TABE assessment and attending the intake/orientation. The participant, case manager and teacher will meet to complete a comprehensive College and Career Readiness Plan. The CCRP serves as the cornerstone as participants transition from one class to the next. The case manager will help participants understand the pathway to earning a HSED, if necessary, and ensure the participant is placed in the appropriate HSE class. The case manager will support next step transitions at all levels of instruction, between programs, post-secondary education or job skills training, and in employment, retention and self-sufficiency. The case manager will ensure that participants are accessing supportive services and benefits to ensure that families are stabilized and that our participants are able to persist in reaching their education, job skills training, post-secondary, and employment goals.

Literacy/High School Equivalency programs will be offered to participants with grade levels of 0-12.9. Programs are NYS approved, taught by certified teachers, and delivered through traditional and non-traditional means.

Instructional programs and job skills training that will help participants make educational advances and obtain job related skills are listed below.

Educational Programs:

Literacy/High School Equivalency programs will be offered to participants with grade levels of 0-12.9, correlating to the NRS levels of I-VI. Programs are NYS approved, taught by certified teachers, and delivered through traditional and non-traditional means. Traditional Delivery Options - classroom instruction: participants and teachers design individualized programs tailored to specific participant goals based on TABE diagnostics and other assessments. Literacy instruction includes individualized assignments based on work in the core content areas, whole group lessons, small group workshops which integrate content areas and use a variety of learning modalities, collaborative learning including peer tutoring and mentoring and project-based discovery learning through hands on projects that integrate several core areas of instruction. Work site specific curriculums are offered, as needed. Traditional classroom instruction is offered mornings, afternoons, and evenings at the OneWorkSource Centers and at various satellite sites throughout the three counties. Non-Traditional Delivery Options - distance learning is an essential component for delivering services to participants in need of alternatives to traditional classroom instruction due to work schedules, lack of transportation, family obligations, etc. Participants begin a distance learning program with a face to face TABE assessment and intake/orientation. A TABE diagnostic is completed and the teacher develops individualized assignments for participants to complete at home. Participants in a distance learning program are provided with tutoring opportunities and small group workshops at satellite sites and the OWS Centers throughout the counties.

Job Skills Training:

Certified Nursing Assistant, Home Health Aide, Licensed Practical Nurse, Phlebotomy, EKG, Healthcare Clerical Support, Financial Clerical Support, Medical Terminology Certification, Customer Service Representative Certificate Program, CDL and Class C, Food Service Worker, Welding, Assembling Industry: Manufacturing and Education, Advanced Manufacturing and OSHA. All job skills training programs have been approved by the local WIB and are listed on the NYS Workforce Eligible Training Provider List.

Our OWS partners will provide direct work related services to SNAP participants including community work experience programs, on the job training, pre-employment job shadowing, pre-employment counseling, transitional counseling and post-employment case management. Related work opportunities include supported work opportunities through ACCES-VR, job shadowing, internships, OJT opportunities through WIOA Title I. For example, participants in CNA spend 30 - 60 hours in a nursing home facility. This job shadowing experience allows participants to get a sense of the demands of the profession and the skills necessary to be successful in the field. The OWS Centers are also approved National Work Readiness Credential (NWRC) testing centers. CVES has developed a six week

Contract Number: # TDA01-C00248GG-3410000

NWRC Preparation Program enabling job seekers to be well prepared to enter the workforce with the necessary skills to not only succeed in entry level work, but to prepare for future trainings and continued growth and success in the workplace. All participants in the NWRC program utilize the NYJobZone website to complete a variety of career assessments. Participants research jobs and complete an on-line portfolio. The program features guest speakers from area businesses and coordination with our OWS partners to provide resume writing and interviewing workshops. At completion, participants participate in an Employment Seminar, coordinated through Clinton Community College, Coryer Staffing, DOL and CVES.

Post-employment case management continues through 90 days job retention.

Our SNAP granted is operated through the OneWorkSource Centers in Plattsburgh and Elizabethtown. All participants register with the Department of Labor at entry. Students complete a detailed Career and College Readiness Plan which outlines any training they have had and any training they desire. In addition, the CCRP identifies any barriers participants may have in securing and/or maintaining employment. Prior to enrolling students into training, these barriers are addressed with our case manager and our partner agencies within the OWS as well as community agencies (i.e., mental health). A Release of Information is signed with all of our partners so we are able to maintain open lines of communication regarding services being provided to participants. Supportive services are provided to students from intake to 90 days retention. These include referrals to partners, bus tokens, clothing and/or tools necessary for employment.

Our case manager is provided with weekly attendance for all SNAP participants enrolled in Job Skills Training. If there is an absence, the participant is contacted immediately so we are able to assist the student if there is a problem.

At the end of our Assembling Industry: Manufacturing and Education (AIME) training program, students participate in an Employment Seminar with manufacturing employers who are hiring. Over 90% of our students are usually hired within 2 weeks. We will be following the same model with our CNA training programs beginning in November. Before we enroll participants in other Job Skills Training classes, we review the job outlook with them. All students complete a resume. Our staff continues to maintain contact with students after they are employed via phone calls, emails, letters and face to face contact. We have found that it is important to develop a good relationship with participants during intake and 60 hours.

**ATTACHMENT C - WORK PLAN
DETAIL**

1	New Enrollments
1	SNAP/SNA Enrollees
	<u>Performance Measures</u>
1	New Enrollments - 65
2	SNAP Only Enrollees
	<u>Performance Measures</u>
*1	Career Plan +60 - 500
3	Enrollees with a criminal history
	<u>Performance Measures</u>
1	Criminal History - 300
4	Enrollees with limited English proficiency
	<u>Performance Measures</u>
1	limited English Proficiency - 25
5	Enrollees with no High School Diploma
	<u>Performance Measures</u>
1	no High School Diploma - 300
6	Non-Custodial Parent
	<u>Performance Measures</u>
1	Non-Custodial Parent - 100

ATTACHMENT C - WORK PLAN
DETAIL

7 Enrollees with a history of substance abuse

Performance Measures

1 Substance Abuse - 200

8 Youth enrollees

Performance Measures

1 Youth Enrollees - 100

2 Total Active Enrollments

1 SNAP/SNA

Performance Measures

1 Total Active Enrollments - 565

2 SNAP Only

Performance Measures

1 Total Active Enrollments - 50

ATTACHMENT C - WORK PLAN
DETAIL

3	Job Search	
1	SNAP/SNA	
	<u>Performance Measures</u>	
1	Job Search - 50	
2	SNAP Only	
	<u>Performance Measures</u>	
1	Job Search - 300	
4	Job Readiness Assistance	
1	SNAP/SNA	
	<u>Performance Measures</u>	
1	Job Readiness Assistance - 65	
2	SNAP Only	
	<u>Performance Measures</u>	
1	Job Readiness Assistance - 500	

ATTACHMENT C - WORK PLAN
DETAIL

5 Job Skills Training/Vocational Education

1 SNAP/SNA

Performance Measures

1 Job Skills Training/Vocational Training - 65

2 SNAP Only

Performance Measures

1 Job Skills Training/Vocational Education - 200

ATTACHMENT C - WORK PLAN
DETAIL

[REDACTED]

6 Educational Training

[REDACTED]

1 SNAP/SNA

Performance Measures

- 1 Educational Gain - 680
- 2 Educational Training - 80
- 3 Credential - 290
- 4 Employment Coaching - 185
- 5 Job Entry - 235
- 6 Job Retention - 140

[REDACTED]

2 SNAP Only

Performance Measures

- 1 Educational training - 600

ATTACHMENT C - WORK PLAN
DETAIL

7 Work Experience

1 SNAP/SNA

Performance Measures

1 Work Experience - 20

2 SNAP Only

Performance Measures

1 Work Experience - 10

8 Subsidized Employment

1 SNAP/SNA

Performance Measures

1 Subsidized Employment - 0

2 SNAP Only

Performance Measures

1 Subsidized Employment - 0

ATTACHMENT C - WORK PLAN
DETAIL

9 New Job Entries

1 SNAP/SNA

Performance Measures

1 New Job Entries - 35

2 SNAP Only

Performance Measures

1 New Job Entries - 200

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Quarterly Reimbursement
Number of Days/Claims: 15

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates			Due Date
From	To		

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 15 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 15 days after the end of the contract period.

Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

1
The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # TDA01-C00248GG-3410000

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ____. The agency shall complete its audit and notify vendor of the results no later than ____. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE 1 - REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED		Due Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Contract Number: # TDA01-C00248GG-3410000

Organization	Grant Opportunity	Document #	Document Role	Current Status
Clinton-Essex-Warren-Washington BOCES	Supplemental Nutrition Assistance Program Employment and Training Venture IV	TDA01-SNAPIV-2016-00023(2)	Grantee	Grantee Contract Signature Required

PROJECT/SITE ADDRESSES

Instructions:

1. Please complete all required fields.
2. If Project Statewide is "Yes", do not enter Address information. If Project Statewide is "No", Address information is required.
3. Select the Save button above to save your work frequently.
4. Click Forms Menu to return to the navigation links.

Name/Description: North Country Region SNAP Venture IV
Address 1: Project Statewide No
Address 2: OneWorkSource
City: 194 U.S. Oval
County: Plattsburgh
State: Clinton County
Zip: NY
Regional Council: 12903
Agency Specific Region: North Country (N/A)

PROGRAM SPECIFIC QUESTIONS

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.

Project Title SNAP E & T Venture IV

Proposals will consist of 2 parts: a narrative section and a budget section. To ensure that all proposals are evaluated on the same basis, all of the following questions must be answered. OTDA's Center for Employment and Economic Supports will establish Review Committees to evaluate the proposals. The evaluations process will abide by the following rules:

- A. All bidders that are determined not to be responsive or responsible will be disqualified after completing a review.
- B. Proposals that fail to meet the requirements may be disqualified after completing a full review.
- C. Applicant organizations must meet the pre-qualification requirements set forth of pages 4 and 5 of the RFP.

- 1 Describe the intended population to be served through your organization's SNAP E&T Venture IV program. Include the percentage of anticipated participants who have a history of substance abuse, have a criminal history, have limited English proficiency, are unemployed or underemployed parents and/or are in receipt of Safety Net Assistance. Priority will be given to those organizations who are targeting hard-to-serve participants as described above.

Through the coordinated efforts of the Clinton-Essex-Warren-Washington BOCES (CEWW BOCES) a.k.a. Champlain Valley Educational Services (CVES), CV-TEC Division, and the Franklin-Essex-Hamilton BOCES (FEH BOCES), the North Country Region (NCR) SNAP Venture IV seeks to assist the Department of Social Services in addressing the education, job skills training, employment and retention needs of SNAP applicants and recipients. The NCR SNAP Venture IV will provide services to the "hard to serve" participants, specifically: residents of Twin Oaks Halfway House; St. Joseph's Addiction Treatment and Recovery Center; recently released inmates from the Clinton, Essex and Franklin County Correctional Facilities; referrals from Drug Courts and Probation; limited English proficiency; low literacy levels; no high school diploma or equivalent; work limited; are unemployed or underemployed parents and/or are in receipt of Safety Net Assistance; and, eligible youth between the ages of 16 to 24. It is expected that 100% of the participants served through this proposal will fall into one or more of these categories.

- 2 Describe the methods of outreach that will be used to recruit eligible SNAP E&T Venture IV participants. Include strategies that will be used by your organization to recruit target groups identified in the RFP including: Safety Net recipients, eligible youth, have a criminal history, limited English, no high school diploma, non-custodial parents, and those with a history of substance abuse.

The following methods of outreach will be used to recruit eligible SNAP E&T Venture IV participants:

Both CVES and FEH BOCES' Adult Literacy, High School Equivalency and Job Skills Training Programs are located at the OneWorkSource (OWS) Centers in Franklin, Essex and Clinton Counties. Location at the OWS Centers provides easy access to our partner agencies and assists us in transitioning participants through various literacy, education, job skills training and employment activities. It also provides for numerous referrals from our partner agencies, including ACCES –VR, the Employment and Training Agency (the employment unit of DSS), the Department of Labor, Clinton Community College, the Workforce Development Board and Veteran's Training Services. In addition, both CVES and FEH BOCES have received WIOA Literacy Zone funding to operate Family Welcome Centers (FWC) at the OWS Centers and, as a result, have developed an extensive array of partnerships which will be utilized in identifying and recruiting eligible participants.

In each county, the LDSS requires participants applying for public assistance to attend a bi-weekly intake/orientation and Test Assessing Basic Education (TABE) assessment at the OWS Centers. During intake/orientation, we are able to inform participants of the job skills training classes available, including Certified Nursing Assistant, Welding, CDL, Assembling Industry: Manufacturing and Education (AIME), etc.; Literacy and High School Equivalency classes and distance learning programs; Family Welcome Center services; and, other opportunities offered by our partner agencies. Any individual interested in jobs skills training or HSE services immediately meets with a case manager to develop a plan. TABE results and academic/job skills training recommendations are then shared with DSS.

In each county, our staff serves on City, County, and Family Drugs Courts. The Court system mandates that participants without a HSE attend programming. After enrolling in a HSE program, many participants opt to attend job skills training funded through our current SNAP grant. In weekly meetings, a detailed progress report is provided to the Drug Courts. In addition, both counties are in receipt of WIOA Corrections Education funding. This funding allows us to provide HSE and job skills training for residents of Twin Oaks Half Way House (all residents are receiving SNAP benefits) and Clinton, Essex, and Franklin County Jails. Plans are in place for each jail to ensure exiting adults have a transitional plan in place before reentering communities. Co-located at the OWS Center is our partner, the Employment and Training Agency, whom operates WIOA Title I programs which serve eligible youth between the ages of 16-24. We provide literacy and High School Equivalency preparation at no cost to our partners. Many of these participants will also engage in job skills training classes, as well.

The DOL, also co-located at the OWS Centers, makes referrals to our programs for unemployed or underemployed adults, including parents and non-custodial parents. Frequently, we use our current SNAP funding to provide HSE and job skills training to assist these adults on their pathway from poverty toward success in their roles as life-long learners, parent/family members, citizen/community members, and workers.

- 3 Provide an outline of the process that has been developed with the area local district(s) for the identification and referral of SNAP work registrants who would benefit from program services. Include how your organization will monitor and coordinate each SNAP work registrant's countable hours of activities and how the hours will be provided to the district(s).

In each county, the LDSS requires that all participants applying for public assistance attend a bi-weekly intake/orientation and TABE assessment at the OneWorkSource Centers. During the intake/orientation, we inform participants of the education and job skills training opportunities available through our current SNAP funding and the funding offered through our partner agencies. We also inform participants of the services offered at the OneWorkSource Centers by our partner agencies. Participants complete a variety of intake paperwork (detailed in Question 5) including an Individual Student Record Form (ISRF). Participants indicate if they are interested in any of the job skills trainings on the ISRF. After intake/orientation, participants complete the TABE assessment. Upon completion of the TABE and intake/orientation, the results and recommendations are faxed to DSS Employment and Supportive Services. (CVES/FEH BOCES Attachment 16: Clinton County Department of Social Services)

All hours spent with the participant through intake, testing, case management, literacy or high school equivalency instruction, and job skills training are recorded in the Adult Student Information System & Technical Support (ASISTS) data base. The ASISTS data base is mandated for Adult Education programs receiving funding from NYSED.

At the end of each month, the LDSS sends "Attendance Verification Rosters" of enrolled participants to our HSE and Job Skills Training. (CVES/FEH BOCES Attachment 17: DSS Attendance Verification Roster) This form is completed and returned to DSS. DSS is notified if the participant stops attending. In Franklin County, attendance is reported to LDSS on a weekly basis.

- 4 Provide a detailed synopsis of the case management approach to service delivery that strives to ensure that participants with complex needs receive timely and coordinated services to support program completion, educational advancement and job placement and retention services.

Case Management is an integral function of our funding streams through NYSED and OTDA and allows us to collaboratively engage our community service agencies, the private sector, our OWS partners, and the community at large to match services to the needs of our participants, including those with complex needs and multiple barriers.

During intake/orientation at the OWS, all participants meet with our case manager to complete a Career and College Readiness Plan (CVES/FEH BOCES Attachment 18: Career and College Readiness Plan) and a Literacy Zone Family Welcome Center Needs Assessment (CVES/FEH BOCES Attachment 19: Family Welcome Center Needs Assessment). This in-depth case management permits us to make appropriate referrals to partners; and, assists in development of a comprehensive course of action for each participant, delineating steps and timelines as participants earn their NYS high school equivalency diploma and/or transition to postsecondary education, job skills training and employment.

CVES and FEH BOCES are two of the original ten adult education organizations in New York State to receive NYSED Literacy Zone funding. This funding enables us to hire case managers and to develop comprehensive referral processes to close gaps that may be preventing participants and families from accessing services. The goals of each participant are reached through a team approach and biweekly meetings with the FWC coordinator and caseworker; literacy, education, and job skills training providers; job readiness instructors, pre and post-employment counselors; and, any other partner agency involved in the participant's Career and College Readiness Plan.

Participants with learning or other disabilities are registered for the ACCESS-VR orientation, which is held at the OWS Centers bi-monthly.

Participants who are interested in job skills training meet with our SNAP E&T training case manager to determine eligibility for funding. If we are unable to fund participants, we work with our partner agencies, particularly the Employment and Training Agency, Veteran's Association, and ACCESS-VR to determine if funding is available through their programs. Throughout job skills training, we work closely with the participants to ensure that they are successful in the training. Upon completion, we work with ACCESS-VR, DOL, and the Employment and Training Agency to secure employment. Participants in need of English language proficiency are registered with our partner, Literacy Volunteers. By maintaining regular contact with participants, our case managers build up trust and a good relationship. This helps the case manager to identify emerging problems and act on them promptly. This is particularly important in job retention.

- 5 Provide a detailed description of the case management portion of the program that includes the intake and assessment process, service plan development, and on-going monitoring of the participants' progress and needs and strategies for addressing those needs.

All participants, whether through DSS or through our HSE programs, attend an intake/orientation and meet with a case manager prior to enrolling in a Literacy, High School Equivalency and Job Skills Training Program. During intake/orientation, participants learn about the variety of job skills training classes available through either our current SNAP funding or funding from our partner agencies at the OneWorkSource. Participants complete a variety of intake documents, including:

Individual Student Record Form (ISRF). This document is mandated by NYSED and includes demographic information, employment information, participant goals to include desired training, and TABE assessment scores. The ISRF is shared with the Department of Labor with permission from participants. This enables DOL staff to enroll participants in the One Stop Operating System data base prior to our participants meeting with DOL staff. Career and College Readiness Plan (CCRP). The CCRP serves as the cornerstone for participants as they enter into a program and transition at all levels of instruction, between programs, post-secondary education, job skills training, and into employment and self-sufficiency. The CCRP includes short and long term goals, work history, education levels, training completed, strengths, barriers, pre and post assessment scores, NYSED reportable goals, and progress toward goals. The participant, teacher, and caseworker delineate a plan to reach goals. The CCRP follows participants from intake until 90 days job retention.

Family Welcome Center Needs Assessment. The FWC Needs Assessment is completed by participants to assist our case managers in identifying any needs or barriers participants may have. The form is utilized to connect participants with appropriate partners and community agencies.

Americans with Disabilities Act Signature Sheet. Participants learn about the "Notice Under the Americans with Disabilities Act" and ADA grievance procedures. The Signature Sheet acknowledges that this Act has been explained to them.

Authorization for Release of Information. This document is used to enable us to share information with partners, community agencies and school districts. Washington 13. This document provides the teacher and case manager with information regarding possible learning disabilities.

If participants are receiving SNAP and wish to enter into our NCR SNAP E&T Program they will complete additional documents, including:

SNAP Enrollment and Consent Form
Release of Employment Information

The case managers and teachers utilize all of the above documents for on-going monitoring of the participants' progress and needs and strategies for addressing those needs.

- 6 Define the key functions of the case manager and include coordinating necessary services as defined by both the program participant and the case manager.

Each participant will be assigned a case manager after completing the TABE assessment and attending the intake/orientation. The participant, case manager and teacher will meet to complete a comprehensive College and Career Readiness Plan and a Family Welcome Center Needs Assessment. The CCRP serves as the cornerstone as participants transition from one class to the next. The case manager will help participants understand the pathway to earning a HSED, if necessary, and ensure the participant is placed in the appropriate HSE class. The case manager will support next step transitions at all levels of instruction, between programs, post-secondary education or job skills training, and in employment and self-sufficiency. The case manager will ensure that participants are accessing supportive services and benefits to ensure that families are stabilized and our participants are able to persist in reaching their literacy, job skills training, post-secondary, and employment goals. It will be the role of the case manager to advise and assist the participant from entry into a program through completion, including 90 day job retention.

- 7 Describe the roles and responsibilities of partner agencies including the local district(s). An LDSS partnership form from each district in which program participants you plan to serve reside and acknowledgment of the districts' commitment to supporting the program must be included and uploaded to the Pre-Submission Uploads section via Attachment 2.

The roles and responsibilities of partner agencies including local districts are:

The NYS Department of Labor will provide referrals, job readiness and employment services for our participants. All SNAP participants will be registered in the One Stop Operating System (OSOS). They will also conduct Job Fairs within the OWS Centers.

The Clinton County Employment and Training Agency (CCETA), the Employment Unit of DSS, will provide referrals, job readiness classes and pay for job skills training and supportive services through their WIOA Title I funding for participants, ages 16-24. In addition, we will subcontract with them to assist with employment and retention of SNAP participants.

Clinton Community College will provide postsecondary services and co-teach Assembling Industry: Manufacturing and Education (AIME) job skills training class.

ACCES-VR will make referrals, assist in job skills training and supportive services costs, and assist with employment and retention of SNAP participants.

The Department of Social Services (DSS) will make referrals, provide child care, transportation, and work readiness activities through Work Now.

CV-TEC and FEH BOCES' Family Welcome Centers, operated through the OneWorkSource Centers, will provide extensive case management and referrals to community partners and agencies. The case manager will ensure that participants are accessing supportive services and benefits to ensure that families are stabilized and our participants are able to persist in reaching their literacy, job skills training, post-secondary, and employment goals.

Our Business and Industry partners will continue to participate in "Employment Seminars", National Work Readiness Credential preparation, hire our participants and complete Employment Verification Forms.

- 8 Describe your intake and assessment process and how the Career Plan will be developed and used. Describe how the agency will provide Employment Coaching to participants who have obtained a job. Include in your description staff responsible for completion of the plan and strategies for staying connected with participants who have become employed.

All participants, whether through DSS or through our HSE programs, attend an intake/orientation and meet with a case manager prior to enrolling in a Literacy, High School Equivalency or Job Skills Training Program. During intake/orientation, participants learn about the variety of job skills training classes available through either our current SNAP funding or funding from our partner agencies at the OneWorkSource. Participants complete a variety of intake documents, including:

Individual Student Record Form (ISRF). This document is mandated by NYSED and includes demographic information, employment information, participant goals to include desired job skills training, and TABE assessment scores. The ISRF is shared with the Department of Labor with permission from participants. This enables DOL staff to enroll participants in the One Stop Operating System data base prior to our participants meeting with DOL staff. Career and College Readiness Plan (CCRP). The CCRP serves as the cornerstone for participants as they enter into a program and transition at all levels of instruction, between programs, post-secondary education, job skills training, and into employment and self-sufficiency. The CCRP includes short and long term goals, work history, education levels, training completed, strengths, barriers, pre and post assessment scores, NYSED reportable goals, and progress toward goals. The participant, teacher, and caseworker delineate a plan to reach goals. The CCRP follows a participant from intake until 90 days retention.

Family Welcome Center Needs Assessment. The FWC Needs Assessment is completed by participants to assist our case managers in identifying any needs or barriers participants may have. The form is utilized to connect participants with appropriate partners and community agencies.

Americans with Disabilities Act Signature Sheet. During intake/orientation, participants learn about the "Notice Under the Americans with Disabilities Act" and ADA grievance procedures. The Signature Sheet acknowledges that this Act has been explained to them.

Authorization for Release of Information. This document is used to enable us to share information with partners, community agencies and school districts. Washington 13. This document provides the teacher and case manager with information regarding possible learning disabilities.

If participants are receiving SNAP and wish to enter into our NCR SNAP E&T Program they will complete additional documents, including:

SNAP Enrollment and Consent Form

Release of Employment Information

After intake/orientation, participants are assessed using the Test of Adult Basic Education 9 & 10.

CV-TEC and FEH BOCES will provide Employment Coaching to participants who have obtained a job. The staff responsible will be the case managers as they have already developed a relationship with participants. Staff stays connected with participants who have become employed through phone, email and Facebook. The key strategy for staying connected with participants who have become employed is to build up trust and a good relationship with the participant prior to employment and to maintain regular contact.

- 9 Provide a list of instructional programs or job skills training that will help participants make educational advances and obtain job related skills. Outline the work activities that will be used in conjunction with educational activities, and the job placement, retention and improvement strategies that will be used to help participants enter and retain employment, receive raises, and advance on the job. Include a detailed description of the job retention services available to participants.

Instructional programs and job skills training that will help participants make educational advances and obtain job related skills are listed below.

Educational Programs:

Literacy/High School Equivalency programs will be offered to participants with grade levels of 0-12.9, correlating to the NRS levels of I-VI. Programs are NYS approved, taught by certified teachers, and delivered through traditional and non-traditional means. Traditional Delivery Options - classroom instruction; participants and teachers design individualized programs tailored to specific participant goals based on TABE diagnostics and other assessments. Literacy instruction includes individualized assignments based on work in the core content areas, whole group lessons, small group workshops which integrate content areas and use a variety of learning modalities, collaborative learning including peer tutoring and mentoring and project-based discovery learning through hands on projects that integrate several core areas of instruction. Work site specific curriculums are offered, as needed. Traditional classroom instruction is offered mornings, afternoons, and evenings at the OneWorkSource Centers and at various satellite sites throughout the three counties. Non-Traditional Delivery Options - distance learning is an essential component for delivering services to participants in need of alternatives to traditional classroom instruction due to work schedules, lack of transportation, family obligations, etc. Participants begin a distance learning program with a face to face TABE assessment and intake/orientation. A TABE diagnostic is completed and the teacher develops individualized assignments for participants to complete at home. Participants in a distance learning program are provided with tutoring opportunities and small group workshops at satellite sites and the OWS Centers throughout the counties.

Job Skills Training:

Certified Nursing Assistant, Home Health Aide, Licensed Practical Nurse, Phlebotomy, EKG, Healthcare Clerical Support, Financial Clerical Support, Medical Terminology Certification, Customer Service Representative Certificate Program, CDL and Class C, Food Service Worker, Welding, Assembling Industry: Manufacturing and Education, Advanced Manufacturing and OSHA. All job skills training programs have been approved by the local WIB and are listed on the NYS Workforce Eligible Training Provider List.

Our OWS partners will provide direct work related services to SNAP participants including community work experience programs, on the job training, pre-employment job shadowing, pre-employment counseling, transitional counseling and post-employment case management. Related work opportunities include supported work opportunities through ACES-VR, job shadowing, internships, OJT opportunities through WIOA Title I. For example, participants in CNA spend 30 – 60 hours in a nursing home facility. This job shadowing experience allows participants to get a sense of the demands of the profession and the skills necessary to be successful in the field. The OWS Centers are also approved National Work Readiness Credential (NWRC) testing centers. CVES has developed a six week NWRC Preparation Program enabling job seekers to be well prepared to enter the workforce with the necessary skills to not only succeed in entry level work, but to prepare for future trainings and continued growth and success in the workplace. All participants in the NWRC program utilize the NYJobZone website to complete a variety of career assessments. Participants research jobs and complete an on-line portfolio. The program features guest speakers from area businesses and coordination with our OWS partners to provide resume writing and interviewing workshops. At completion, participants participate in an Employment Seminar, coordinated through Clinton Community College, Coryer Staffing, DOL and CVES. Post-employment case management continues through 90 days job retention.

- 10 Describe your organization and why your organization is uniquely qualified to provide the services sought in this RFP. Describe your organization's experience providing educational and job skills training and job placement and retention services to low-income individuals with varying barriers to employment.

The Adult Literacy, High School Equivalency and Job Skills Training Department of CVES, CV-TEC Division, has been dedicated to providing high quality, results-based Adult Basic Education, High School Equivalency, and Job Skills Training since 1991. Our NYSED Report Card for NYSED continually is Highly Proficient or Proficient. As indicated by the NYSED TASC Quarterly Report, CV-TEC had an 88% TASC pass for the period of January 1, 2014 – December 31, 2014 compared to a New York State pass rate of 62%. CVES and FEH BOCES have extensive business and industry contacts and have been leaders in the evolution of the Workforce Development system and Welfare to Work program development in our counties. Our BOCES' have provided services to Safety Net and SNAP recipients, including: HSE preparation programs, job readiness training, life skills programs, pregnant and parenting teen case management, non-traditional skills training for teens, family literacy programs, and tutoring. Each BOCES is experienced with program development and implementation and grants management. We have successfully implemented Educational Resources Programs; FSET Programs; WIA Title I-B youth grants; WIA Title II Adult Basic Literacy, Literacy Zones, and Incarcerated Education grants; LIVES II Program; and Literacy Zone funding. CVES, FEH BOCES and our DSS employment and training units have been providing job placement and retention services for the past two decades. A variety of funding sources such as CEOSC, Emerging Workers Title I-B Youth Grant, BRIDGE, EDGE, Educational Resources, WIA Title II, LIVES II, FSET, Iroquois Healthcare, JCEO, etc. required employment and retention as an outcome. We have had large success with milestone-based programs in meeting our job entry and retention milestones. CVES currently has SNAP Venture III funding and contracts with FEH BOCES. In addition CEWW BOCES and FEH BOCES are subcontractors for our Workforce Development Board for the OTDA Career Pathways Program.

- 11 Describe and provide evidence of your organization's experience and accomplishments relevant to the services sought under this RFP including specific outcome data related to education and job skills training and job placement and retention of the target population. Include names and contact information of agencies for verification of performance. Indicate if you would be able to begin service delivery October 1, 2016. Uploaded information from funding agency such as letters that include evidence of performance are strongly encouraged. Uploads can be added to the Pre-Submission Uploads section of the proposal.

OTDA SNAP E&T Venture III Funding: CVES and FEH BOCES have been serving this population for over 15 years. We currently operate a SNAP E&T Venture III program and have recently received an additional \$600,000 (our 3rd award since the contract started in 2012) because we have met job placement, job retention and other milestones. Attached is the email indicating our award. (Attachment 20: SNAP E&T Venture III Additional Award) We pride ourselves on completing all vouchers and required paperwork and documentation in a timely manner. This can be verified through our OTDA contact, Terilee Stoddard. Our last audit was on August 15, 2014. Attached is the letter from OTDA indicating that the review found that "all programs, activities and services are being provided in an effective manner" and "I am pleased to note that a review of our records indicates you are current with all reporting and claiming requirements". (Attachment 21: OTDA Audit Results August 15, 2014)

Department of Labor Unemployed Worker Training Funding: CVES has received Unemployed Worker Training funding since 2014. Attached is an email dated June 17, 2016. Grant Miller from DOL audited our files and reported to us that a formal letter would be coming to us indicating that there are "No Findings". (Attachment 22: Email Indicating "No Findings") We have not received our formal letter as of this date. Attached is a letter from DOL indicating our audit results from October 1, 2015. (Attachment 23: DOL Audit Results October 1, 2015)

New York State Department of Education: Attached are CVES' and FEH BOCES' 2014-2015 New York State Report Card for Adult Education Providers in New York State. Both CVES and FEH BOCES continually perform at Proficient or Highly Proficient and exceed all NYS Benchmarks. For follow-up outcomes, which include HSE/Secondary Credential; Post-Secondary or Training; Obtain Employment; and, Retain Employment both organizations scored in the top quartile. (Attachment 24: NYS Report Card for Adult Education Providers)

In the fall of 2013, the NYSED had a Federal audit for EPE and WIA programs. As part of their overall audit, they needed to select 2 programs throughout the State for the federal auditors to visit and audit. CV-TEC was chosen as one of these programs. After a full day audit of our practices, partners, classroom activities, and student files, the auditors met and provided NYSED and CV-TEC with the results. They stated to the NYSED that this was the best audit they had throughout the country. They were extremely impressed with our partners, our teaching staff, our work within the community and our documentation. This can be verified by Constance Carroll, NYSED Regional Liaison at (518) 474-5906.

Cathy Snow, Program Manager for CV-TEC Adult Literacy, HSE and Job Skills Training Program, has represented the New York State Education Department in 2015 and 2016 at the Annual March on the Hill (MOTH) Event in Washington, D.C. for Adult Education State Directors. She has been asked to represent NYSED again in 2017. During this event, State Education Directors meet with Congressional Districts to explain the need, impact and success of adult education programs across NYS. In addition Cathy currently serves as the Regional Coordinator for the New York Association for Continuing and Community Education (NYACCE) and is a former President of the organization. This can be verified by Constance Carroll, NYSED Regional Liaison at (518) 474-5906.

Joe Campbell, Program Manager for FEH BOCES Adult Literacy, HSE and Job Skills Training Program is currently the President of the New York Association for Continuing and Community Education (NYACCE) and serves as the Manager of the OneWorkSource Center in Franklin County.

12 The reimbursement schedule will be used to score your budget compared to other applicants. Your budget score will be rated based on the proposed number of participants who will reach the milestones as outlined under this RFP. Upload the completed Reimbursement Schedule (Attachment 14) to the Pre-Submission Uploads section.

14

PERFORMANCE BUDGET

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.
3. Once an deliverable/outcome item has been saved successfully, select the Add button above to add additional deliverable/outcome items.
4. Click Forms Menu to return to the navigation links.

When completing the Performance Based Budget columns Deliverable/Outcome, Total Amount Per Unit and Number of Units must be completed. Total Match Funds should be entered if there is a match/local share component to the program. Line Total and Category Total will populate automatically.

Details

Deliverable/Outcome Career Plan + 60
Financial
Total Amount Per Unit \$1,250.00
Grant Amount Per Unit \$625.00
Number of Units 113
Total Grant Funds \$70,625.00
Total Match Funds \$70,625.00
Match % 0%

Other Funds

Line Total	\$141,250.00
Category Total	\$600,000.00

Page ID 6

[Click here to see a summary of the detail entered for this category.](#)

| CATEGORY TOTAL SUMMARY |

PERFORMANCE BUDGET

Instructions:

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4. Click Forms Menu to return to the navigation links.

When completing the Performance Based Budget columns Deliverable/Outcome, Total Amount Per Unit and Number of Units must be completed. Total Match Funds should be entered if there is a match/local share component to the program. Line Total and Category Total will populate automatically.

Details

Deliverable/Outcome Educational Gain
Financial
Total Amount Per Unit \$1,250.00
Grant Amount Per Unit \$625.00
Number of Units 145
Total Grant Funds \$90,625.00
Total Match Funds \$90,625.00
Match % 0%

Other Funds

Line Total	\$181,250.00
Category Total	\$600,000.00

Page ID 7

[Click here to see a summary of the detail entered for this category.](#)

| CATEGORY TOTAL SUMMARY |

PERFORMANCE BUDGET

Instructions:

1. Please complete all the required fields.
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3. Once an deliverable/outcome item has been saved successfully, select the Add button above to add additional deliverable/outcome items.
4. Click Forms Menu to return to the navigation links.

When completing the Performance Based Budget columns Deliverable/Outcome, Total Amount Per Unit and Number of Units must be completed. Total Match Funds should be entered if there is a match/local share component to the program. Line Total and Category Total will populate automatically.

Details

Deliverable/Outcome Credential
 Financial
Total Amount Per Unit \$1,750.00
Grant Amount Per Unit \$875.00
Number of Units 57
Total Grant Funds \$49,875.00
Total Match Funds \$49,875.00
Match % 0%

Other Funds

Line Total	\$99,750.00
Category Total	\$600,000.00

Page ID 8

[Click here to see a summary of the detail entered for this category.](#)

| CATEGORY TOTAL SUMMARY |

PERFORMANCE BUDGET

Instructions:

1. Please complete all the required fields.
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3. Once an deliverable/outcome item has been saved successfully, select the Add button above to add additional deliverable/outcome items.
4. Click Forms Menu to return to the navigation links.

When completing the Performance Based Budget columns Deliverable/Outcome, Total Amount Per Unit and Number of Units must be completed. Total Match Funds should be entered if there is a match/local share component to the program. Line Total and Category Total will populate automatically.

Details

Deliverable/Outcome Employment Coaching
 Financial
Total Amount Per Unit \$500.00
Grant Amount Per Unit \$250.00
Number of Units 18
Total Grant Funds \$4,500.00
Total Match Funds \$4,500.00
Match % 0%

Other Funds

Line Total	\$9,000.00
Category Total	\$600,000.00

Page ID 9

[Click here to see a summary of the detail entered for this category.](#)

| CATEGORY TOTAL SUMMARY |

PERFORMANCE BUDGET

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.
3. Once an deliverable/outcome item has been saved successfully, select the Add button above to add additional deliverable/outcome items.
4. Click Forms Menu to return to the navigation links.

When completing the Performance Based Budget columns Deliverable/Outcome, Total Amount Per Unit and Number of Units must be completed. Total Match Funds should be entered if there is a match/local share component to the program. Line Total and Category Total will populate automatically.

Details

Deliverable/Outcome Job Entry
 Financial
Total Amount Per Unit \$2,250.00
Grant Amount Per Unit \$1,125.00
Number of Units 47
Total Grant Funds \$52,875.00
Total Match Funds \$52,875.00
Match % 0%

Other Funds

Line Total	\$105,750.00
Category Total	\$600,000.00

Page ID 10
 Click here to see a summary of the detail entered for this category.
 | CATEGORY TOTAL SUMMARY |

PERFORMANCE BUDGET

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.
3. Once an deliverable/outcome item has been saved successfully, select the Add button above to add additional deliverable/outcome items.
4. Click Forms Menu to return to the navigation links.

When completing the Performance Based Budget columns Deliverable/Outcome, Total Amount Per Unit and Number of Units must be completed. Total Match Funds should be entered if there is a match/local share component to the program. Line Total and Category Total will populate automatically.

Details

Deliverable/Outcome	Job Retention
Financial	
Total Amount Per Unit	\$2,250.00
Grant Amount Per Unit	\$1,125.00
Number of Units	28
Total Grant Funds	\$31,500.00
Total Match Funds	\$31,500.00
Match %	0%

Other Funds

Line Total	\$63,000.00
Category Total	\$600,000.00

Page ID 11
 Click here to see a summary of the detail entered for this category.
 | CATEGORY TOTAL SUMMARY |

PERFORMANCE SUMMARY

Instructions:

1. If an available bonus is applicable Available Bonus should be completed.
2. Select the Save button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

The Performance Budget Summary is a summarization of all Performance Budget Detail items. You may view the individual detail items by selecting the Performance Budget Detail Link in the Forms Menu or Navigation Links at the bottom of the page.

	Grant Funds	Match Funds	Match Funds Calculated	Match % Calculated	Match % Required	Other Funds	Total
Subtotal	\$300,000.00	\$300,000.00	\$0	100%	0%	\$0	\$600,000.00
Available Bonus							\$0
TOTAL	\$300,000.00	\$300,000.00	\$150,000.00	100%	50%	\$0	\$600,000.00
Period Total	\$300,000.00						

WORK PLAN OVERVIEW FORM

Instructions:

The purpose of this form is to capture organizational information necessary for application processing, as well as a detailed accounting of the proposed or funded project. It is made up of three sections:

1. Project Summary
2. Organizational Capacity
3. Project Details - Objectives, Tasks and Performance Measures

If applicable, specific instructions/requirements for completing these sections may be found in the Grant Opportunity under which you are applying. Click Forms Menu to return to the navigation links.

Work Plan Period From 10/1/2016 To 9/30/2021

Project Summary

Provide a high-level overview of the project, including the overall goal and desired outcomes. Include information

such as location, target population, overall number of persons to be served, service delivery method and hours of operation. Through the coordinated efforts of the Clinton-Essex-Warren-Washington BOCES a.k.a. Champlain Valley Educational Services (CVES) and the Franklin-Essex-Hamilton BOCES, the North Country Region (NCR) SNAP Venture IV will assist the Department of Social Services in addressing the job skills training and employment needs of SNAP applicants and recipients. Funding will be utilized to provide career planning and case management; educational activities; job readiness training; job skills training; employment and post-employment services to assist SNAP IV participants obtain employment, retain employment and increase employment advancement. This funding will enable SNAP IV participants to be successful in their roles as workers, parents/family members, and citizens/community members.

The target population for this funding is "hard to serve" participants, specifically: residents of Twin Oaks Halfway House; St. Joseph's Addiction Treatment and Recovery Center; recently released inmates from the Clinton, Essex and Franklin County Correctional Facilities; referrals from Drug Courts and Probation; limited English proficiency; low literacy levels; no high school diploma or equivalent; work limited; are unemployed or underemployed parents and/or are in receipt of Safety Net Assistance; and, eligible youth between the ages of 16 to 24.

The outcomes for our NCR SNAP Venture IV Program are to achieve Career Plans + 60, Educational Gains, Credentials, Job Coaching and Job Entries/Retentions each year.

The NCR SNAP Venture IV program will be located at the OneWorkSource Centers in Clinton, Essex, and Franklin Counties. Job skills training will take place at CEVWV BOCES, FEH BOCES and Clinton Community College. Hours of Operation for educational activities and job skills training will be Monday – Friday, 8:00 a.m. – 9:00 p.m. Location at the OWS Centers provides easy access to our partner agencies and assists us in transitioning participants through various literacy, education, job skills training and employment activities. It also provides for numerous referrals from our partner agencies, including ACCES –VR, the Employment and Training Agency (the employment unit of DSS), the Department of Labor, Clinton Community College, the Workforce Development Board and Veteran's Training Services. Both CVES and FEH BOCES have received WIOA Literacy Zone funding to operate Family Welcome Centers (FWC) at the OWS Centers and, as a result, have developed an extensive array of partnerships which will be utilized in identifying, recruiting, and providing services to participants.

Our service delivery will focus on integrating all aspects of education, job readiness, job skills training, and employment/retention activities into the participant's individualized Career and College Readiness Plan (CCRP). Each participant will be assigned a case manager after completing the TABE assessment and attending the intake/orientation. The participant, case manager and teacher will meet to complete a comprehensive College and Career Readiness Plan. The CCRP serves as the cornerstone as participants transition from one class to the next. The case manager will help participants understand the pathway to earning a HSED, if necessary, and ensure the participant is placed in the appropriate HSE class. The case manager will support next step transitions at all levels of instruction, between programs, post-secondary education or job skills training, and in employment, retention and self-sufficiency. The case manager will ensure that participants are accessing supportive services and benefits to ensure that families are stabilized and that our participants are able to persist in reaching their education, job skills training, post-secondary, and employment goals.

Literacy/High School Equivalency programs will be offered to participants with grade levels of 0-12.9. Programs are NYS approved, taught by certified teachers, and delivered through traditional and non-traditional means.

Instructional programs and job skills training that will help participants make educational advances and obtain job related skills are listed below.

Educational Programs:

Literacy/High School Equivalency programs will be offered to participants with grade levels of 0-12.9, correlating to the NRS levels of I-VI. Programs are NYS approved, taught by certified teachers, and delivered through traditional and non-traditional means. Traditional Delivery Options - classroom instruction: participants and teachers design individualized programs tailored to specific participant goals based on TABE diagnostics and other assessments. Literacy instruction includes individualized assignments based on work in the core content areas, whole group lessons, small group workshops which integrate content areas and use a variety of learning modalities, collaborative learning including peer tutoring and mentoring and project-based discovery learning through hands on projects that integrate several core areas of instruction. Work site specific curriculums are offered, as needed. Traditional classroom instruction is offered mornings, afternoons, and evenings at the OneWorkSource Centers and at various satellite sites throughout the three counties. Non-Traditional Delivery Options - distance learning is an essential component for delivering services to participants in need of alternatives to traditional classroom instruction due to work schedules, lack of transportation, family obligations, etc. Participants begin a distance learning program with a face to face TABE assessment and intake/orientation. A TABE diagnostic is completed and the teacher develops individualized assignments for participants to complete at home. Participants in a distance learning program are provided with tutoring opportunities and small group workshops at satellite sites and the OWS Centers throughout the counties.

Job Skills Training:

Certified Nursing Assistant, Home Health Aide, Licensed Practical Nurse, Phlebotomy, EKG, Healthcare Clerical Support, Financial Clerical Support, Medical Terminology Certification, Customer Service Representative Certificate Program, CDL and Class C, Food Service Worker, Welding, Assembling Industry: Manufacturing and Education, Advanced Manufacturing and OSHA. All job skills training programs have been approved by the local WIB and are listed on the NYS Workforce Eligible Training Provider List.

Our OWS partners will provide direct work related services to SNAP participants including community work experience programs, on the job training, pre-employment job shadowing, pre-employment counseling, transitional counseling and post-employment case management. Related work opportunities include supported work opportunities through ACCES-VR, job shadowing, internships, OJT opportunities through WIOA Title I. For example, participants in CNA spend 30 – 60 hours in a nursing home facility. This job shadowing experience allows participants to get a sense of the demands of the profession and the skills necessary to be successful in the field. The OWS Centers are also approved National Work Readiness Credential (NWRC) testing centers. CVES has developed a six week NWRC Preparation Program enabling job seekers to be well prepared to enter the workforce with the necessary skills to not only succeed in entry level work, but to prepare for future trainings and continued growth and success in the workplace. All participants in the NWRC program utilize the NY.JobZone website to complete a variety of career assessments. Participants research jobs and complete an on-line portfolio. The program features guest speakers from area businesses and coordination with our OWS partners to provide resume writing and interviewing workshops. At completion, participants participate in an Employment Seminar, coordinated through Clinton Community College, Coryer Staffing, DOL and CVES.

Post-employment case management continues through 90 days job retention.

Our SNAP granted is operated through the OneWorkSource Centers in Plattsburgh and Elizabethtown. All participants register with the Department of Labor at entry. Students complete a detailed Career and College Readiness Plan which outlines any training they have had and any training they desire. In addition, the CCRP identifies any barriers participants may have in securing and/or maintaining employment. Prior to enrolling students into training, these barriers are addressed with our case manager and our partner agencies within the OWS as well as community agencies (i.e., mental health). A Release of Information is signed with all of our partners so we are able to maintain open lines of communication regarding services being provided to participants. Supportive services are provided to students from intake to 90 days retention. These include referrals to partners, bus tokens, clothing and/or tools necessary for employment.

Our case manager is provided with weekly attendance for all SNAP participants enrolled in Job Skills Training. If there is an absence, the participant is contacted immediately so we are able to assist the student if there is a problem.

At the end of our Assembling Industry: Manufacturing and Education (AIME) training program, students participate in an Employment Seminar with manufacturing employers who are hiring. Over 90% of our students are usually hired within 2 weeks. We will be following the same model with our CNA training programs beginning in November. Before we enroll participants in other Job Skills Training classes, we review the job outlook with them. All students complete a resume.

Our staff continues to maintain contact with students after they are employed via phone calls, emails, letters and face to face contact. We have found that it is important to develop a good relationship with participants during intake and 60 hours.

Organizational Capacity

Describe the staffing, qualifications and ongoing staff development/training activities, and relevant experience of the provider organization to support the project.

consists of program administration, NYS certified teachers and case managers. Clinton/Essex/Warren/Washington BOCES, a.k.a. Champlain Valley Educational Center (CVES) and FEH BOCES are dedicated to a continuous plan of professional development for program administrators, teachers and case managers that begins with pre-service activities for new staff and continues through the life of our professional careers. Each funded NYSED adult education program is assigned to a Regional Adult Education Network (RAEN). The Capital Region/North Country RAEN is charged with the planning and implementation of high quality, research-based professional development delivered throughout our counties. As funded programs, CVES and FEH BOCES staff are required to access a minimum of 12 hours each of staff development offered through our RAEN. Areas of professional development vary for each teacher and case manager based on job duties, technology and other self-assessments, and professional goals. In addition to RAEN sponsored staff development, each BOCES has 4 professional development days built into the school calendar. The staff also participates in webinars, OWS monthly staff development meetings and independent research. The program manager for CVES Adult Literacy, HSE and Job Skills Training was trained to be a Career Pathway train the trainer for Capital Region/North Country in the of Fall 2015.

Relevant experience of CVES and FEH BOCES include:

The Adult Literacy, High School Equivalency and Job Skills Training Department of CVES, CV-TEC Division, has been dedicated to providing high quality, results-based Adult Basic Education, High School Equivalency, and Job Skills Training since 1991. Our NYSED Report Card for NYSED continually is Highly Proficient or Proficient. As indicated by the NYSED TASC Quarterly Report, CV-TEC had an 88% TASC pass for the period of January 1, 2014 – December 31, 2014 compared to a New York State pass rate of 62%. CVES and FEH BOCES have extensive business and industry contacts and have been leaders in the evolution of the Workforce Development system and Welfare to Work program development in our counties. Our BOCES' have provided services to Safety Net and SNAP recipients, including: HSE preparation programs, job readiness training, life skills programs, pregnant and parenting teen case management, non-traditional skills training for teens, family literacy programs, and tutoring. Each BOCES is experienced with program development and implementation and grants management. We have successfully implemented Educational Resources Programs; FSET Programs; WIA Title I-B youth grants; WIA Title II Adult Basic Literacy, Literacy Zones, and Incarcerated Education grants; LIVES II Program; and Literacy Zone funding. CVES, FEH BOCES and our DSS employment and training units have been providing job placement and retention services for the past two decades. A variety of funding sources such as CEOSC, Emerging Workers Title I-B Youth Grant, BRIDGE, EDGE, Educational Resources, WIA Title II, LIVES II, FSET, Iroquois Healthcare, JCEO, etc. required employment and retention as an outcome. We have had large success with milestone-based programs in meeting our job entry and retention milestones. CVES currently has SNAP Venture III funding and contracts with FEH BOCES. In addition CEWW BOCES and FEH BOCES are subcontractors for our Workforce Development Board for the OTDA Career Pathways Program.

OBJECTIVES AND TASKS

Instructions:

1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
2. Click Forms Menu to return to the navigation links.

Objective	
Objective Name	
New Enrollments	
Objective Description	
Number of new enrollees in the SNAP E&T Venture IV program.	

OBJECTIVES AND TASKS

Instructions:

1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
2. Click Forms Menu to return to the navigation links.

Objective	
Objective Name	
Total Active Enrollments	
Objective Description	
Number of active enrollees.	

OBJECTIVES AND TASKS

Instructions:

1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
2. Click Forms Menu to return to the navigation links.

Objective	
Objective Name	
Job Search	
Objective Description	
Number of participants engage in a job search.	

OBJECTIVES AND TASKS

Instructions:

- 1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
- 2. Click Forms Menu to return to the navigation links.

Objective
Objective Name
Job Readiness Assistance
Objective Description
Number of participants engaged in a job readiness assistance activity.

OBJECTIVES AND TASKS

Instructions:

- 1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
- 2. Click Forms Menu to return to the navigation links.

Objective
Objective Name
Job Skills Training/Vocational Education
Objective Description
Number of participants engaged in a job skills training or vocational education activity.

OBJECTIVES AND TASKS

Instructions:

- 1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
- 2. Click Forms Menu to return to the navigation links.

Objective
Objective Name
Educational Training
Objective Description
Number of participants engaged in an educational training program.

OBJECTIVES AND TASKS

Instructions:

- 1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
- 2. Click Forms Menu to return to the navigation links.

Objective
Objective Name
Work Experience
Objective Description
Number of participants engaged in a work experience activity.

OBJECTIVES AND TASKS

Instructions:

- 1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.

2. Click Forms Menu to return to the navigation links.

Objective
Objective Name
Subsidized Employment
Objective Description
Number of participants engaged in subsidized employment.

OBJECTIVES AND TASKS

Instructions:

1. Select the View/Add link next to a Task to add or edit the Performance Measures for that Task.
2. Click Forms Menu to return to the navigation links.

Objective
Objective Name
New Job Entries
Objective Description
Number of participants who newly engage in paid employment.

DEFINE TASKS

Objective: New Enrollments
 Task
 SNAP/SNA Enrollees

DEFINE TASKS

Objective: Total Active Enrollments
 Task
 SNAP/SNA

DEFINE TASKS

Objective: Job Search
 Task
 SNAP/SNA

DEFINE TASKS

Objective: Job Readiness Assistance
 Task
 SNAP/SNA

DEFINE TASKS

Objective: Job Skills Training/Vocational Education
 Task
 SNAP/SNA

DEFINE TASKS

Objective: Educational Training
 Task
 SNAP/SNA

DEFINE TASKS

Objective: Work Experience
 Task

SNAP/SNA

DEFINE TASKS

Objective: Subsidized Employment
Task
SNAP/SNA

DEFINE TASKS

Objective: New Job Entries
Task
SNAP/SNA

DEFINE TASKS

Objective: New Job Entries
Task
SNAP Only

DEFINE TASKS

Objective: Subsidized Employment
Task
SNAP Only

DEFINE TASKS

Objective: Work Experience
Task
SNAP Only

DEFINE TASKS

Objective: Educational Training
Task
SNAP Only

DEFINE TASKS

Objective: Job Skills Training/Vocational Education
Task
SNAP Only

DEFINE TASKS

Objective: Job Readiness Assistance
Task
SNAP Only

DEFINE TASKS

Objective: Job Search
Task
SNAP Only

DEFINE TASKS

Objective: Total Active Enrollments
Task
SNAP Only

DEFINE TASKS

Objective: New Enrollments
Task
SNAP Only Enrollees

DEFINE TASKS

Objective: New Enrollments
Task
Enrollees with a criminal history

DEFINE TASKS

Objective: New Enrollments
Task
Enrollees with limited English proficiency

DEFINE TASKS

Objective: New Enrollments
Task
Enrollees with no High School Diploma

DEFINE TASKS

Objective: New Enrollments
Task
Non-Custodial Parent

DEFINE TASKS

Objective: New Enrollments
Task
Enrollees with a history of substance abuse

DEFINE TASKS

Objective: New Enrollments
Task
Youth enrollees

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Enrollments
Task: SNAP/SNA Enrollees
Performance Measure Name
New Enrollments
Integer
65
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.

3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Total Active Enrollments
 Task: SNAP/SNA
 Performance Measure Name
 Total Active Enrollments
 Integer
 565
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Job Search
 Task: SNAP/SNA
 Performance Measure Name
 Job Search
 Integer
 50
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Job Readiness Assistance
 Task: SNAP/SNA
 Performance Measure Name
 Job Readiness Assistance
 Integer
 65
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Job Skills Training/Vocational Education
 Task: SNAP/SNA
 Performance Measure Name
 Job Skills Training/Vocational Training
 Integer
 65
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.

4. Click Forms Menu to return to the navigation links.

Objective: Educational Training
Task: SNAP/SNA
Performance Measure Name
Educational Gain
Integer
680
Upload

PERFORMANCE MEASURE**Instructions:**

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Work Experience
Task: SNAP/SNA
Performance Measure Name
Work Experience
Integer
20
Upload

PERFORMANCE MEASURE**Instructions:**

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Subsidized Employment
Task: SNAP/SNA
Performance Measure Name
Subsidized Employment
Integer
0
Upload

PERFORMANCE MEASURE**Instructions:**

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Job Entries
Task: SNAP/SNA
Performance Measure Name
New Job Entries
Integer
35
Upload

PERFORMANCE MEASURE**Instructions:**

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Job Entries
 Task: SNAP Only
 Performance Measure Name
 New Job Entries
 Integer
 200
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Subsidized Employment
 Task: SNAP Only
 Performance Measure Name
 Subsidized Employment
 Integer
 0
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Work Experience
 Task: SNAP Only
 Performance Measure Name
 Work Experience
 Integer
 10
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Educational Training
 Task: SNAP Only
 Performance Measure Name
 Educational training
 Integer
 600
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Job Skills Training/Vocational Education
Task: SNAP Only
Performance Measure Name
Job Skills Training/Vocational Education
Integer
200
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Job Readiness Assistance
Task: SNAP Only
Performance Measure Name
Job Readiness Assistance
Integer
500
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Job Search
Task: SNAP Only
Performance Measure Name
Job Search
Integer
300
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Total Active Enrollments
Task: SNAP Only
Performance Measure Name
Total Active Enrollments
Integer
50
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Enrollments
Task: SNAP Only Enrollees
Performance Measure Name
Career Plan +60
Integer
500
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Enrollments
Task: Enrollees with a criminal history
Performance Measure Name
Criminal History
Integer
300
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Enrollments
Task: Enrollees with limited English proficiency
Performance Measure Name
limited English Proficiency
Integer
25
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Enrollments
Task: Enrollees with no High School Diploma
Performance Measure Name
no High School Diploma
Integer
300
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Enrollments
 Task: Non-Custodial Parent
 Performance Measure Name
 Non-Custodial Parent
 Integer
 100
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Enrollments
 Task: Enrollees with a history of substance abuse
 Performance Measure Name
 Substance Abuse
 Integer
 200
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: New Enrollments
 Task: Youth enrollees
 Performance Measure Name
 Youth Enrollees
 Integer
 100
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Educational Training
 Task: SNAP/SNA
 Performance Measure Name
 Educational Training
 Integer
 80
 Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Educational Training
Task: SNAP/SNA
Performance Measure Name
Credential
Integer
290
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Educational Training
Task: SNAP/SNA
Performance Measure Name
Employment Coaching
Integer
185
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Educational Training
Task: SNAP/SNA
Performance Measure Name
Job Entry
Integer
235
Upload

PERFORMANCE MEASURE

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Educational Training
Task: SNAP/SNA
Performance Measure Name
Job Retention
Integer
140
Upload

PRE-SUBMISSION UPLOADS

Instructions:

1. Select the **Browse** button to locate an upload.
2. Select the **Save** button above to load it into the system.
3. If the Grant Opportunity you are applying for requires that a specific document be uploaded, a link to the Document Template will appear under the upload row. Click the link to download and save the Document Template to your computer. Once you have filled out the Document Template you can use the associated Upload row to upload the document as part of your application.

Organizational Experience

Provide any evidence of your organization's accomplishments that would support information provided for Program Specific Question 10.

Notice of Intent to Bid

Attachment 1: Organizations intending to submit a proposal in response to this RFP are asked to use the "Notice of Intent to Bid" form in order to help OTDA prepare for the number of proposals we may expect to receive. This form, completion and forwarding instructions are included in Attachment 1. The Notice of Intent to Bid form is recommended but is not a requirement.

Document Template: [Click here](#)

Local Department of Social Services Partnership Form*

Attachment 2: This form must be completed and signed by each district you intend to partner with.

Document Template: [Click here](#)

Contractor Information*

Attachment 3: Please provide the required information about your organization.

Document Template: [Click here](#)

Contractor/Subcontractor Questionnaire*

Attachment 4: This form must be completed by the Bidder, and any proposed subcontractor if the value of the subcontract is in excess of \$10,000. The Contractor/Subcontractor Background Questionnaire requires an original signature. This form is not required if the Bidder has an up-to-date questionnaire on the VendRep System. The online version is preferred and is available through the Office of the State Comptroller's Vend Rep System at: http://www.osc.state.ny.us/vendorrep/vendor_index.htm.

Document Template: [Click here](#)

EEO Staffing Plan*

Attachment 5: This staffing plan is used to determine applicant's ability to meet the EEO workforce participation goals. All applicants must submit an Equal Employment Opportunity Staffing Plan with their proposals.

Document Template: [Click here](#)

MWBE Utilization Plan

Attachment 6: This form must only be completed if there are MWBE goals associated with the contract.

Document Template: [Click here](#)

MWBE Quarterly Compliance Report

Attachment 7: This form must be completed quarterly if there are MWBE goals associated with the contract.

Document Template: [Click here](#)

Workforce Utilization Report

Attachment 8: This form must be completed and submitted on a quarterly basis and should reflect the number of staff utilized on this contract or the total workforce of the organization.

Document Template: [Click here](#)

Use of Service - SDVOB

Attachment 9: This form must be used if there are SDVOB goals associated with the contract.

Document Template: [Click here](#)

Subcontractor and Supplier Identification Form

Attachment 11: This new form for OTDA For Profit and Nonprofit procurements (IFB/RFP/Contract Reporter \$50k or more) was created for Offerors to complete as part of the bid solicitation. The form requires Offerors, for each new procurement (IFB/RFP/Contract Reporter Purchases \$50k or more), to list All Subcontractors and the requested information for each that is in place to provide the goods and services required by that contract. This form was created to provide OTDA with a list of all subcontractors and key information including dollar value of the subcontracts over the contract term to assist OTDA in assessing the discretionary portion of each contract and overall compliance with NYS/OTDA MWBE requirements.

Document Template: [Click here](#)

Local WIB Approval*

Attachment 13: For applicants planning to provide Job Skills Training through SNAP E&T Venture IV, this form signifies the Local Workforce Investment Board assurance that the training being offered is related to employment in demand within the local workforce investment area.

Document Template: [Click here](#)

SNAP E&T Reimbursement Schedule*

Attachment 14: Providers indicate the program costs, number of individuals they anticipate serving by milestone and the total funds requested.

Document Template: [Click here](#)

Employment Coaching Plan

Attachment 15: Providers must utilize the Employment Coaching Plan or an approved equivalent for achievement of the Employment Coaching milestone.

Document Template: [Click here](#)

EEO Policy Statement*

Attachment 10: This is an acknowledgement that New York State is an Equal Employment Opportunity employer, and by extension it expects all vendors, contractors, and subcontractors that hold contracts with New York State to ensure the same standard of equal opportunity in their employment practices. Applicants must sign and return the MWBE – EEO Policy Statement with their proposals.

Document Template: [Click here](#)

Quick Start Guide

This document is not a required upload. It is provided as a "quick start" guide for grantees who want to apply for a grant opportunity online via the Grants Gateway. A comprehensive vendor system user manual (Grantee User Guide) can be found at www.grantsreform.ny.gov/Grantees.

Document Template: [Click here](#)

Local Funding Agreement*

Attachment 12: This form identifies the type and amount of non-federal funds that the applicant organization will contribute to meet the 50% non-federal local funding requirement.

Document Template: [Click here](#)



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

CENTRAL ADMINISTRATION

518-536-7340


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


CVES MISSION

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

MEMORANDUM

TO: Meaghan Rabideau

FROM: Sherry Aguglia 

DATE: October 19, 2018 

RE: Request for board approval for the Supplemental Nutrition Assistance Program (SNAP) Employment & Training Venture IV special aid fund project

I would like to request board approval at the November 2018 Board meeting for the Supplemental Nutrition Assistance Program (SNAP) Employment & Training Venture IV special aid fund project in the amount of \$300,000 for the period of October 1, 2018 through September 30, 2019.

Recommend that the Board approve the following special aid fund project:

Supplemental Nutrition Assistance Program (SNAP) Employment & Training Venture IV special aid fund project in the amount of \$300,000 for the period of October 1, 2018 through September 30, 2019 (pending a fully executed contract with NYS). (CV-TEC)

cc: Dr. Mark Davey
Teri Calabrese-Gray
Eric Bell
Michele Friedman

ENC. 13
Champlain Valley Educational Services
Audit Committee - Meeting Minutes
May 9, 2018 - 5:30 p.m., Mineville Campus

Present: Linda Gonyo-Horne, Audit Committee Member
Tom McCabe, Audit Committee Member
Richard Harriman, Sr., Audit Committee Member
Donna LaRocque, Audit Committee Member
Amy Pedrick, External Auditor
Michael Rossi, External Auditor
Dr. Mark Davey, District Superintendent
Dr. Hollis Palmer, Interim Assistant Superintendent for Management Services
Christine Myers, BOCES Treasurer

1. Review the meeting agenda.

2. Approved the minutes from February 14, 2018 Audit Committee Meeting
(Linda Gonyo-Horne 1st, Richard Harriman, Sr. 2nd)

3. 2017-2018 External Audit Entrance Conference

The auditors reviewed the process and timing for the 2017-2018 audit. The Student Financial Aid Cluster will be the sole major program tested for Special Aid Fund, and, the extra-classroom activity fund will be a focus of the audit as usual.

The auditors explained the change from GASB Statement No. 45 to GASB Statement No. 75, "*Accounting and Financial Reporting for Postemployment Benefits Other than Pension*". In summary, the change to GASB 75 will only affect the accrual basis financial statements and not the fund basis financials. The actual financial position of the organization will not be affected; however, the full liability of this obligation will now be included in the accrual basis financial statements creating a significant negative net asset position. The auditors and audit committee members had no other concerns to note.

4. Claims Auditor - Rate of Pay

Dr. Palmer summarized the history on how rates for the claims audit function were set in the past. In averaging the current rates of pay for 2017-2018, Dr. Palmer recommended a flat rate of \$35/hour for 2018-2019 for the claims audit function. This rate was approved by the committee and will be brought to the board for consideration in July. The change would only affect anyone currently receiving less than this amount. Otherwise, the rate of pay is equal to the person's overtime rate of pay.

Tom McCabe recommended that a description of duties be established for the claims audit function and a maximum number of hours be authorized annually by the board and then increased if necessary.

5. Risk Assessment – Adult Education Programs (Update)

The committee agreed that this topic needs to be reviewed by the new ASMS and a recommendation should be brought forth for the next audit committee meeting.

6. Future Meeting Topics - RFP Required for 18-19 audit to be performed in 19-20

The ASMS will oversee this process and schedule interviews so the audit committee can make a recommendation to the board on or before the March 2019 board meeting.

7. 2018-2019 Future Meeting Dates

The 2018-2019 audit committee meeting dates will be held prior to the CVES Board meetings in October, December, February, and May. Dates will be determined once the Important Dates Calendar is established.

8. Meeting adjourned.

Approved October 10, 2018

ENC. 15

Recommend that the Board accept the following letters of Resignations:

1. Maryssa Romeo, Teacher Aide/Student Aide, Effective October 27, 2018
2. Kathy Baker, Teacher Aide/Student Aide, Effective November 2, 2018
3. Robert Joyce, Facilitator, Effective January 15, 2019

ENC. 16

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

1. Name: Julie Merritt
Position: Teaching Assistant
Effective Date: November 15, 2018
Tentative Tenure Date: November 15, 2022
Certification Status: Teaching Assistant Level 1 Pending
Annual Base Salary: \$20,841
Prorated Salary: \$15,526.55
2. Name: Madeline Seller
Position: Teaching Assistant
Effective Date: November 15, 2018
Tentative Tenure Date: November 15, 2022
Certification Status: Childhood Education B-2 & 1-6, SWD B-2 & 1-6.
Annual Base Salary: \$20,841
Prorated Salary: \$15,526.55

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

ENC. 17

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

1. Name: Jennifer Wagner
Position: Teacher Aide/Student Aide
Effective: November 15, 2018
Tentative Permanent Date: November 15, 2019
Annualized Salary: \$15,976
Prorated Salary: \$12,042.21

ENC. 17 CONTINUED

2. Name: Tina Provost
Position: Teacher Aide/Student Aide
Effective: November 15, 2018
Tentative Permanent Date: November 15, 2019
Annualized Salary: \$15,976
Prorated Salary: \$12,042.21

ENC. 18

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

1. Jordan Finnegan, Teacher Aide/ Student Aide, Effective November 9, 2018
2. Diane Katzfey, Teacher Aide/Student Aide, Effective November 9, 2018
3. Lynsey Roberts, Cook Manager, Effective November 9, 2018

ENC. 19

Recommend that the Board increase the following position:

1. Name: Andrea Martino-Mott
Position: Coordinator (Autism) – increase from 80% to 100%
Effective: December 10, 2018
Old Salary: \$44,141.05
New Salary: \$55,176.31
Prorated Salary: \$30,771.40

ENC. 20

Recommend that the Board approve the following Temporary Grant appointments from November 1, 2018 – June 30, 2019:

1. Kyle Racette, Work Study Student, not to exceed 160 hours, at the current NYS minimum wage rate (November 15, 2018 – December 30, 2018 at \$10.40/hour; December 31, 2018 – June 30, 2019 at \$11.10/hour)

ENC. 21

Recommend that the Board approve the following list of Facilitators for the period of July 1, 2018 through June 30, 2019:

Facilitators (\$30.00/hour)

Rhonda Stoffel

Joanne Beaudry

ENC. 22

Recommend that the Board approve the following Additional Work for the 2018-2019 School Year, effective July 1, 2018 – June 30, 2019:

New Employee Mentor

Joelle Lucia stipend per contract (1 additional stipend)

PBIS Coordinator (Mineville)

Celia Briggs stipend per contract

Additional Summer Hours

Janel Kingsley 3 additional hours

Additional Hours as Teaching Assistant until December 14, 2018

Jerilynn Lamere not to exceed 3 hours per week

ENC. 23

Recommend that the Board approve the following list of Substitutes for the 2018-19 school year:

<u>Name</u>	<u>Position</u>
Douglas Westover	Teacher
Peter McMillian	Teacher
Aubrin Breyette	Teacher
Kaleigh Hack	Teacher
Duncan Bender	Teacher
Kaleigh Hack	Teaching Assistant
Julie Merritt	Teaching Assistant
Maryssa Romeo	Teacher Aide/Student Aide
Margarett Christian	Teacher Aide/Student Aide
Tina Provost	Teacher Aide/Student Aide
Jennifer Wagner	Teacher Aide/Student Aide

ENC. 24

Recommend that the Board approve the following Adult Education Course Instructor for the 2018-2019 school year:

Adult Education \$28.00/hour

Susan Levaque
Duncan Bender

Adult Education Health Careers \$37.00/hour

Catherine Chauvin

ENC. 25

Recommend that the Board approve the following Volunteer for the 2018-2019 school year:

ISC

Michael Bigelow

Mineville

Dennis Sherman

ENC. 26

Revised Policy – Waive the First Reading and Adopt:

#9012 Sexual Harassment Policy

ENC. 27

Revised Policies - 1st Reading

#6680 Credit Card Policy

#5600 Personal Property Accountability Policy

#5600 E.2 – Lost or Stolen Property Report

#5600 E.3 – Asset Disposal Request

#5600 E.3A – Multiple Asset Disposal Request

ENC. 28

The Board takes notice of the following Administrative Procedure, which has been developed by the District Superintendent in consultation with our CVES attorney:

1. Intensive Therapeutic Support Program Medication Procedure

ENC. 29

Recommend that the Board approve the following Resolution:

WHEREAS the CVES Board is proud of the CV-TEC Division's commitment to maintaining the highest level of state and national standards for all of its CTE (Career and Technical Education) Programs. The Board applauds CV-TEC's adherence to those high standards and its continued commitment to maintaining the highest level of CTE programming into the future. Therefore, the District Superintendent recommends that the CVES Board adopt the Director of CTE's recommendation that the CV-TEC Division continue to meet the NYS CTE program approvals, pursue CV-TEC's local standards-based evaluations of an equivalent level of state and national standards in new and varying ways moving forward while discontinuing its COE accreditation past the 2018-19 school year.

DISCRIMINATION/SEXUAL HARASSMENT

It is the policy of Clinton-Essex-Warren-Washington BOCES (BOCES) that all employees and students have a right to work or study in an environment free of discrimination on the basis of sex, sexual orientation, or gender identity which encompasses freedom from sexual harassment. The BOCES strongly disapproves of sexual harassment of its employees or students in any form, and states that all employees as well as students at all levels of the BOCES must avoid offensive or inappropriate sexual or sexually harassing behavior at school, on school grounds, school functions, and on school transportation and will be held responsible for ensuring that such workplace is free from sexual harassment. Specifically, the BOCES prohibits the following:

- Unwelcome sexual advances;
- Requests for sexual favors, whether or not accompanied by promises or threats with regard to the student-teacher, student-student or employment relationship;
- Other verbal or physical conduct of a sexual nature made to any employee or student that may threaten or insinuate either explicitly or implicitly that any person's submission to or rejection of sexual advances will in any way influence any decision regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts, academic performance, or any other condition of employment, academic or career development;
- Any verbal or physical conduct of a sexual nature or regarding orientation or that has the purpose or effect of substantially interfering with a person's ability to perform the individual's duties;
- Any verbal or physical conduct of a sexual nature that has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment.
- Any verbal or physical conduct regarding gender or sexual orientation that has the purpose of creating a hostile or offensive working or academic environment.

Such conduct may result in disciplinary action up to and including dismissal or suspension upon instruction.

Other sexually harassing conduct in the workplace, whether physical or verbal, committed by supervisors or non-supervisory personnel or students is also prohibited. This behavior includes, but is not limited to, commentary about an individual's body, sexually degrading words to describe an individual, offensive comments, off color language or jokes, innuendos, and displaying sexually suggestive objects, books, magazines, photographs, cartoons or pictures.

Employees or students who have complaints of sexual harassment by anyone in the school environment, including any supervisors, co-employees, students, or visitors are urged to report such conduct to the compliance officer so that the BOCES may investigate and resolve the problem. If the complaint involves the compliance officer, or if the person for any reason is

CLINTON-ESSEX-WARREN-WASHINGTON BOCES

uncomfortable in dealing with the compliance officer, the employee or student may go to the Superintendent or a person appointed by the Superintendent to handle the complaint.

The BOCES will endeavor to investigate all complaints as expeditiously and as professionally as possible. Where investigations confirm the allegations, appropriate corrective action will be taken.

The BOCES will endeavor to maintain the information provided to it in the complaint and investigation process as confidentially as possible, consistent with the laws of the State and, if applicable, the collective bargaining agreement.

Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe to the Compliance Officer.

There will be no retaliation against employees or students for reporting sexual harassment or assisting the BOCES in the investigation of a complaint.

Investigating Complaints

The procedure to investigate any complaint shall be consistent with the Anti-Discrimination Policy (#5010).

The Complaint form is available on the CVES website and is also available from the Civil Rights Compliance Officers who are listed on the same page.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the District but is also prohibited by state, federal, and, where applicable, local law.

Aside from the District's internal process, individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, an individual may seek the legal advice of an attorney.

In addition to those outlined below, individuals may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects covered persons, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file with DHR, they can sue directly in state court under the HRL, within

three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the District does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

Individuals do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Individuals may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 USC § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Title IX

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex in any federally funded education program or activity. The U.S. Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments of 1972.

Complaints may be filed with the Division of Human Rights or in New York State Supreme Court. Further, the United States Equal Employment Opportunity Commission enforces federal discrimination laws, including Title VII of the Federal Civil Rights Act. Contact information is provided below.

Contact EEOC

For more information about how to file a complaint, contact OCR at 800-421-3481 (TDD 800-877-8339) or visit: <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>. The website contains information about filing the complaint online, by mail, or by email.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

~~Adopted February 8, 2017~~

CREDIT CARD USE

The Board of Cooperative Educational Services establishes that the following credit card holders are approved by BOCES. Credit cards may only be used for legitimate BOCES business expenditures. The use of credit cards is not intended to circumvent the BOCES policy on purchasing.

The District Superintendent credit card can be used by the District Superintendent in the performance of his/her duties, in conjunction with the operations of CEWW BOCES, and by Board Members for pre-approved reimbursable travel expenses, such as hotel accommodations, ~~car rental and~~ transportation, and meals (exclusive of alcoholic beverages). ~~District gas cards will be issued to employees upon the request of the appropriate Director and authorization of the School Business Executive. District gas cards are to be used exclusively for the purchase of gasoline for district owned vehicles for district approved travel.~~

The purchasing credit card can be used by the BOCES Purchasing Agent or the BOCES Assistant Superintendent of Management Services. Purchasing credit card usage will be limited to the procurement of equipment, supplies and/or services that cannot be purchased directly from a vendor through a purchase order agreement. These credit card purchases must be supported by a district purchase order itemizing the full cost of the procurement. In the absence of the Purchasing Agent, the District Superintendent's credit card may be used in the same capacity as the purchasing credit card.

District credit cards for fuel will be used exclusively for the purchase of fuel for district owned vehicles and equipment utilized for BOCES daily operations. Fuel credit cards will be issued upon the written request, including rationale, of the appropriate Director and authorization by the Assistant Superintendent of Management Services.

Credit card and gas fuel card expenditures will be charged to appropriate budget codes. Original detailed receipts must be forwarded to the Business Office, with claim forms **when applicable**, for all charges in a timely manner so that the charges can be paid to avoid service fees. Failure to submit original receipts for charges made may result in the officer/employee being personally responsible for the undocumented charges.

Supporting documentation should specify the exact nature and timing of each expenditure. Documentation that shows the nature and timing of an expenditure includes invoices, itemized bills, itemized receipts, etc. For **BOCES staff or board member meeting local meals paid on the credit card**, the purpose of the meeting and those in attendance should be noted.

Documentation that would not be acceptable as adequate supporting documentation includes but is not limited to:

1. credit card slips which only show a total but no detail;

- ~~2. a credit card statement (with the exception of those that show exactly what items are purchased and when);~~
2. the remittance form on a bill without the supporting detail attached;
3. a receipt without item descriptions;
4. any documentation without a date (must include month, day and year);
5. any documentation that does not indicate who or what provided the goods and/or services

~~Adopted July 10, 2003~~

PERSONAL PROPERTY ACCOUNTABILITY

I. **Definition of Personal Property**

1. Personal property shall mean all tangible personal property of the Clinton-Essex-Warren-Washington BOCES that is not consumable and has a useful life of one year or more, including but not limited to equipment, supplies, parts, vehicles and materials, provided that such terms shall not include buildings or other real property or equipment which is permanently affixed to real property, or leases, notes or other written instruments.
2. Valuable personal property shall mean personal property which has a unit resale value of \$500 or more and supplies, parts or materials which are disposed of in lots having an aggregate resale value of \$500 or more.
3. Surplus personal property shall mean personal property which has no known immediate or currently foreseeable use to Clinton-Essex-Warren-Washington BOCES.

II. **Acquisition of Personal Property by Purchase**

1. Competitive Bidding – Competitive bids or quotations shall be solicited in connection with all purchasing as required by Section 103 of the General Municipal Law. Contracts shall be awarded to the lowest responsible bidder or to the bid with the best value as defined by General Municipal Law complying with specifications and other stipulated bidding conditions.
 - a. Purchases shall be in accordance with BOCES' Purchasing Policy 6700 and Competitive Bidding Requirements 6720.
 - b. All contracts which require public advertising and bidding shall be awarded by resolution of the Board. Recommendations for such contracts shall be made to the Board by the District Superintendent of Schools.
 - c. Bids shall be opened at the time and place set forth in the Notice to Bidders. There will be at least two (2) Supervisory district employees present at each bid opening, including the **Assistant Superintendent of Management Services School Business Official**, or the Purchasing Agent if so designated by the School Business Official. If no spectators are present, the **Assistant Superintendent of Management Services School Business Official** or other designated official will have one or more persons serve as witness to the process. All interested parties may also attend the opening bids.

2. Purchases exempt from public bidding requirements shall be made in accordance with the policy on purchasing 6700, et. seq.

III. **Acquisition of Personal Property by Gift**

1. Acceptance. Only the Board may accept on behalf of Clinton-Essex-Warren-Washington BOCES gifts of either money or merchandise, including federal, state or municipal corporation surplus property and property donated to Clinton-Essex-Warren-Washington BOCES by bequest or devise in a will or trust instrument that in the view of the Board adds to the overall welfare of Clinton-Essex-Warren-Washington BOCES. The District Superintendent, in consultation with the Program Director and Board President, may also approve the acceptance or rejection of such gifts of either money or merchandise, including federal, state, or municipal corporation surplus property only when a condition exists that requires acceptance or rejection of the donation prior to the next available Board meeting. Such acceptance will be reported to the Board at the next subsequent meeting.
 - a. The Board and/or District Superintendent, in consultation with the Program Director and Board President, will not consider the acceptance of a gift until the offer is made in writing.
 - b. The Board and/or District Superintendent, in consultation with the Program Director and Board President, will safeguard the Clinton-Essex-Warren-Washington BOCES staff and students from commercial exploitation from special interest groups.

2. **Accounting for Gifts**

- a. All gifts shall be entered into the perpetual physical inventory of Clinton-Essex-Warren-Washington BOCES in the same manner as purchased personal property and consistent with the provisions of Subheading "Perpetual Inventory" below.
- b. Gifts of money shall be annually accounted for as designated by the Board.
- c. Any property donated shall be for the use of Clinton-Essex-Warren-Washington BOCES and no employee shall benefit personally from such donations.
- d. All gifts shall become the sole property of Clinton-Essex-Warren-Washington BOCES.
- e. It shall be the responsibility of the District Superintendent to have the value of the gift or donation established, when necessary, for tax purposes and acknowledge, in writing, the receipt of the gift or donation on behalf of Clinton-Essex-Warren-Washington BOCES.
- f. All gifts or donations shall be immediately brought to the attention of the program director to which the contribution is made.

- g. The program director shall recommend the acceptance or rejection of the gift to the District Superintendent. The program director will notify the donor of the acceptance or rejection of the gift by Clinton-Essex-Warren-Washington BOCES.
- h. The District Superintendent shall make a recommendation to accept or reject such gifts to the Board at a regular meeting. If the District Superintendent approves the acceptance of such gifts or donations, he/she will make a report to the Board of such gifts that have been accepted at the next regular Board meeting. Such a report will include handling or processing fees, or other costs associated with the acquisition of said gift.
- i. The program director to which the gift or donation is made, shall be responsible to see that the gift or donation is appropriately used.
- j. Gifts or donations made that are not specific to a program shall be brought to the attention of the District Superintendent who will be responsible designating a program director to follow through with the implementation of the regulations as set forth in this policy.

IV. Perpetual Inventory

- 1. The **Assistant Superintendent of Management Services School Business Official** shall develop in writing, the basic rules and regulations to be followed in maintaining the personal property records. Procedures employed shall comply with all applicable laws and requirements of the New York State Department of Audit and Control, which are issued pursuant to Section 36 of the General Municipal Law.
 - a. The minimum standards to be considered for inclusion in the personal property record are:
 - i. The property must have significant value. Personal property valued at \$100 or more, but less than \$500, may be included, and personal property valued at \$500, or more shall be included. **Technology** ~~Electronic~~ devices valued at \$100 or more shall be included (~~i.e. printers, personal digital assistants (PDA), hand-held radios, scanners, televisions, etc.~~).
 - ii. The property must have an estimated useful life of one year or more.
 - iii. The physical characteristics of the property are not appreciably affected by use or consumption.
 - b. It shall be the responsibility of the **Assistant Superintendent of Management Services School Business Official** or designee to assure that all new acquisitions, by purchase or gift, are entered into the perpetual inventory system.

2. Inventory Records. The inventory record shall contain sufficient information to identify each item classified as a personal property and include the following.
 - a. A sufficient description of the personal property including make, model, manufacturer's identification number, and assigned BOCES asset number.
 - b. The class of the property (land, building, machinery and equipment, licensed vehicles, etc.)
 - c. The date of acquisition of the property.
 - d. The acquisition cost of the property. If unknown or a gift, the estimated value.
 - e. The source of financing or acquisition (general fund, special aid fund, gift, etc.)
 - f. The physical location of the property. An Asset Relocation/Storage form (5600 E.1 or 5600 E.1A) must be submitted to the Business Office for all subsequent movements **or an electronic movement request must be submitted and approved through the asset management system.**
3. Physical Inventory. A physical inventory shall mean determining the actual existence, and condition, of real and personal property in the records by visually examining the property in question.
 - a. For all personal property maintained in the physical inventory records, a physical inventory shall be conducted at least annually.
4. Lost or Stolen Property. A Lost or Stolen Property Report (5600 E.2) must be forwarded to the **Assistant Superintendent of Management Services** ~~School Business Official~~ as soon as the loss is discovered.

V. **Disposition of Valuable Personal Property**

1. Division directors or their designee(s) are responsible for identifying obsolete and surplus equipment and supplies within their area(s) of responsibility.

Periodically, a determination shall be made as to what equipment, supplies and/or materials are obsolete or surplus and cannot be reassigned to other locations within Clinton-Essex-Warren-Washington BOCES. If items are determined to have potential usefulness in the future, the items will be stored in a central location. (5600 E.1; 5600 E.1A)
2. Procedures for Disposition of Equipment, Supplies or Materials
 - a. All surplus or obsolete equipment, supplies or materials, which is considered valuable personal property, may be sold to the highest bidder, or may be exchanged

for equipment, supplies, or materials that are of equal or greater value. Surplus or obsolete equipment, supplies, or materials may also be offered and sold first to the component school district(s), second to another BOCES, and third to a municipal corporation for FMV.

- b. Any property whose market value would classify it as valuable personal property, but which is determined not to be marketable because it is damaged or in poor condition and has not been marketable after at least one prior attempt at competitive bidding, may be disposed of by Clinton-Essex-Warren-Washington BOCES.
- c. Disposition of any valuable personal property must be approved by the **Assistant Superintendent of Management Services School Business Official** via an Asset Disposal Request Form (5600 E.3, 5600 E.3A) **or electronically through the asset management system.**
- d. Prior to classifying as disposable, all items should be considered for reassignment to other locations within Clinton-Essex-Warren-Washington BOCES as needed or stored in a central location if they may have potential usefulness in the future.
- e. All sales of valuable personal property shall be open to the public unless such sale is to a component school district, a BOCES, or a municipal corporation for fair market value. Notice of the sale and/or requests for bids shall be made through advertisements in the local newspapers and other appropriate means to assure public awareness. The general public shall be eligible to bid on the equipment, supplies and/or materials.

VI. Accounting of Fixed Assets and Depreciation

The **Assistant Superintendent of Management Services School Business Official** shall be responsible for accounting for general fixed assets according to the procedures outlined by the Uniform System of Accounts for School Districts and GASB Statement 34 Regulations.

These accounts will serve to:

1. Maintain a physical inventory of assets;
2. Establish accountability;
3. Determine replacement costs; and
4. Provide appropriate insurance coverage.

Fixed assets with a minimum value established by the Board that have a useful life of one (1) year or more and physical characteristics not appreciably affected by use or consumption shall be inventoried and recorded on an annual basis. Fixed assets shall include land, buildings, equipment and materials.

Fixed assets acquired having a value equal to or greater than \$1500 are considered depreciable assets and shall be inventoried for the purposes of GASB 34 accounting practices and placed on a depreciation schedule according to its asset class and estimated useful life as stipulated by the NYS Comptroller's Office or the IRS. A standardized depreciation method and averaging convention shall also be established for depreciation calculations.

Assets shall be recorded at initial cost or, if not available, at estimated initial cost; gifts of fixed assets shall be recorded at estimated fair value at the time of the gift. A property record will be maintained for each asset and will contain, where possible, the following information:

1. The date of acquisition;
2. A sufficient description including make, model, manufacturer's identification number, and assigned BOCES asset number;
3. The acquisition cost. If unknown or a gift, the estimated value;
4. The physical location;
5. Class (land, building, licensed vehicles, machinery and equipment, etc.);
6. Estimated useful life;
7. Salvage value;
8. Date and method of disposition; and
9. Source of financing or acquisition (general fund, special aid fund, gift, etc.)

VII. Procedure of Accountability of Officers and Employees for Violating the Personal Property Policy

1. **Penalty for violation.** Any officer or employee who violates this policy will be subject to removal from office or discipline in accordance with existing law. Unauthorized use of personal property and the theft or conversion of personal property belonging to Clinton-Essex-Warren-Washington BOCES will be prosecuted vigorously and to the maximum extent allowable under the law.
2. **Dissemination of policy.** The District Superintendent shall be responsible for the enforcement of this policy and shall take such action as is necessary to communicate this policy to all officers and employees of Clinton-Essex-Warren-Washington BOCES including but not limited to, the publication of this policy in the Clinton-Essex-Warren-Washington BOCES Policy Manual, the Personnel Handbook, and teacher and employee handbooks. This policy will be included on the agenda of faculty and administrative meetings at least annually.
3. **Complaints.** Complaints concerning violation of this policy shall be forwarded to the District Superintendent on an appropriate form prescribed by the District Superintendent. The District Superintendent shall cause an investigation to be conducted and a report shall

be filed in his office at the completion of the investigation. The District Superintendent is responsible for and shall take such action as is necessary for the enforcement of this policy.

VIII. Review and Amendment of the Policy

1. Review. Clinton-Essex-Warren-Washington BOCES shall review the policy on personal property accountability annually and make amendments it deems necessary.
2. Amendments. Any amendment made to the originally approved policy on personal property accountability shall be submitted to the Commissioner of Education for approval within 30 days of its adoption by Clinton-Essex-Warren-Washington BOCES.

Legal Reference: Section 170.3 of the
Regulations of the Commissioner of Education

~~Adopted March 11, 2015~~

CHAMPLAIN VALLEY EDUCATIONAL SERVICES
LOST OR STOLEN PROPERTY REPORT

Submit completed form to: ~~Business Manager~~ **Assistant Superintendent of Management Services**

Recommend Revise Policy
1st Reading

Lost

Stolen

Building: _____

Date: _____

Department: _____

Immediate Supervisor: _____

Room # or Location: _____

Description of Item: _____

Use: _____ **NSCSD Inventory #:** _____

Make: _____ **Model:** _____ **Serial #:** _____

Date last seen: _____ **Location last seen:** _____

Approximate value: _____ **Will item be replaced:** Yes No

Replacement ordered: Yes No **Approximate replacement cost:** _____

Was a Police report taken: Yes No **Which Police agency:** _____

Case number: _____

Department Director notified? Yes _____ No
Date

Building Administrator notified? Yes _____ No
Date

Business Office notified? Yes _____ No
Date

Person reporting: _____ **Director/Administrator:** _____

Signature: _____ **Signature:** _____

CHAMPLAIN VALLEY EDUCATIONAL SERVICES CEWW BOCES ASSET DISPOSAL REQUEST

Requestor Name: _____ Date: _____

Asset Tag Number: _____ Division: _____

Asset Description: _____ Room #: _____

Reason for Disposal: Broken/ Not Repairable
 Obsolete
 Damaged/ Stolen/ Vandalized
(Please attach memo describing the incident)
 Other _____

If item is transferred internally for parts, please indicate the recipient division or program: _____

Director's Signature _____ Date _____

Please return completed form to Business Office.

FOR OFFICE USE ONLY:	
Assistant Superintendent of Management Services: _____	
	Date _____
Disposal Method: <input type="checkbox"/> Dispose <input type="checkbox"/> Auction <input type="checkbox"/> Bid Sale	
Central Services Clerk Signature: _____	Date _____
Disposal Recorded by: _____	Date _____

Clinton-Essex-Warren-Washington BOCES

Administrative Procedure

INTENSIVE THERAPEUTIC SUPPORT PROGRAM

MEDICATION PROCEDURE

Parents/Guardians are responsible to bring all student medication to each psychiatric consultation appointment to verify quantities and refills remaining. CVES will assist the family in making sure necessary prescription medications do not run out by notifying the medical provider who wrote the prescription when the student is getting low on prescription medicine refills.

Once the student is provided a prescription, it is required that Parents/Guardians provide the School Social Worker, Ms. Toni Perez, LCSW, adequate notice for their refills. We need at least 5 school days' notice to help make sure refill prescriptions do not run out.

Please call Ms. Perez's office line at (518) 957-2310 and give:

- the student's name
- name of the medication requiring a refill
- dose - 30 or 90 day refill
- whether medication needs to be name brand or can be generic
- what pharmacy the prescriptions should be sent to
- a current telephone number where you can be reached

Parents/Guardians are responsible to contact Ms. Perez at (518) 957-2310 at least 5 days prior to school vacations (to include the time before and after summer school) if the student will be needing refills when school is not in session. Due to the length of some school vacations, please count medications to ensure you have enough to cover the time the student will be out of school.

Parents/Guardians are also responsible to notify Ms. Perez when the student's insurance is changing. Give name of insurance company, ID#, Group #, and contact telephone number on card. Parents are also responsible for providing a copy of the new insurance card for the student's file.

Parents/Guardians are responsible for bringing student prescriptions directly to the school nurse if the student needs to take medications during school hours. Students are not allowed to have any medications in their possession at any time.

Date: _____

I, _____, parent/guardian of, _____, agree to follow the above procedures when requesting medication refills from Dr. David Hedden, consulting psychiatrist, at Champlain Valley Educational Services.

Witness: _____

Date: _____

CVES MISSION

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

MEMORANDUM

TO: Mark Davey
FR: Teri Calabrese-Gray *TCS*
DA: November 2, 2018
RE: **November 2018 Board Report**

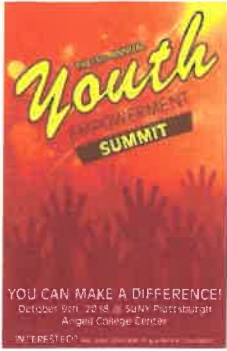
STUDENT EMPOWERMENT SUMMIT URGES ACTIVISM ACTION: NACS STUDENTS SHARED PROGRESS OF MISSION TO BATTLE BULLYING

Parker Brassard was once a target for school bullies. The 16-year-old student proudly wore skinny jeans and a cardigan to school but was the victim of social stereotypes, he said. "People who like to dress up all of the time or look fancy — I would say people think it's a very feminine quality to have," he said.



The Northern Adirondack Central 11th-grader said he was subject to hateful comments that he wanted to ignore. "Every day I would come to school and I would look behind me and I would see people (sniggering) behind my back or I would look over in the cafeteria and I would see people pointing and laughing at me," he said. "It really started to get on my nerves."

That's when Brassard heard about DUO; The Northern Adirondack club's title is an acronym for the golden rule: Do Unto Others. DUO is about standing up for each other, inspiring kids to make positive movements and helping others to feel happy and welcome, Brassard said.



DUO was showcased at the third-annual Youth Empowerment Summit (YES), presented by Champlain Valley Educational Services and the Regional Task Force Against Bullying at SUNY Plattsburgh's Angell College Center. A total of 183 students representing grades 7 through 12 from 16 Clinton and Essex County schools attended the YES. CVES Health, Safety and Risk Management Specialist Jeff Sisson put student activism at the forefront of discussion.

Student Empowerment Action Planning was formatted as a student-run workshop. NACS senior Maria Almodovar shared some club activities since its founding in 2016, among them taping positive messages on lockers and changing their district's bullying code of conduct. DUO has been responsible for acts small and big.

Other activities at the conference included a keynote discussion led by motivational speaker and Peru Central School Behavior Support Counselor, Tom Bull and lessons in activism, movements and team building. Events also happen throughout the school year that break district boundaries, and the students who attend the YES are asked to promote them to their school, Sisson said.

A grant from Sen. Betty Little (R-Queensbury) has funded the summit's last three conferences, but Sisson said it will expire this year. While chaperones and others volunteer their time, there are still expenses, he said, and CVES will look for sponsors to cover those other costs for next year.

STATE EDUCATION DEPARTMENT RELEASES SPRING 2018 GRADES 3-8 ELA & MATH ASSESSMENT RESULTS

The State Education Department released the results of the 2018 Grades 3-8 English language arts (ELA) and mathematics tests. In ELA, 45.2 percent of all test takers in grades 3-8 scored at the proficient level (Levels 3 and 4). In math, 44.5 percent of all test takers in grades 3-8 scored at the proficient level. Due to the State's new two-session test design and performance standards, the 2018 Grades 3-8 ELA and math results cannot be compared with prior-year results. The new baseline established this year will enable comparisons with student scores in 2019 and 2020.

It is important to again note that due to the State's new two-session test design and performance standards, the 2018 Grades 3-8 ELA and Math results cannot be compared with prior-year results. The standards review process brought together panels of New York educators from across the State who are certified in each area to establish the performance standards for their grade level. These educators followed a standardized, research-based process to discuss expectations for students in each performance level. They reviewed the actual test questions and made recommendations on the knowledge and skills required of students at each grade level. Once the standards were established, they were applied to individual student tests to make proficiency level determinations.

Across the state in 2018, 13.8 percent of students with disabilities scored at the proficient level in ELA and 14.6 scored proficient in math. Performance of students with disabilities on the state assessments continues to be significantly lower than the performance of general education students. To help address this persistent gap in achievement, school districts provide support and intervention services tailored to individual students' needs and full access to programs to help them achieve the standards and graduate high school.

This year was the second year the State offered operational assessments on the computer, with more than 145,000 students participating at more than 10 percent of schools statewide. The Department addressed the technical difficulties experienced by some students who took the ELA exam on

computers; as a result, computer-based mathematics testing went more smoothly. The Department remains committed to a transition to computer-based testing (CBT).

In 2018, the statewide test refusal rate was approximately 18 percent, a decline of one percentage point from last year's refusal rate of approximately 19 percent, and a decline of three percentage points from 2016's refusal rate of approximately 21 percent.

The vast majority of students who refused the tests were from average or low-need school districts. Long Island remains the geographic area with the highest percentage of test refusals in both mathematics and ELA. Charter schools and schools in the Big 5 city school districts had the lowest refusal rates in the State. As in prior years, the proficiency rates in 2018 represent the more than 950,000 students who took the State assessments. There is no statewide measure of knowledge and skill for those students who refused the test.

EXTENDING SPECIAL EDUCATION CERTIFICATION AREAS FOR TEACHERS

The NYS Board of Regents has allowed for the expansion of grade spans for persons that hold a Students with Disabilities (SWD) Generalist teaching certificate. Certificates for birth-grade 2 expanded to grades 3-4; grades 1-6 expanded to prek-k; grades 5-9 and grades 7-12 expanded to grades 5-6. This went into effect June 2018.

For each of the proposed extension titles, a Students with Disabilities Generalist certificate holder must have a minimum of three years of teaching experience in either of the two grade levels closest to the grade levels of the extension, plus either 45 hours of acceptable Continuing Teacher and Leader Education (CTLE) or 3 semester hours of pedagogical coursework focused on the grade levels of the extension sought. Experience for this purpose shall be defined as at least 75 percent or more of the candidate's time is spent teaching students with disabilities in either of the two grade levels closest to the grade level extension during each of the three school years. For example, a teacher who currently holds a Students with Disabilities Generalist (grades 1-6) certificate who has had a minimum of 3 years teaching experience at the 5th and/or 6th grade levels must complete either 45 hours of acceptable CTLE focused on middle level education or a 3 semester hour course focusing on middle level pedagogy to obtain a Students with Disabilities Generalist Extension in grades 7-8.

By extending the grade bands in which qualified teachers of students with disabilities may teach, the Department believes this will help to address the shortage of teachers of students with disabilities. Please visit <http://www.regents.nysed.gov/common/regents/files/1217p12hed1.pdf> for additional information.

Champlain Valley

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SERVICES**

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Mineville Campus - P.O. Box B, Mineville, NY 12956
OneWorkSource - 194 U.S. Oval, Plattsburgh, NY 12903
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CV-TEC DIVISION

Michele M. Friedman
Director of Career and Technical Education

friedman_michele@cves.org
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CVES MISSION

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

TO: Dr. Mark C. Davey
FROM: Michele M. Friedman 
DATE: November 1, 2018
RE: November 2018 Board Report

CV-TEC Enrollment for the 2018-2019 School Year

We have been receiving enrollment confirmations from all of our districts to verify enrollments on our three campuses for both the CV-TEC CTE and Pre-CTE Programs. Total high school enrollment numbers from all component districts are consistent with budget projections. Post-secondary enrollment is still under review; however, we expect the enrollment numbers to remain steady. Currently there are 600 high school students enrolled in CTE & PreCTE Programs (576 and 24 respectively). This is a slight decrease from projected enrollment and 2018-2019 enrollment of 610 high school students in CTE and PreCTE Programs (576 and 34 respectively).

Fall Family Nights

October 24, 2018: The Plattsburgh Main and Satellite Campuses hosted their Fall Family Nights. Attendance on both northern campuses totaled nearly 400 guests! The Security & Law Enforcement Class assisted with parking, traffic flow, guest registration and assistance throughout the Main Campus. Both Plattsburgh Campus events were extremely successful. October 25, 2018: Mineville hosted their Family Night for both CV-TEC & Special Education Families. Attendance was very strong as the faculty and staff hosted a lasagna dinner and presentations from the New York State Police, several raffles and program demonstrations.

CV-TEC GOES PINK for Breast Cancer Awareness Month

CV-TEC along with the Guardians of the Ribbon showed their support for Breast Cancer Awareness Month on October 29, 2018. Activities were planned throughout the month resulting in a \$1915.00 donation from CV-TEC to the Guardians of the Ribbon.

COE Update

Solicitation of Plans/Polices/Procedures feedback from Council Members

Since the 2014-2015 academic year, CV-TEC has maintained national accreditation through the Council on Occupational Education. The following Chairpersons currently preside over the Institutional Conditions File and 10 individual Standards Files:

Committee Chairperson
Institutional Conditions
Standard 1

Jim McCartney III
Jim McCartney III
Grace Stay, Jim McCartney III

Standard 2	Mark Brown, Lance Sayward, Dana Poirier
Standard 3	Laura Dancoes
Standard 4	Colleen LaFountain
Standard 5	Jennifer Gero; Suzanne Ford-Croghan; Alex St. Pierre
Standard 6	Adam Facticeau
Standard 7	Laura Dancoes
Standard 8	Laura Dancoes
Standard 9	Jim McCartney III
Standard 10	Lucy Marbut, Nicole Santaniello, Kevin Donoghue

Chairpersons have worked diligently to ensure that CV-TEC meets the conditions found in their assigned standard. To this end, documents are placed in digital files located in “SharePoint” annually. SharePoint provides a digital scaffolding that allows for simultaneous use by all who file documentation.

- The total number of **adults** being served by **Title IV funding (FAFSA)** during the **2018-2019** academic year: 51. Since A.Y. 2014-2015, CV-TEC has served 266 adults through its eligibility for Title IV. Revenue anticipated this year from students participating in Title IV: \$356,666. Total Revenue since A.Y. 2014-2015: \$2,121,347 (See Longitudinal Summary Report);
- CV-TEC’s COE **website** (<https://www.cves.org/cv-tec/cvtec-adult-education-programs/council-on-occupational-education-accreditation/>) has been updated, featuring **2017-2018** documents;
- SharePoint scaffolding has been updated to include folders for all 2018-2019 Standards and Conditions;
- During a recent **Strategic Planning** meeting with Sean Brady on 9/27/18, CV-TEC’s **Divisional Planning Team (DPT)** discussed **CVES’ vision** to pursue **national level standards** and the role played by **COE** relative to these aspirations. All members present recognized the many benefits of being accredited by COE, but agreed that when considering **resource issues, secondary applicability, and the loss of scheduling flexibility**, other alternative means of meeting national standards should be explored. Members were in agreement regarding the need to **maintain high standards** and discussed the creation of an **internal** means of ensuring adherence to state/national standards. It was further recognized that **CV-TEC already meets a variety of national standards through its student assessment and state/national affiliations**;
- An **Accreditation Report and Executive Summary** outlining these observations and possible alternatives to COE accreditation has been submitted to Dr. Davey and Teri Gray for consideration. A CVES Board of Cooperative Educational Services presentation outlining these facts occurred on 10/10/18;
- CV-TEC will continue to emphasize the importance of national standards (e.g., National Work Readiness; AWS; NATEF) and its commitment to make **Title IV** funds available to **LPN** students through the accreditation provided through the **NYSED**.

OneWorkSource Campus Highlights: Grant Status

- 4 successful grant applications completed in April. Award letters were received in August and contracts are currently with NYSED Grants Finance “under review”.
- WIOA Adult Basic Education: \$60,182 with a focus on serving single mothers with a child under 5.
- WIOA Corrections Educations: \$109,971 with a focus on providing transitional supports to inmates being released back into the community and to provide training and educational opportunities while they are incarcerated.

- 2 WIOA Literacy Zones: \$250,000 to provide case management services and high school equivalency instruction.
- SNAP: We will be receiving an additional \$300,000 based on achieving job entry and retention targets.
- EPE: \$382,250 to provide literacy and high school equivalency instruction to adults, 21 and older.
- Career Pathways: \$90,000 to provide job skills training and employment assistance to adults, 18-23. *This grant ends March 31, 2019. CVES, FEH BOCES and SLL BOCES have completed a new grant application for \$1.5 million over a 5-year period.
- Assembling Industry: Manufacturing & Education (AIME): We are currently working with CCC and ETS, Inc. to start a new class.

Work-Based Learning Update

Employability Skills Training Seminars taking place on all three campuses:

Career Preparation Seminar (October-November)

- Interests are aligned to career options; research will lead to established career and educational goals.
- WBL opportunities provided for all students: employer informational sessions, job shadowing, unpaid/paid work experiences
- Collaboration with industry to provide career awareness and preparation opportunities:
 - Manufacturing Day
 - Career Café
 - Social/Emotional Learning Presentation
 - Career Readiness Presentation
 - SUNY Plattsburgh College Night
 - Career Connect
 - RAMP Program

Financial Planning Seminar (January-February)

- Collaboration with UFIRST, Mad City Money Reality Fair
- Money Management, Borrowing, Earning Power, Investing, Financial Services, Insurance

Job Seeking Skills Seminary (March-April)

- Resume/References
- Application Process
- Interview
- Eportfolio
- Networking Day-ETS
- Situational Judgement Presentation-ETS
- Job Fair

Health Careers Update

- **Allied Health:** As of 9/13 total enrollment: 81 {Plattsburgh: 61 (33 Yr.1, 28 Yr. 2) students, Mineville 20 (9 Yr. 1, 11 Yr. 2)}
- **New Visions:** North: 24 students; South: 12 students, at Mineville until mid-October, then M-TH at E'Town Hospital and Fridays at Mineville. **LPN:** 24 students currently enrolled
- **Adult CNA:** Summer class (10) completed, Fall class running with 10.
- **Adult Phlebotomy:** New teacher with a wealth of experience teaching and with deep subject knowledge! Fall class running with 10. New schedule (Tues and Thurs for 10 weeks)

- **MOA:** Our new teacher Susan Richards is doing well.
- **CPR/First Aid:** Shelley Bouyea is our new certified NSC Instructor and will provide training to pre-determined classes.
- **Recruitment:** CVPH Ed. Fair 9/19, College night at PSU 10/3, Ti Health fair 10/17 PN
Coordinators Fall Conference: 10/12

Academic Services Update

The Federal Perkins Grant funds Career and Technical Education (CTE) initiatives at CV-TEC. The amount of this grant for the one-year extension is \$111,473. The objectives of this major effort include:

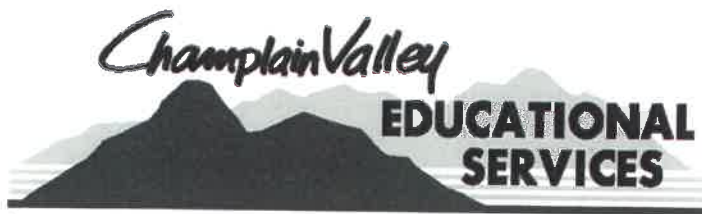
- Providing increased academic support services within the Auto Technology and Power Sports Technology programs in compliance with the NYSED CTE Regulations
- Strengthening post-secondary articulation and collaboration
- Strengthening labor, business, and industry partnerships\
- Providing pertinent, sequential professional development for CV-TEC Faculty
- Complete the NYSED CTE Program Re-Approval process for these two programs

NYSED CTE Program Re-Approval Process:

- There are six (6) CTE programs currently undergoing the NYSED Re-Approval process this year: Allied Health, Construction Trades, Culinary Arts Management, Electrical Design, Graphic Design, Power Sport Technology, and Security & Law Enforcement. There are four (4) other CTE programs scheduled to begin the process during the Spring semester this year: Aviation Fundamentals, Cosmetology, Environmental Conservation & Forestry, and Heavy Equipment/Diesel Mechanics Technology. 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.

NWRC:

- In the Spring 2018 semester, all students completing CV-TEC (high school and post-secondary) had the opportunity to take the National Work Readiness Credential (NWRC) exam. Of the 270 students that took all four (4) sections of the exam, 235 were successful, resulting in an 87% pass rate!
- In addition to earning a nationally recognized employment credential, high school students earning the NWRC credential qualify for the NYSED CDOS Pathway approved 4+1 assessment option.



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CVES MISSION

CVES, in partnership with local school districts and their communities, the Board of Regents and the Commissioner of Education, will be a leader in providing quality, cost-effective programs and services that support school districts and their communities to achieve higher standards through enhanced educational opportunities.

To: Dr. Mark Davey, District Superintendent
From: Bonnie Berry, Interim Director of Special Education
Date: November, 2018
Re: Board of Cooperative Educational Services Report

This month the Board Report from the Special Education Division will focus on the work of some of our committees in the buildings. Our newsletters will be presented to you at the Board meeting with information on the school wide and classroom activities. The newsletters are also on line at <https://www.cves.org/special-education/principals-corner/>.

Committees in Action in Our buildings.

Backpack Program

Bonnie Berry and Jenn Christiansen- Facilitators

JCEO and the Community Action Angels are willing to take on 10 more back packs for us in addition to the ones they do in Plattsburgh. We can increase the number next year. It is \$183 per year and October 19th was the first week, because our timeline looks like December 7th as the first date we will not be charged the full price. A grant application was submitted to United Way for \$1000 and to the Rotary Small Gifts for \$500. We are doing a raffle with our staff to sponsor one or two students. The commitment is for three years. We will start with WAF and hope to move to Mineville in the future. The focus is Elementary students. We should receive information on the grants in the next couple of weeks. Progress is being made!

The Wellness Committee

Missy Litts and Janel Kingsley - Facilitator

The wellness committee was formed last year as one of the action steps in the Special Education Strategic Plan. The committee continues to provide a variety of activities for staff to promote overall health and wellness. Last month, during the half day Shannon Pitcher Boyer presented at WAF on Mindfulness and will be doing the same workshop at Yandon/Dillon in December. The committee is aiming to provide one activity a month open to all staff. Some of the activities that have been offered so far have been a presentation by Rebecca Biore-West on how our heart plays an extraordinary role in our lives, a hike to the top of Rattlesnake Mountain, and an introductory class on Reiki and the benefits it can have on stress reduction. We are looking forward to an upcoming event from Soma Beats, an African dance and drumming class that will offer an interactive experience for staff on



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November 19th. Additionally, the committee is working on creating a staff appreciation board that will be on display in the main lobby at WAF. Student wellness will be coordinated with PBIS.

PBIS at WAF

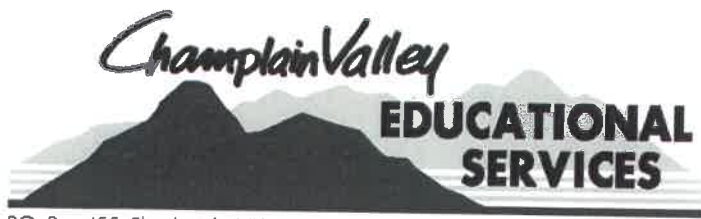
Jenn Christiansen - Facilitator
James Lavoie – Coordinator

Since July 2018, Mental Health Education has been a key focus in our New York State education curriculum. Our CVES PBIS Committee has taken steps to become a stronger framework for creating and maintaining a positive school climate. Our members have used the NYS Social Emotional Learning Benchmarks to guide their planning. We have adopted the *7 C's of Resilience* as a guide to ensure that our activities meet our students' core capacities for

- *Connection*
- *Competence*
- *Confidence*
- *Control*
- *Contribution*
- *Character*
- *Coping*

For example, Johnny Appleseed Day was an opportunity for *contribution*. Our Gr 4-6 Life Skills students contributed by going door to door to distribute Chazy Orchard Apples. Many classes build *competence* by cooking with apples. Deputy led Community Day so that our students could *connect* with community helpers. Students in K-12 showed *character* and *confidence* by designing Stop Bullying Posters and voting for their favorites. Our Healthy Family Meal at Open House received commendations. Families with children in our Autism Program reported that their children became *self-aware* of new foods! Spooky Sensory Day focused on using our 5 senses to stretch our *coping* skills. During our Halloween Parade and Outdoor Porch Contest, all students showed *self-control* and the ability to make the choice to be safe, respectful, and responsible.

In the PBIS Forecast, and in keeping with our Restorative Justice initiatives, classrooms will have conversations about our Behavior Matrix so that collaboration can lead to input and ownership. Teaching and support staff are putting their heads together to make a CVES Bull Dog Bucks Menu of Reinforcement Options that more truly reflects the needs of our trauma students. Our PBIS Committee has 15 active members who consistently step up to meet student needs. Please know that Board members are welcome to attend our school to get a sense of our positive momentum.



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PBIS at Yandon/Dillon

With a new coordinator being appointed this month, Celia Briggs, PBIS at Yandon/Dillon is in the beginning stages of planning and connecting to the Mental Health initiatives in NYS. Halloween focus was not about sweets but about activities associated with Life Skills.

Megabyte Monday and Wired Wednesday

Angie Waldron is coordinating topics and presenters

Megabyte Monday (Wired Wednesday at Yandon/Dillon) is professional development designed to provide teachers with knowledge and skills necessary to feel comfortable and confident using technology professionally as well as integrate it into their curriculum. The goal is to provide systematic, directed, technology focused trainings to improve necessary skills but more importantly the skills needed to integrate technology in an effort to increase student engagement and achievement. Implementation is consistent and targeted; all teachers are required to attend all scheduled bi-monthly Megabyte Monday or Wired Wednesday sessions.

A secondary goal is to build upon our internal capacity for providing technological support and coaching. Through an informal survey, teachers' strengths and needs were identified. Teachers who identified expertise in high need areas were then scouted to facilitate a 45-60 minute training session, honing-in on staff strengths to provide turnkey training. This model allows for sustained support and ongoing relevant professional development for all staff.

Microsoft TEAMS

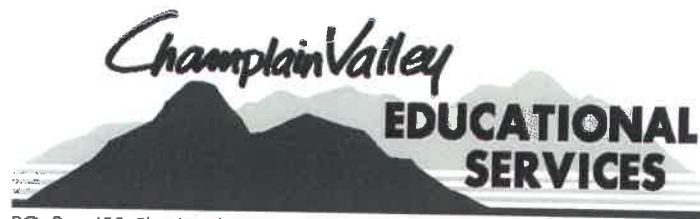
Microsoft Teams is the digital hub that brings conversations, content, assignments, and apps together in one place. It Promotes equity and connection in professional learning communities, and communications with staff. This year the Special Education division has decided to use TEAMS for all of the communication and sharing of information for all of the committee work.

Restorative Justice Committee

Dan Valenzuela - Facilitator

As part of the continued work towards becoming a school supporting trauma informed practices, the Restorative Justice committee has been created for the SPED Division. The charge of the group is to work through collaboration to support restorative justice practices within our programs.

Restorative justice is an evidence-based practice effectively focusing on righting a wrong committed and repairing harm done. The goal is to place value on relationships and focus on repairing



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relationships that have been injured. Restorative circles, also known as the circle process, are used as a tool to teach social skills such as listening, respect, and problem solving. Circles provide students an opportunity to speak and listen to one another in a safe atmosphere and allow educators and students to be heard and offer their own perspectives. Circles can also be used to celebrate students, begin and end the day, and discuss difficult issues.

The committee has also begun working towards supporting staff circle ups to assist with wellness and morale. As part of the strategic plan, the committee will be working on collecting data of how many circle-ups are being done throughout our programs.

Trauma Informed Committee

Administrators - Facilitators

Our SPED division is taking a strong initiative towards becoming a trauma informed school. We have established a catalyst group to assist with this initiative as our Trauma Informed Committee. The committee has begun its work referencing the Adverse Childhood Experiences (ACES) study as well as partnering with Dave Melnick. Those resources have provided the ground work for the beginning stages of this committee work. A full day is planned with Dave Melnick for November 16th on How Schools Become Healing Places.

Communications Committee:

Dan Valenzuela – Facilitator

As part of the strategic plan, the communications committee has been an area of focus for the SPED Division. The Charge of this group is to collaboratively work towards monitoring and improving our efforts in communication within our Division. This year the committee has been analyzing and comparing survey results to drive the areas of focus within the special education division. We are currently looking into communication in the areas of our student intake process, professional development, and program meetings.

Suicide Prevention

Kim Denton – Facilitator

This committee is composed of members from WAF, Yandon/Dillon and CV-TEC. Kim was a participant in the ASIST Training (Applied Suicide Intervention Skills Training) offered by NYSED and will be meeting with the team to review our plan and coordinate awareness sessions as needed.

CEIWW BOCES
SPECIAL AID FUND PROGRAMS REVIEW
STATUS EVALUATION
2018/2019

Coser	Program Description	921-2019	925-2019	927-2018	947-2019	949-2019	950-2019
		NSLP Equipment Assistance	RSE-TASC	Core Rehabilitation Services	SLS Operating Aid	SLS Categorical Aid for Automation	EPE
	Approved Budget	\$ 14,152	\$ 214,530	\$ 241,252	\$ 96,991	\$ 9,699	\$ 382,250
	Revenue Available/Earned	\$ 14,152	-	\$ 178,269	\$ 96,991	\$ 9,699	\$ 74,588
	Prior Year Rollover	-	-	81,039	-	-	-
	Expenditures to-date	-	(22,980)	(197,396)	(24,052)	(1,644)	(84,523)
	Est. Encumbrances to-date (including indirect cost)*	(8,585)	-	(62,977)	(69,714)	(6,516)	(278,662)
	Unexpended Balance	\$ 5,567	\$ (22,980)	\$ (1,065)	\$ 3,225	\$ 1,539	\$ (288,597)
	Percentage Utilized	61%	11%	81%	97%	84%	95%
	Grant Program Ending:	7/31/2019	6/30/2019	12/31/2018	6/30/2019	6/30/2019	6/30/2019
	Finance Approval Obtained:	8/13/2018	**	12/17/2014	6/8/2018	7/2/2018	9/13/2018
	Director:	Bell	Gray	Berry	Gray	Gray	Friedman

Coser	Program Description	951-2018	954-2019	956-2019	959-2018	963-2019	992-2017
		HSE Test Administration	Perkins IV Basic	SLS Supplemental Operating Aid	SNAP Employment & Training Venture IV	North Country Region Career Pathways II	NYS Dept of Criminal Justice Cyber Safety
	Approved Budget	\$ 6,659	\$ 111,473	\$ 47,366	\$ 109,560	\$ 140,000	\$ 68,571
	Revenue Available/Earned	\$ 3,875	\$ 111,473	\$ 47,366	\$ 119,944	\$ 29,000	\$ 68,571
	Prior Year Rollover	1,967	-	-	-	12,955	-
	Expenditures to-date	(5,890)	(18,377)	(15,937)	(78,837)	(84,379)	(63,718)
	Est. Encumbrances to-date (including indirect cost)*	(610)	(85,712)	(17,008)	(30,743)	(55,621)	-
	Unexpended Balance	\$ (658)	\$ 7,384	\$ 14,421	\$ 10,364	\$ (98,045)	\$ 4,853
	Percentage Utilized	75%	93%	70%	100%	92%	93%
	Grant Program Ending:	12/31/2018	6/30/2019	6/30/2019	9/30/2018	3/31/2019	3/31/2019
	Finance Approval Obtained:	1/16/2018	8/8/2018	6/8/2018	2/9/2017	6/13/2018	2/4/2016
	Director:	Friedman	Friedman	Gray	Friedman	Friedman	Gray