

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 INSTRUCTIONAL SERVICES CENTER IN
PLATTSBURGH ON MAY 8, 2019, PROPOSED EXECUTIVE SESSION AT 6:30 PM – MEETING AT 7:30 P.M.**

- | | |
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| 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. DRAWING OF LOTS FOR CVES BOARD MEMBER TERMS |
| Action | 3. APPOINTMENT OF VACANT BOARD MEMBER SEATS/OATHS OF OFFICE |
| No Action | 4. EXECUTIVE SESSION |
| No Action | 5. INTRODUCTION OF ALL PRESENT |
| No Action | 6. OPINIONS AND CONCERNS FROM THE AUDIENCE |
| No Action | 7. STRATEGIC PLAN SURVEY RESULTS – Amanda Zullo |
| No Action | 8. CAPITAL PROJECT UPDATE - Dr. Mark Davey & Eric Bell |
| Action | 9. MINUTES OF PREVIOUS MEETING |
| | a. April 10, 2019 Annual Board Meeting (Enc. 1) |
| | b. April 10, 2019 Regular Board Meeting (Enc. 2) |
| | 10. CONSENT AGENDA FINANCIAL |
| Action | a. Certification of Warrant (Enc. 3) |
| Action | b. Treasurer's Report (Enc. 4) |
| Action | c. Budgets (Enc. 5) |
| Action | d. Special Aid Fund Project (Enc. 6) |
| Action | e. Agreement (Enc. 7) |
| Action | f. CVES Total Budget (Enc. 8) |
| | 11. OLD BUSINESS |
| No Action | a. None this month |
| | 12. CONSENT AGENDA PERSONNEL |
| Action | a. Resignations (Enc. 9) |
| Action | b. Leave of Absence (Enc. 10) |
| Action | c. Four-Year Probationary Appointments (Enc. 11) |
| Action | d. Civil Service Probationary Appointments (Enc. 12) |
| Action | e. Permanent Appointment (Enc. 13) |
| Action | f. Hourly Appointment (Enc. 14) |
| Action | g. Facilitators (Enc. 15) |
| Action | h. Substitutes (Enc. 16) |

- Action i. Authorization of Individual to Collect Money (Enc. 17)
13. BOARD OF COOPERATIVE EDUCATIONAL SERVICES
- Action a. Memorandum of Agreement with CEWW BOCES 12-Month Support Unit (Enc. 18)
- Action b. Requests for Approval to Attend Conference/Workshop (Enc. 19)
- Action c. 2019-20 CVES Board Meeting Dates (Enc. 20)
14. NEW BUSINESS
- No Action a. None this month
- No Action 15. DISTRICT SUPERINTENDENT’S UPDATE
- No Action 16. OTHER
- No Action 17. NEXT BOARD MEETING
 Wednesday, June 12, 2019, at the Instructional Services Center in Plattsburgh – Proposed
 Executive Session at 6:30 p.m. – Meeting at 7:30 p.m.
- No Action 18. REPORTS FROM DIRECTORS (Enc. 21)
- Action 19. ADJOURNMENT

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

| | |
|---------------|--|
| 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 – Adirondack Room Butcher Block – 6:00 p.m. |
| June 6, 2019 | No. Country Loggers Awards Banquet – CAL Main Campus - 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. |

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 April 10, 2019 Annual Board meeting. (attached)

ENC. 2

Recommend that the Board approve the Draft Minutes from the April 10, 2019 Regular Board meeting. (attached)

ENC. 3

Recommend that the Board approve the Certification of Warrant for April 1, 2019 to April 26, 2019. (attached)

ENC. 4

Recommend that the Board approve the Treasurer's Report from March 31, 2019. (attached)

ENC. 5

Recommend that the Board approved the following Budgets:

1. Summer School Aged Non-Specified Programs Budget in the amount of \$400,653 for the 2019-2020 school year (Co-Ser 940 – Special Education)
2. Summer School Aged 6:1:1 Autism Budget in the amount of \$151,241 for the 2019-2020 school year (Co-Ser 941 – Special Education)
3. Summer School Aged Intensive Therapeutic Support Program (ITSP) Budget in the amount of \$47,711 for the 2019-2020 school year (Co-Ser 943 – Special Education)
4. Summer School Aged Related Service Only Budget in the amount of \$3,499 for the 2019-2020 school year (Co-Ser 962 – Special Education)
5. Summer School Aged 1:1 T/A Budget in the amount of \$34,257 for the 2019-2020 school year (Co-Ser 964 – Special Education)
6. Summer School Aged 1:1 Nurse Budget in the amount of \$7,203 for the 2019-2020 school year (Co-Ser 965 – Special Education)
7. Summer School Aged 1:1 Aide Budget in the amount of \$255,361 for the 2019-2020 school year (Co-Ser 966 – Special Education)
8. Yandon-Dillon Cafeteria Fund RSY Budget in the amount of \$147,925 for the 2019/2020 school year. (Co-Ser C791 – School Lunch Fund)

ENC. 5 CONTINUED

9. William A Fritz Cafeteria Fund RSY Budget in the amount of \$190,841 for the 2019/2020 school year.
(Co-Ser C791 – School Lunch Fund)

10. William A Fritz Cafeteria Fund ESY Budget in the amount of \$16,642 for the 2019/2020 school year.
(Co-Ser C791 – School Lunch Fund)

ENC. 6

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

1. High School Equivalency Test Administration special aid fund project, in the amount of \$7,397, for the period of January 1, 2019 through December 31, 2019 (pending an executed contract with NYS). (CV-TEC)

ENC. 7

Recommend that the Board approve the following Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and the New York State Education Department (NYSED) for a contract to fund High School Equivalency (HSE) Test Administration from January 1, 2019 through December 31, 2022 in the amount of \$29,588, with the option to renew for an additional one year period from January 1, 2023 through December 31, 2023. The initial contract period will commence January 1, 2019 and end December 31, 2019. The funding amount paid to BOCES for this term shall be \$7,397. (CV TEC) (attached)

ENC. 8

Recommend that the Board approve the total CVES budget for the 2019-20 school year in the amount of \$39,449,707.00

ENC. 9

Recommend that the Board accept the following letters of Resignation:

1. Kelly Java-Farnsworth, Teaching Assistant, Effective April 13, 2019
2. Penny Comes, Teacher Aide/Student Aide, Effective May 9, 2019 (for the purpose of accepting Teaching Assistant position)
3. Madeline Seller, Teaching Assistant, Effective May 9, 2019 (for the purpose of accepting Special Education Teacher position)
4. Lynsey Roberts, Cook Manager, Effective May 6, 2019
5. Francis Russell, Adult Education Hourly Non-Contract, Substitute CDL Driver, Effective April 17, 2019
6. Angela Vanderbogart, Teacher Aide/Student Aide, Effective September 1, 2019 (for the purpose of accepting Food Service Helper position)

ENC. 10

1. Heather Van Alphen, one-half day of unpaid leave per day for the month of May 2019.

ENC. 1

CHAMPLAIN VALLEY EDUCATIONAL SERVICES BOARD OF COOPERATIVE EDUCATIONAL SERVICES ANNUAL MEETING

April 10, 2019
Yandon-Dillon Center, Mineville, New York

2019 MINUTES

The Annual Meeting was called to order at 8:01 p.m. by President Larry Barcomb. The following people were present:

C.V.E.S Board Members

| | |
|-----------------------|--------------------|
| Larry Barcomb | Donna LaRocque |
| Leisa Boise | Bruce Murdock |
| Jane Donahue | Lori Saunders |
| Patricia Gero | Florence Sears |
| Linda Gonyo-Horne | Michael St. Pierre |
| Richard Harriman, Sr. | |

Executive Officer

Dr. Mark C. Davey

Board Clerk

Meaghan Rabideau

Others Present

| | |
|---------------------|----------------|
| Teri Calabrese-Gray | Garrett Hamlin |
| Michael Horne | James Bouffard |
| Christine Myers | Eric Bell |
| Bonnie Berry | Philip H. Mero |
| Jim McCartney III | |

President Barcomb requested nominations from the floor to elect a Chairperson for the Annual Meeting. Mr. Murdock moved, seconded by Mrs. Boise, to nominate Mr. St. Pierre as Chairperson for the Annual Meeting. All Board Members present voted yes—motion carried. Mr. St. Pierre assumed Chairmanship of the meeting, and asked that the meeting begin.

Chairman St. Pierre turned the meeting over to Dr. Davey who then reviewed the purpose of the Annual Meeting. Dr. Davey and Mr. Bell began by providing an update on the 2019-20 NYS budget factors, which will affect CVES and our component school districts in the coming year. These budget development factor highlights included the State's increase of Foundation Aid (\$618 million) to schools throughout the state, that a new Teacher's Retirement System reserve will now be able to be established by school districts to support their long-term financial planning, and that the State's Tax Cap was made permanent. The various CVES BOCES divisional budget components were then reviewed including the administrative and capital budgets. Next, Dr. Davey began the Annual Report Card presentation by providing an overview of CVES' component district enrollment and highlights from the 2017-18 school year including Strategic Plan accomplished priorities and the development of a comprehensive, successful CVES-wide Capital Project through a facilities advisory committee last year. Each division reviewed their respective updates to the 2017-18 BOCES Report Card data. This update by Teri Calabrese-Gray, Bonnie Berry and Eric Bell, provided information on the divisional report card highlights and major accomplishments. Lastly, Dr. Davey confirmed the upcoming dates for the annual CVES administrative budget vote on April 25, 2019 for the component districts and the May 8, 2019 Board meeting where it will be recommended that the CVES Board approve the 2019-20 budget.

There being no further business, Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, that the Annual Meeting be adjourned at 8:47 p.m. All Board Members present voted yes--motion carried.

Meaghan Rabideau, Board Clerk

ENC. 2

CHAMPLAIN VALLEY EDUCATIONAL SERVICES

Board of Cooperative Educational Services
Sole Supervisory District of Clinton, Essex,
Warren and Washington Counties

DATE: April 10, 2019
KIND OF MEETING: Regular Board Meeting
PLACE: Yandon-Dillon Center, Mineville, NY

Board Members Present:

Larry Barcomb
Leisa Boise
Jane Donahue
Patricia Gero
Linda Gonyo-Horne
Richard Harriman, Sr.
Donna LaRocque
Bruce Murdock
Lori Saunders
Florence Sears
Michael St. Pierre

Board Members Absent:

Evan Glading
Richard Malaney
Ed Marin
Thomas McCabe

Executive Officer:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

Other Present:

Eric Be
Thomas Cambrese-Gray
James McCartney III
Meghan Zedick
Christine Myers
James Bouffard
Garrett Hamlin
Philip H. Mero
Michael Horne

DRAFT

MEETING TO ORDER

The Board President called the meeting to order at 6:38 p.m.

EXECUTIVE SESSION

Mr. Murdock moved, seconded by Mrs. Saunders, that the Board go into Executive Session at 6:39 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; #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. Meghan Zedick, Esq. CVES' attorney from Stafford, Owens, Piller, Mumane, Kelleher & Trombley, PLLC. was present to provide legal advice on several matters. She assisted the CVES Board in their discussion of the upcoming new DS evaluation process and their consideration of contractual updates. Second, an update was provided on a notice of claim recently received involving a CVES student, as well as legal advice on filling an upcoming vacant BOCES Board seat. Third, the status of CVES' negotiations with various bargaining units was discussed, as well as the Board's review of the CEWW Health Insurance Consortium Memorandum's of Understanding (MOU) to expand the Consortium's Board of Directors and their consideration of the recommended Municipal Cooperation Agreement. Next, several confidential personnel matters were reviewed and an update was provided on CVES' Director of Special Education's extended vacancy search. Lastly, several contractual matters were discussed involving CVES programs and facilities. All Board Members present voted yes—motion carried.

Mr. Murdock moved, seconded by Mrs. Boise, that the Board come out of Executive Session at 7:56 p.m. All Board Members present voted yes—motion carried.

OPINIONS &
CONCERNS FROM
AUDIENCE

Dr. Davey recognized and congratulated Teri Calabrese-Gray who was selected for the 2019 Outstanding Educator Award by the School Administrators Association of New York State (SAANYS). Dr. Davey then recognized both Michele Friedman and Jen Gero who both recently received awards from the NYS Association of Career and Technical Education Administrators (ACTEA). Mrs. Friedman, Director of Career and Technical Education at CVES was this year's recipient of the Administrator Recognition Award and Mrs. Gero, NYS Master Teacher and instructor of the CVES New Visions Medical Careers, was the recipient of the ACTEA's Teacher Special Recognition Award. Next, Mr. Larry Barcomb, President of the CVES Board, commented on the recent Open House he attended at the Plattsburgh main campus where the Tiny House Project was showcased by the Construction Trades classroom. Mr. Barcomb stated that it was a full house as usual and that the teachers and students showed such enthusiasm for the work they were doing. Lastly, Mr. Jim McCartney, shared several photographs with the Board, including a photo of Mr. Tom Aubin, Welding Instructor, with the items purchased for his classroom from his recent award from Harbor Freight, and also a photo highlighting a student's welding project. Mr. McCartney also shared that CV-TEC recently hosted several CTE National Directors that were on campus visiting several identified CV-TEC programs to examine their distinguished Career and Technical Education (CTE) practices. They will then provide feedback and make recommendations to NYSED based on their visit.

CAPITAL PROJECT
UPDATE

Mr. Eric Bell provided a CVES Capital Project PowerPoint presentation that included updates from the design phase of CVES' approved Capital project with building floor plans, site plans/traffic safety, project scope and budget. Mr. Bell then shared an update on the land acquisition for the Satellite campus and stated that the Joint Financing Agreement was approved and signed by all Component Districts. This important approval will allow for each district to choose their type of financing for the project. Next, Mr. Bell shared that CVES is also coordinating its planned "mini" capital projects to align with the larger Capital Project. The items under consideration include waterline replacement at the Plattsburgh main campus, and infrastructure upgrades and sewer upgrades at the Satellite campus. Lastly, Mr. Bell reviewed the recommendation for CVES' participation in NYSED's "third-party" capital project review process and the project timeline, which continues to remain on target. Dr. Davey provided additional information and thanked Mr. Bell and Tetra Tech, as well as their support teams for the coordinated effort during this phase of the project. Garrett Hamlin and James Bouffard of Tetra Tech Architects and Engineers were also present at the meeting to answer any questions from the Board.

PREVIOUS
MINUTES

Mr. Murdock moved, seconded by Mrs. Gonyo-Horne, to approve the minutes of the March 13, 2019 Board Meeting as presented. All Board Members present voted yes—motion carried.

CONSENT

Mrs. Gonyo-Horne moved, seconded by Mr. Murdock, to approve the following

AGENDA
FINANCIAL

Consent Agenda Financial items 8a-8e as presented. All Board Members present voted yes—motion carried.

CERTIFICATION
OF WARRANT

(8a) Approve the Certification of Warrant for March 4, 2019 to March 29, 2019 as presented.

TREASURER'S
REPORT

(8b) Approve the Treasurer's Report from February 28, 2019.

DONATIONS

(8c) Approve the following Donations:

1. For Our Student Stipend Fund:

| | |
|---------------------------|--------------|
| United Way (January 2019) | 32.17 |
| Pepsi (February 2019) | 92.56 |
| Pepsi (March 2019) | 92.18 |
| United Way (March 2019) | <u>32.17</u> |
| TOTAL | - \$ 249.08 |

2. Donation of greenhouse supplies, with an estimated value of \$500.00 from Campbell's Greenhouse. This donation will benefit the students of the Environmental Conservation & Forestry Program.

BUDGET
INCREASE

(8d) Approve the following Budget Increase:

1. Core Rehabilitation Service (CRS) Special Aid Fund Project budget from \$299,652 to \$412,600, for the period of January 1, 2019 through December 31, 2019, due to rollover funding in the amount of \$112,948. (Special Education)

CONTRACTUAL
BUDGET
INCREASE

(8e) Approve the following Contractual Budget Increase:

1. Increase to the General Staffing Agreement between Clinton-Essex-Warren-Washington BOCES and ETS, Inc. to add an estimated 128 hours of additional Account Clerk Typist support for use at Management Services. Services will bill at a rate of \$19.50 per hour and will extend contract services with ETS through May 3, 2019, bringing the 2018-19 total contract expenditure to an amount not to exceed \$44,300. (Management Services)

CONSENT
AGENDA
PERSONNEL

Mr. Murdock moved, seconded by Mrs. Boise, to approve the following Consent Agenda Personnel items 9a-9i as presented. All Board Members present voted yes—motion carried.

RESIGNATION
FOR THE PURPOSE
OF RETIREMENT
AINTRAZI

(9a) Accept the following letter of resignation for the purpose of Retirement:

1. Diana Aintrazi, Teaching Assistant, Effective December 17, 2018

RESIGNATIONS
LACROIX,
BREYETTE

(9b) Accept the following letters of Resignation:

1. Nicholas LaCroix, Heavy Equipment/Diesel Instructor, Effective May 1, 2019
2. Aubrin Breyette, Special Education Teacher, Effective April 19, 2019

CIVIL SERVICE
PROBATIONARY
APPOINTMENT
DION

(9c) Appoint the following person(s) to a 52-week Civil Service Probationary appointment as follows:

1. Gabrielle Dion, Account Clerk/Typist, Effective May 1, 2019, Annualized Salary of \$25,184, Prorated Salary of \$4,165.05.

PERMANENT
APPOINTMENT
ST.PIERRE, FOX

(9d) Grant a Permanent appointment (Civil Service) to the following person(s):

1. Alexander St. Pierre, Network Systems Coordinator, Effective March 13, 2019
2. Jennie Fox, Teacher Aide/Student Aide, Effective April 11, 2019

POSITION
INCREASE
LAFOUNTAIN

(9e) Increase the following position from 10-months to 12-months:

1. Colleen LaFountain, Academic Service Coordinator, Effective July 1, 2019, Old Salary of \$71,319.00, New Salary of \$85,583.00.

FACILITATOR

(9f) Approve the following list of Facilitators for the period of April 11, 2019 through June 30, 2019:

Facilitator (\$30.00/hour)
Tammy LaBombard

SUBSTITUTES

(9g) Approve the following list of Substitute and Temporary-On-Call appointments for the 2018-19 school year:

| <u>Name</u> | <u>Position</u> |
|-----------------|---------------------------|
| Maddison Bedard | Teacher Aide/Student Aide |
| Maura Trombley | Teaching Assistant |
| Charles Roberts | Custodial Worker |

AUTHORIZATION
OF INDIVIDUAL
TO COLLECT
MONEY

(9h) Authorize the following individual(s) to collect money at all CVES locations for the 2018-19 school year:

CV-TEC – Plattsburgh & Satellite Campuses

Diana Handly – Adult Education Tuitions, Fees and other CV-TEC Program Income

PETTY CASH
FUND BURSAR

(9i) Authorize Diana Handly as bursar of the \$100 petty cash fund at the CV-TEC Satellite Campus Office for the remainder of the 2018-2019 school year (replacement for Laura Dancoes).

UNUSED SNOW
DAY RESOLUTION

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

WHEREBY there is an excess of snow/emergency closure days in the calendar and that (1) day be deleted from the scheduled work year at the Plattsburgh Campus due to unused snow/emergency closure days;

THEREFORE, BE IT RESOLVED, that May 28, 2019 will be designated as an unused snow/emergency closure day for all 10-Month employees at the Plattsburgh Campuses and employees will not be required to report to work; AND,

WHEREBY, a side letter of agreement will also be formulated with the Administrative, Managerial, Confidential, and 12-Month Support Staff Units that will allow them the following with the understanding that it can be approved or disapproved on a year-to year basis;

For all 12-Month employees at the Plattsburgh Campuses, May 28, 2019 will be designated as unused snow/emergency closure days and employees will not be required to report to work. All Board Members present voted yes—motion carried.

CVES REPORT
CARD

Mrs. LaRocque moved, seconded by Mr. Murdock, that the Board approve the CVES Report Card as presented at the Annual Meeting. All Board Members present voted yes—motion carried.

MEMORANDUMS OF
UNDERSTANDING
RESOLUTION

Mrs. LaRocque motioned, seconded by Mr. Murdock, that the Board approve the following Resolution:

WHEREAS, the CEWW Health Insurance Consortium Board of Directors seeks to develop a closer working relationship with employee representatives, including through adding employee and retiree representatives to the Board of Directors;

WHEREAS, in exchange for such addition of Board members, numerous labor unions and employee representative groups employed within the CEWW Health Insurance Consortium component districts have agreed through an MOU to waive certain rights to object to certain changes to the health insurance plan; and

WHEREAS, employee representatives within the CEWW BOCES have approved entry of such MOU; and

WHEREAS, it is anticipated that additional employees or representative groups may also enter into the MOU.

NOW, THEREFORE BE IT RESOLVED, that the District Superintendent be authorized to execute MOUs with the employee representative groups which have approved such MOU. All Board Members present voted yes—motion carried.

**MUNICIPAL
COOPERATION
AGREEMENT**

Mr. Murdock motioned, seconded by Mrs. Boise, that the Board adopt the Second Amended and Restated Municipal Cooperation Agreement:

WHEREAS, the District is a party to an Amended and Restated Municipal Cooperation Agreement ("MCA") under Article 5-G of the General Municipal Law for the purpose of providing employee and retiree health insurance coverage; and

WHEREAS, the Board of Directors recommends amending the MCA to add labor representative to the Board of Directors and to provide a method for merged school Districts to continue in the Consortium;

BE IT THEREFORE RESOLVED, that the District approve proposed Second Amended and Restated Municipal Cooperation Agreement which will then be operative upon the affirmative vote of two-thirds of all participating Districts, in accord with Section T of the MCA. All Board Members present voted yes—motion carried.

**GENERAL
RELEASE**

Mrs. LaRocque motioned, seconded by Mr. Murdock, that the Board approve the following resolution:

RESOLVED, that in accord with the advice of counsel, the Board hereby consents to the terms of a General Release with Paul Rissetto and Rachel Rissetto 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, the Board President and the District Superintendent to execute such general release and any other documents as may be necessary to effectuate the settlement. All Board Members present voted yes—motion carried.

**LETTER OF
RESIGNATION
WOOD**

Mrs. LaRocque motioned, seconded by Mr. Murdock, that the Board accept the following letter of Resignation:

1. Kayla Wood, Teacher Aide/Student Aide, Effective April 20, 2019

All Board Members present voted yes—motion carried.

**CIVIL SERVICE
PROBATIONARY
APPOINTMENT
KEECH**

Mr. Murdock motioned, seconded by Mrs. LaRocque, that the Board appoint the following person(s) to a 52-week Civil Service Probationary Appointment as follows:

1. Amy Kech, Teacher Aide/Student Aide, Effective April 11, 2019, Annualized Salary of \$15,976, Prorated Salary of \$4,014.07.

All Board Members present voted yes—motion carried.

SUBSTITUTE

Mrs. Saunders motioned, seconded by Mr. Murdock, that the Board approve the following list of Substitute and Temporary-On-Call appointments for the 2018-19 school year:

| <u>Name</u> | <u>Position</u> |
|-----------------|--------------------|
| Carolyn Provost | Teaching Assistant |

All Board Members present voted yes—motion carried.

STRATEGIC PLAN
UPDATE

Dr. Davey provided a brief Strategic Plan update and acknowledged that CVES' 6th Annual Strategic Plan is beginning its administration this week. He encouraged all CVES staff to take the anonymous survey to provide feedback and help guide CVES' ongoing work. Mrs. Saunders noted that the DPT's Survey Sub-Committee worked very hard to make changes and to improve the survey's focus on specific areas to strengthen the gathering of baseline data. Lastly, Dr. Davey reminded the Board that during the next Board meeting in May, the Board will be provided an update on the recently completed CVES Annual Survey and its results.

DISTRICT SUPT.
UPDATE

Dr. Davey began his Superintendent's update by sharing several recent senior NYSED personnel changes, including the departure of SED's Senior Executive Deputy Commissioner Jhone Ebert who returned to her home state of Nevada to become the State Superintendent for Education. Next, Dr. Davey thanked both CV-TEC campuses for their successful open houses, where many potential new students and their parents were in attendance. Third, Dr. Davey shared that CVES' Director of Special Education search deadline for applicants was extended one month to support the opportunity for additional candidates to apply. Fourth, the Board was reminded that the CVES BOCES annual vote on the administrative budget and CVES Board members will be held in each component district on April 25th. Dr. Davey thanked all (8) nominees for their interest and participation as well as thanked the Board members whose appointed terms were coming to a close. He reminded the Board members that following next month's May Board meeting, the new DS evaluation instrument through SuperEval/ PLS 3rd Learning will be available for their access and use. At that meeting, a laptop will be issued to each Board member for their use. There will be additional training opportunities available for Board members who missed the SuperEval workshop. Next, a brief CEWW Workers' Compensation & Health Insurance Consortium Update was provided and he thanked the Board for the approval of the various related Board resolutions. Lastly, Dr. Davey provided an Elizabethtown-Lewis-Westport (ELW) CSD update as he continues to serve as ELW's interim superintendent. Dr. Davey introduced ELW's Board of Education President Philip Mero who was in attendance at CVES' Board meeting. In closing, Dr. Davey reminded the Board of upcoming CVES important dates:

- Upcoming Events: Skills USA – Syracuse April 24 – 26
- Clinton Co. School Boards Dinner - Thurs. May 2, 2019
- CV-TEC NTHS Plattsburgh – Tues, May 14, 2019
- CV-TEC NTHS Mineville – Weds, May 22, 2019
- Skills USA Banquet - Weds, May 29, 2019

OTHER

Mrs. Boise thanked Julie Holbrook, CVES Lunch Manager, Lynsey Roberts, CVES Cook Manager and Dr. Stay for their role in the dinners provided to the Board during the Mineville meetings this school year. The farm-to-table philosophy and fresh ingredients have been exceptional and the program has made a big impact at the Mineville campus. The same food program will begin at the Plattsburgh campus on July 1, 2019.

NEXT BOARD MEETING

The next Board meeting will be held on Wednesday, May 8, 2019, at the Instructional Services Center in Plattsburgh. An anticipated Executive Session will begin at 6:30 p.m., monthly meeting to follow.

ADJOURNMENT

Mrs. Gonyo-Home moved, seconded by Mr. Murdock, to adjourn the meeting at 9:43 p.m. All Board Members present voted yes—motion carried.

DRAFT

Magda Rabideau, Board Clerk

ENC. 3

MEMO

To: Meaghan Rabideau, BOCES Board Clerk
Clinton-Essex-Warren-Washington BOCES
From: Angela Jennette, Claims Auditor
Date: April 29, 2019
Re: Report for Board Agenda for May 8, 2019 Meeting

The following warrant claims were reviewed from April 1, 2019 to April 26, 2019:

| <u>Warrant No. & Date</u> | <u>Check Information</u> | <u>Gross Total Amount</u> |
|-------------------------------|---|---------------------------|
| W #40 - 04/04/2019 | *Check Nos: 224740-224809 | \$ 243,602.79 |
| W #41 - 04/11/2019 | *Check Nos: 224810** 224860-224979** | \$ 1,179,324.10 |
| W #42 - 04/25/2019 | *Check Nos: 225027-225117 | \$ 853,353.52 |

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

IRS-EFTPS:

PR #21- Wire #941-032919- Warrant #40;
PR #22- Wire #941-041219- Warrant #42;

NYS Promptax:

PR #21- Wire #NYS-032919- Warrant #40;
PR #22- Wire #NYS-041219- Warrant #42;

Omni Financial Group:

PR #22- Wire #OMN-041219- Warrant #41;
PR #23- Wire #OMN-043019- Warrant #42;

NYS Office of Comptroller ERS Retirement & Loans: PR #20&21- Wire #MAR2019- Warrant #40;

Health Insurance Consortium Payments:

| | |
|---------|-------------------|
| 4/4/19 | No Wire this week |
| 4/11/19 | \$ 246,575.25 |
| 4/18/19 | \$ 1,715,973.85 |
| 4/25/19 | \$ 1,624,586.87 |

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

Internal Claims Auditor
(Signature) Angela Jennette

CC: Eric Bell
Christine Myers

| <u>Date</u> | <u>Warrant</u> | <u>Vendor #</u> | <u>Claim Audit Finding:</u> | <u>Summary Business Office Response:</u> | <u>Resolution/Options:</u> |
|-------------|----------------|-----------------|--|---|-----------------------------|
| 04/03/19 | Pending W#40 | 3967 | Invoice over 4 months old, payment statement missing. | Payment not verified to statement, already paid. | Removed from final warrant. |
| 04/04/19 | Final W#40 | | | | \$243,602.79 |
| 04/10/19 | Pending W#41 | 8098 | Incorrect coding per Accountants notes. | Coding corrected. | Approved for final warrant. |
| 04/10/19 | Pending W#41 | 13721 | Why are we paying a finance charge? | Removed finance charge. | Approved for final warrant. |
| 04/10/19 | Pending W#41 | 7560 | Invoices over 90 days. | Ok to Pay held up approval process. Account Payable monitors and follows up routinely but sometimes delayed due to backlog. | Approved for final warrant. |
| 04/11/19 | Final W#41 | | | | \$1,179,324.10 |
| 04/24/19 | Pending W#42 | 10118 | Receipt for claim used and not Per Diem rate per policy. | Claim adjusted to use Per Diem rate. | Approved for final warrant. |
| 04/24/19 | Pending W#42 | 13460 | Claim missing backup. | Backup obtained. | Approved for final warrant. |
| 04/25/19 | Final W#42 | | | | 853,353.62 |

CLINTON-ESSEX-WARREN-WASHINGTON BOCES
TREASURER'S REPORT - MARCH 31, 2019

| | Cash Balance | | Cash Receipts | | Cash Disbursements | | Cash Balance | | Cash Receipts | | Cash Disbursements | | Cash Balance | |
|-----------------------------|------------------------|-----------------|-----------------|------------------------|--------------------|------------------------|------------------------|------------------------|-------------------------|-------------------------|--------------------|------------------------|------------------------|------------------------|
| | February 28, 2019 | March | March | March | March | March | March 31, 2019 | March 31, 2019 | Year To Date | Year To Date | Year To Date | Year To Date | March 31, 2019 | March 31, 2019 |
| I. CHECKING ACCOUNTS | | | | | | | | | | | | | | |
| <u>TD Bank - Depository</u> | | | | | | | | | | | | | | |
| General Fund | \$ 1,870,919.61 | \$ 4,940,088.84 | \$ 2,986,844.06 | \$ 3,824,364.39 | \$ 35,341,072.14 | \$ 3,824,364.39 | \$ 3,824,364.39 | \$ 3,824,364.39 | \$ 34,226,677.12 | \$ 189,947.18 | \$ 1,779,210.92 | \$ 189,947.18 | \$ 189,947.18 | \$ 189,947.18 |
| Special Aid Fund | \$ 170,319.05 | \$ 161,596.76 | \$ 141,968.63 | \$ 189,947.18 | \$ 1,779,210.92 | \$ 189,947.18 | \$ 189,947.18 | \$ 189,947.18 | \$ 2,198,525.57 | \$ 448,952.56 | \$ 186,282.00 | \$ 448,952.56 | \$ 448,952.56 | \$ 448,952.56 |
| Trust & Agency Fund | \$ 406,835.75 | \$ 42,118.81 | \$ 11,115.87 | \$ (36,521.02) | \$ 86,718.02 | \$ (36,521.02) | \$ (36,521.02) | \$ (36,521.02) | \$ 556,357.12 | \$ 57,455.73 | \$ 70,070.33 | \$ (36,521.02) | \$ (36,521.02) | \$ (36,521.02) |
| School Lunch Fund | \$ (29,985.90) | \$ 4,580.75 | \$ 27,818.27 | \$ (71,229.52) | \$ 4,015.52 | \$ (71,229.52) | \$ (71,229.52) | \$ (71,229.52) | \$ - | \$ - | \$ 4,015.52 | \$ (71,229.52) | \$ (71,229.52) | \$ (71,229.52) |
| Capital Fund | \$ (43,411.25) | \$ - | \$ 600.00 | \$ - | \$ - | \$ 600.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Private Purpose Trust Fund | \$ 600.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,015.52 | \$ - | \$ - | \$ - | \$ - | \$ - |
| <u>TD Bank - Operating</u> | | | | | | | | | | | | | | |
| General | \$ 260,331.82 | \$ 3,133,840.08 | \$ 2,954,455.01 | \$ 439,716.89 | \$ 36,613,112.38 | \$ 439,716.89 | \$ 439,716.89 | \$ 439,716.89 | \$ 36,939,960.52 | \$ 11,736.43 | \$ 500.00 | \$ 11,736.43 | \$ 11,736.43 | \$ 11,736.43 |
| SAVINGS ACCOUNTS | | | | | | | | | | | | | | |
| <u>NYCLASS</u> | | | | | | | | | | | | | | |
| Trust Fund Non-Expendable | \$ 11,413.91 | \$ 322.52 | \$ - | \$ 11,736.43 | \$ - | \$ 11,736.43 | \$ 11,736.43 | \$ 11,736.43 | \$ 477.06 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Private Purpose Trust Fund | \$ 10,981.29 | \$ 321.61 | \$ - | \$ 11,312.90 | \$ - | \$ 11,312.90 | \$ 11,312.90 | \$ 11,312.90 | \$ 470.92 | \$ 500.00 | \$ - | \$ 11,312.90 | \$ 11,312.90 | \$ 11,312.90 |
| TOTAL CASH ON HAND | \$ 2,658,014.28 | | | \$ 4,818,279.81 | | \$ 4,818,279.81 | \$ 4,818,279.81 | \$ 4,818,279.81 | \$ 73,983,939.56 | \$ 74,080,981.31 | | \$ 4,818,279.81 | \$ 4,818,279.81 | \$ 4,818,279.81 |

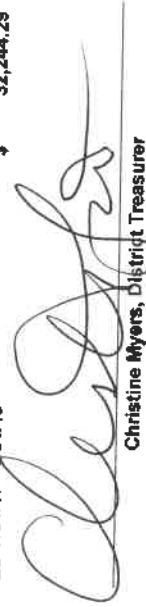
II. RECONCILIATION TO BANK STATEMENTS

| | | | | | | | | | | | | | | |
|---|---------------|-----------|-----------------|-----------------|-----------------|---------------|---------------|---------------|------|------|------|------|------|------|
| TD BANK - MUNICIPAL CHECKING - OPERATING | | | | | | | | | | | | | | |
| TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT | \$ 615,280.82 | \$ 225.00 | \$ 1,513,255.56 | \$ 2,842,258.03 | \$ (175,788.93) | \$ 439,716.89 | \$ 439,716.89 | \$ 439,716.89 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP | \$ 785.44 | \$ - | \$ - | \$ 785.44 | \$ - | \$ 785.44 | \$ 785.44 | \$ 785.44 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP | \$ 686.89 | \$ - | \$ - | \$ 686.89 | \$ - | \$ 686.89 | \$ 686.89 | \$ 686.89 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| NYCLASS - SAVINGS, JWH SCHOLARSHIP | \$ 11,738.43 | \$ - | \$ - | \$ 11,738.43 | \$ - | \$ 11,738.43 | \$ 11,738.43 | \$ 11,738.43 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP | \$ 16.40 | \$ - | \$ - | \$ 16.40 | \$ - | \$ 16.40 | \$ 16.40 | \$ 16.40 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP | \$ 9,824.17 | \$ - | \$ - | \$ 9,824.17 | \$ - | \$ 9,824.17 | \$ 9,824.17 | \$ 9,824.17 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

GENERAL FUND INTEREST RECEIVED 7/01/17 - 3/31/19

\$ 32,244.29

PREPARED BY:


Christine Myers, District Treasurer

DATED:

4/10/19


TOTAL CASH ON HAND

\$ 4,818,279.81

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

FOR THE PERIOD 03/01/2019 TO 03/31/2019

| 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 | 10,000.57 | 4,229.71 | 14,230.28 | 1,628.68 | 12,601.60 |
| SKILLS USA - MINEVILLE | 1,028.09 | 1,198.76 | 0.00 | 1,198.76 | 231.59 | 967.17 |
| NO. COUNTRY LOGGERS | 608.58 | 608.58 | 0.00 | 608.58 | 0.00 | 608.58 |
| IMAGE MAKERS | 0.00 | 5.50 | 0.00 | 5.50 | 0.00 | 5.50 |
| REFLECTIONS | 247.30 | 882.57 | 0.00 | 882.57 | 0.00 | 882.57 |
| LPN CLASS | 1,265.06 | 2,535.31 | 565.00 | 3,100.31 | 0.00 | 3,100.31 |
| ANIMAL SCIENCE | 553.30 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| RAZOR'S EDGE | 699.26 | 985.07 | 0.00 | 985.07 | 0.00 | 985.07 |
| PAWS IN TRAINING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ALLIED HEALTH | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SALES TAX | 9.78 | 263.91 | 0.00 | 263.91 | 263.91 | 0.00 |
| TOTAL | 9,242.04 | 16,480.27 | 4,794.71 | 21,274.98 | 2,124.18 | 19,150.80 |


CHRISTINE MYERS, DISTRICT TREASURER

4/9/19
DATE

3/31/2019 Bank Balance
Add: Deposits in Transit
Less: Outstanding Checks
3/31/2019 Balance on Hand

\$ 20,965.26
\$ 240.00
\$ (2,054.46)
\$ 19,150.80

ENC. 7

| | | | | | | | | | | | | | | | | | | | | | |
|---|---|--|---|---|-------------------------|--|--------|--|--------------------------------|--|------------------|--|--------------------------------|--|---|--|---------------------------------------|--|---|--|--|
| <u>STATE AGENCY</u> NYS Education Department 89 Washington Avenue, Room 503W-EB Albany, New York 12234 | <u>CONTRACT NUMBER:</u> C013873 <u>BUSINESS UNIT:</u> SED01 <u>DEPARTMENT ID:</u> 3300200 | | | | | | | | | | | | | | | | | | | | |
| <u>CONTRACTOR:</u> Clinton-Essex-Warren-Washington BOCES P.O. Box 455 Plattsburgh, NY 12901 | <u>TYPE OF PROGRAM:</u> High School Equivalency (HSE) Test Administration | | | | | | | | | | | | | | | | | | | | |
| | <u>FEDERAL TAX/MUNICIPALITY NO:</u> 14-6004054 | | | | | | | | | | | | | | | | | | | | |
| <u>CHARITY REGISTRATION NUMBER:</u> N/A <u>NYS VENDOR ID:</u> 1000002455 <u>MUNICIPALITY NO.:</u> 093000000100 | <u>CONTRACT PERIOD</u> From: January 1, 2019 To: December 31, 2022 <u>FUNDING AMOUNT FOR PERIOD:</u> \$29,588.00 | | | | | | | | | | | | | | | | | | | | |
| <u>STATUS:</u> CONTRACTOR IS <input type="radio"/> IS NOT <input checked="" type="radio"/> A SECTARIAN ENTITY CONTRACTOR IS <input type="radio"/> IS NOT <input type="radio"/> A NOT-FOR-PROFIT ORGANIZATION. | <u>MULTI-YEAR TERM:</u> (if applicable) This contract shall be renewable for one (1) optional one-year period. From: January 1, 2019 To: December 31, 2023 | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;"><u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT:</u></p> <table style="width: 100%; border: none;"><tr><td style="width: 15%; vertical-align: top;"><input checked="" type="checkbox"/> APPENDIX A</td><td>Standard Clauses as required by the Attorney General for all State contracts.</td></tr><tr><td><input checked="" type="checkbox"/> APPENDIX A1</td><td>Agency-specific Clauses</td></tr><tr><td><input checked="" type="checkbox"/> APPENDIX B</td><td>Budget</td></tr><tr><td><input checked="" type="checkbox"/> APPENDIX C</td><td>Payment and Reporting Schedule</td></tr><tr><td><input checked="" type="checkbox"/> APPENDIX D</td><td>Program Workplan</td></tr><tr><td><input checked="" type="checkbox"/> APPENDIX R</td><td>Data Security and Privacy Plan</td></tr><tr><td><input checked="" type="checkbox"/> APPENDIX S</td><td>Parents' Bill of Rights for Data Privacy and Security</td></tr><tr><td><input checked="" type="checkbox"/> APPENDIX S-1</td><td>Attachment to Parents' Bill of Rights</td></tr><tr><td><input checked="" type="checkbox"/> APPENDIX X</td><td>Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)</td></tr><tr><td colspan="2" style="padding-top: 10px;"><div style="display: flex; justify-content: space-between;"><div>— OTHER (Identify)</div><div>— OTHER (Identify)</div><div>— OTHER (Identify)</div><div>— OTHER (Identify)</div></div></td></tr></table> | | <input checked="" type="checkbox"/> APPENDIX A | Standard Clauses as required by the Attorney General for all State contracts. | <input checked="" type="checkbox"/> APPENDIX A1 | Agency-specific Clauses | <input checked="" type="checkbox"/> APPENDIX B | Budget | <input checked="" type="checkbox"/> APPENDIX C | Payment and Reporting Schedule | <input checked="" type="checkbox"/> APPENDIX D | Program Workplan | <input checked="" type="checkbox"/> APPENDIX R | Data Security and Privacy Plan | <input checked="" type="checkbox"/> APPENDIX S | Parents' Bill of Rights for Data Privacy and Security | <input checked="" type="checkbox"/> APPENDIX S-1 | Attachment to Parents' Bill of Rights | <input checked="" type="checkbox"/> APPENDIX X | Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) | <div style="display: flex; justify-content: space-between;"><div>— OTHER (Identify)</div><div>— OTHER (Identify)</div><div>— OTHER (Identify)</div><div>— OTHER (Identify)</div></div> | |
| <input checked="" type="checkbox"/> APPENDIX A | Standard Clauses as required by the Attorney General for all State contracts. | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> APPENDIX A1 | Agency-specific Clauses | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> APPENDIX B | Budget | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> APPENDIX C | Payment and Reporting Schedule | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> APPENDIX D | Program Workplan | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> APPENDIX R | Data Security and Privacy Plan | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> APPENDIX S | Parents' Bill of Rights for Data Privacy and Security | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> APPENDIX S-1 | Attachment to Parents' Bill of Rights | | | | | | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> APPENDIX X | Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) | | | | | | | | | | | | | | | | | | | | |
| <div style="display: flex; justify-content: space-between;"><div>— OTHER (Identify)</div><div>— OTHER (Identify)</div><div>— OTHER (Identify)</div><div>— OTHER (Identify)</div></div> | | | | | | | | | | | | | | | | | | | | | |
| February 25, 2019 | | | | | | | | | | | | | | | | | | | | | |

IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Clinton-Essex-Warren-Washington BOCES

By _____

Mark Davay, Ed.D. / Larry Barcomb
Name Printed

Title: Superintendent of Schools / Board President

Date: _____

Contract No. C013873

PEOPLE OF THE STATE OF NEW YORK
MaryEllen Elia
Commissioner of Education

By _____

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

Date: _____

State Agency Certifications: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)

) SS:

County of _____)

On this ____ day of _____, 20__, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary) _____

STAMP

Approved

Approved

New York State Attorney General

Office of the State Comptroller

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through MaryEllen Elia, Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, 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 this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided

pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. 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.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. 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 AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor 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.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT 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.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said

statutory amount, or if, by this 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 the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the

Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the 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 the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of

New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the

purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be

governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment 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.

16. NO ARBITRATION. Disputes involving this 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.

17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been

informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT

PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS

PROVISIONS. Bidders are hereby notified that if their 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 they offer will 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 they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. 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.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a

material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1

Payment and Reporting

- A. In the event that 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. 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.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Responsibility Provisions

- A. **General Responsibility Language**
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, 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.
- B. **Suspension of Work (for Non-Responsibility)**
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will 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 Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

- B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

Safeguards for Services and Confidentiality

- A. 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. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.
- C. 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.
- D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- E. 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.
- F. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- G. No fees shall be charged by the Contractor for training provided under this agreement.
- H. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.

- J. 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.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.
- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.
- C. Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. Contractor shall 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). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
Contract Administration Unit
Room 505 W EB
Albany, NY 12234
By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
1. Appendix A - Standard Clauses for all State Contracts
 2. State of New York Agreement
 3. Appendix A-1 - Agency Specific Clauses
 4. Appendix X - Sample Modification Agreement Form (where applicable)
 5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
 6. Appendix B - Budget
 7. Appendix C - Payment and Reporting Schedule
 8. Appendix R – Data Security and Privacy Plan (where applicable)
 9. Appendix S – Parents’ Bill of Rights for Data Privacy and Security (where applicable)
 10. Appendix S-1 - Attachment to Parents’ Bill of Rights (where applicable)
 11. Appendix D - Program Work Plan

Revised 6/12/17

APPENDIX B – Budget Summary

Contract Number: C013873

Contract Period: January 1, 2019 to December 31, 2022 **Contract Value:** \$29,588.00

HSE/TASC™ Test Center Reimbursement Form-Downstate

For Bronx, Kings, New York, Queens, Richmond, Nassau, Suffolk, Westchester, Putnam and Rockland TSAs

| Section A: Regular Test Reimbursement | |
|--|---------------|
| English Reimbursement | Rate |
| Full & Partial Examinees | \$25/examinee |
| Small Group (<9) | \$225/session |
| Spanish Reimbursement | Rate |
| Full & Partial Examinees | \$25/examinee |
| Small Group (<9) | \$225/session |

| Section B. Accommodated Test Reimbursement | |
|---|-------------------------|
| English Reimbursement | Rate per Session |
| Accommodated Full/Small Group | \$225.00 |
| Accommodated Full (3-5subtests) 1:1 ratio | \$225.00 |
| Accommodated Full Extended Time (1.25x) | \$281.00 |
| Accommodated Full Extended Time (1.5x) | \$338.00 |
| Accommodated Full Extended Time (2x) | \$450.00 |
| Accommodated Partial (1-2 subtests) 1:1 ratio | \$113.00 |
| Accommodated Partial Extended Time (1.25x) | \$141.00 |
| Accommodated Partial Extended Time (1.5x) | \$169.00 |
| Accommodated Partial Extended Time (2x) | \$225.00 |
| Spanish Reimbursement | Rate per Session |
| Accommodated Full/Small Group | \$225.00 |
| Accommodated Full (3-5subtests) 1:1 ratio | \$225.00 |
| Accommodated Full Extended Time (1.25x) | \$281.00 |
| Accommodated Full Extended Time (1.5x) | \$338.00 |
| Accommodated Full Extended Time (2x) | \$450.00 |
| Accommodated Partial (1-2 subtests) 1:1 ratio | \$113.00 |
| Accommodated Partial Extended Time (1.25x) | \$141.00 |
| Accommodated Partial Extended Time (1.5x) | \$169.00 |
| Accommodated Partial Extended Time (2x) | \$225.00 |

HSE/TASC™ Test Center Reimbursement Form-Upstate
For TSAs Other Than Bronx, Kings, New York, Queens, Richmond, Nassau, Suffolk,
Westchester, Putnam and Rockland

| Section A: Regular Test Reimbursement | |
|--|---------------|
| English Reimbursement | Rate |
| Full & Partial Examinees | \$25/examinee |
| Small Group (<9) | \$225/session |
| Spanish Reimbursement | Rate |
| Full & Partial Examinees | \$25/examinee |
| Small Group (<9) | \$225/session |

| Section B: Accommodated Test Reimbursement | |
|---|-------------------------|
| English Reimbursement | Rate Per Session |
| Accommodated Full/Small Group | \$225.00 |
| Accommodated Full (3-5subtests) 1:1 ratio | \$225.00 |
| Accommodated Full Extended Time (1.25x) | \$250.00 |
| Accommodated Full Extended Time (1.5x) | \$300.00 |
| Accommodated Full Extended Time (2x) | \$400.00 |
| Accommodated Partial (1-2 subtests) 1:1 ratio | \$113.00 |
| Accommodated Partial Extended Time (1.25x) | \$125.00 |
| Accommodated Partial Extended Time (1.5x) | \$150.00 |
| Accommodated Partial Extended Time (2x) | \$200.00 |
| Spanish Reimbursement | Rate Per Session |
| Accommodated Full/Small Group | \$225.00 |
| Accommodated Full (3-5subtests) 1:1 ratio | \$225.00 |
| Accommodated Full Extended Time (1.25x) | \$250.00 |
| Accommodated Full Extended Time (1.5x) | \$300.00 |
| Accommodated Full Extended Time (2x) | \$400.00 |
| Accommodated Partial (1-2 subtests) 1:1 ratio | \$113.00 |
| Accommodated Partial Extended Time (1.25x) | \$125.00 |
| Accommodated Partial Extended Time (1.5x) | \$150.00 |
| Accommodated Partial Extended Time (2x) | \$200.00 |

APPENDIX C - PAYMENT AND REPORTING SCHEDULE

Contract No. C013873

Contract Value: \$29,588.00

In full consideration for the services to be provided by the Contractor to the State under the terms of this agreement, the State agrees to reimburse the Contractor at the rates as specified in Appendix B Budget. The Contractor shall be reimbursed for approved expenditures for services provided as described in Appendix D-Program Work-Plan.

All agencies testing large groups, i.e. nine or more individuals, under standard time conditions (see RFP Chart 2) will be reimbursed at the rate of twenty-five dollars (\$25.00) per examinee for partial or full test administration up to a maximum amount of seventy-five dollars (\$75.00) per the same examinee in a calendar year. The same rates apply for paper based and computer-based tests and for English and Spanish tests. A test session is the administration of up to five subtests conducted at a test center within an eight-day period. The eight-day period may be waived for special accommodations. Examinees are limited to 3 test sessions annually.

A test session under standard time conditions, with less than nine (9) examinees is considered a regular small group session. An applicant may schedule for all of their public test sites up to four (4) regular small group sessions, i.e. one regular small group session per quarter for the calendar year. In accordance with both the Downstate and Upstate HSE/TASC™ Testing Center Reimbursement Form, HSE test centers will be reimbursed for regular small group administration at a rate of \$225 per session.

Accommodated Testing Reimbursement rates are provided on the HSE/TASC™ Testing Center Reimbursement Form in Section B and lists rates associated with the types of approved accommodations. The rates listed are per test session.

When scheduling small group sessions for examinees that are approved for the same or similar accommodations i.e. small group and/or extended time, the rate reimbursed for the session would be the highest rate associated with the individual accommodation for extended time. For example, if 4 individuals all received the accommodation of small group setting and one of the individuals also had approved double time; the reimbursement rate for that small group administration would be \$450.00 downstate and \$400.00 upstate. In some cases, the number of individuals per session may equal one. This scenario occurs when the approved accommodation is for a private (1:1) room.

Reimbursement claims are completed by the TASC™ Test Coordinator by completing a Standard Voucher and either the HSE/TASC™ Testing Center Reimbursement Form-Downstate or the HSE/TASC™ Testing Center Reimbursement Form-Upstate depending on the test center's TSA location. The Standard Voucher form may be downloaded from <https://osc.state.ny.us/agencies/forms/ac92standvou.pdf>. One Standard Voucher should be submitted for each month in which the TASC™ test was administered. The voucher should be inclusive of all testing done within the month and should only apply to that month. Vouchers must have an original signature; rubber stamps or electronic signatures are not accepted. For months where there was no testing, an email correspondence notifying NYSED staff will suffice as verification that no voucher will be submitted for that month.

Payments shall be made upon receipt of vouchers or invoices in a form and having a 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. Notwithstanding the foregoing provisions of this paragraph, no further payment will be made by the State unless and until all of the services required of the Contractor have been made to the satisfaction of the Commissioner of Education. Payment by the State will be made in the ordinary course of State business upon receipt of properly prepared vouchers.

The voucher along with the appropriate HSE/TASC™ Test Center reimbursement form must be submitted within 30 days from the last test date in that particular month. For example, if the test center has scheduled the following test dates for January 2019 i.e. 7-8, 12-13 and 20-21, the January 2019 voucher should be submitted no later than February 20, 2019 and will be inclusive of all the testing dates in January. The HSE/TASC™ Testing Center Reimbursement Form substantiates the reimbursement amount of the voucher. Vouchers submitted for reimbursement past 30 days from the testing date face the risk of not being approved for payment. Vouchers for payment should be submitted to the New York State Education Department, ACCES; Adult Education Programs and Policy Team, HSE Testing Unit, 89 Washington Avenue Room 460EBA, Albany, New York 12234.

Information for payments processed on behalf of this Agreement is available at:
http://www.osc.state.ny.us/vendor_management/index.htm.

APPENDIX D

Program Workplan – Part 1

The Contractor shall perform all of the services set forth herein, 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.

Background

Overview of the Test Assessing Secondary Completion (TASC™)

The New York State Education Department (NYSED) uses the Test Assessing Secondary Completion (TASC™), which is owned by Data Recognition (DRC), as its approved High School Equivalency (HSE) exam.

The TASC™ is:

- Available in English language, Spanish language, Braille, large print and audio versions, and text to speech functionality for computer-based testing;
- Composed of five subtest sections: Reading, Writing, Mathematics, Science, and Social Studies; and
- Provides multiple choice items in Reading, Writing, Mathematics, Science, and Social Studies, gridded response items in Mathematics, and an essay in Writing.

In addition, the test is available in both paper based (PBT) and computer based (CBT) format. The State strongly encourages agencies to provide computer-based testing. Based upon the positive results in test administrations from the pilot sites, statewide field surveys, comprehensive readiness assessments, and the increasing capability of test centers to provide CBT test administrations, NYSED strongly encourages test centers to move toward large group computer-based test administrations. In New York State, there are currently 54 test centers administering TASC™ via CBT. For planning purposes, test center sites should consider providing as many computer-based tests as possible given the set-up of their current computer labs and the configuration requirements of the computers and in subsequent years progressively increase the site's ability to offer computer-based testing in large group sessions.

Test centers may propose to offer paper-based tests only, computer-based tests only, or a combination of both.

Statement of Need / Project Description and Deliverables

This contract is being issued to provide reimbursement to HSE test centers and their approved addendum sites to administer the TASC™ to the general public.

NYSED seeks to provide HSE test administrations statewide to approximately 45,800 examinees annually and to provide all accommodations approved by DRC. In order to estimate the need for accommodations within each TSA, data regarding the percentage of examinees that were tested with accommodations for calendar years 2016 and 2017 was examined. This data was used to calculate the information presented below in Chart 2: *Annual Funding Available by TSA for Regular Examinees and Those with Accommodations*.

The counties that administer the highest number of HSE tests in Spanish annually are indicated below along with the approximate number of Spanish test administrations offered in parentheses for that county. Applicants within these counties are required to annually schedule large group test sessions in Spanish to address this need:

Bronx (522),
Kings (1092),
New York (1015),
Queens (1002),
Dutchess (173),
Nassau (50),
Suffolk (110) and
Westchester-Putnam (352).

See the Administration of the TASC™ in Spanish section below for additional information.

HSE Test Administration

HSE test administration in New York State is offered at a variety of sites including, but not limited to the following: school districts, Boards of Cooperative Education Services (BOCES), community colleges, community-based organizations, library systems, residential facilities and county jails. While NYSED categorizes these agencies into two basic classifications, public and non-public sites, this contract is for funding public test centers and their public and non-public addendum sites only (the public test center must be the applicant). See **Official Public HSE Test Center Eligibility Criteria** below for public test center requirements.

HSE public test centers, along with their public and non-public addendum sites, must meet all NYSED requirements to operate as official HSE test sites under the direction of their contracted agencies, which must also provide the following for each site as required:

- Annual HSE Testing Schedule(s) for the test center and their addendum sites must be submitted to NYSED within 30 days of receipt of the executed contract for year one and annually for approval no later than 30 days before January 1 of each subsequent contract year.
- Emergency and Safety Plan(s) for the test center and their addendum sites must be submitted to NYSED within 30 days of receipt of the executed contract for year one and

annually for approval no later than 30 days before January 1 of each subsequent contract year.

- o Transportation Plan(s) for the transport of secure paper-based test materials to and from the test center to addendum sites must be submitted to NYSED within 30 days of receipt of the executed contract for year one and annually no later than 30 days before January 1 of each subsequent contract year. Secure test materials may not be stored permanently at addendum sites; rather secure paper-based test materials are transported back and forth for test administrations only.

In addition to the primary HSE public test center(s) proposed for their TSA, providers may administer the TASC™ at public addendum sites that can be accessed by the public and are approved by NYSED. Public addendum sites serve as satellite sites for either greater geographic access in the TSA and/or increased access to computer-based testing and must meet the same operating requirements as the primary test center to which they are attached. The public addendum sites are subject to posting test schedules and must adhere to the public test center's limit of four (4) regular small group sessions within the calendar year (this limit applies to the public test center and all of the center's public addendum sites within the TSA, not to each public test center/public addendum site individually). When scheduling large group and small group test sessions, public addendum sites should strive to seat examinees to full capacity, e.g. up to 9 examinees for small group test sessions.

HSE public test providers may also request to administer exams at authorized non-public addendum sites. Examples of these non-public addendum sites include:

- HSE test centers serving adjudicated and incarcerated examinees referred by Alternative High School Equivalency (AHSE) Programs;
- HSE test centers serving examinees enrolled in Job Corps programs;
- Residential treatment facilities; and
- County jails.

Non-public addendum sites must be included and identified in the application to project test administrations for the purpose of establishing a budget, using the **HSE Non-Public Site Form**. Non-public addendum sites should strive to hold test administrations when there are at least three (3) individuals ready to test.

Regular small group sessions must be approved by NYSED annually with the submission of the test center's schedule (for public small group sessions) and prior to the test administration (for non-public small group sessions).

Official Public HSE Test Center Eligibility Criteria

Public HSE test centers are responsible for submitting documentation indicating their willingness to comply with all DRC and NYSED policies. HSE test centers are responsible for the management and oversight of a high-quality testing program that ensures access to all qualified examinees and maintains the integrity of the TASC™ and its administration. According to Section 317 of Education Law, the TASC™ is provided free of charge.

Test Center Operating Requirements

Testing center staff must comply with all aspects of the *TASC™ Test Administration Guide for New York State*.

HSE test centers are responsible for submitting the Test Administration Procedure Certification Agreement by and between DRC, NYSED and Testing Center, indicating their willingness and ability to comply with all DRC and NYSED policies. This must be submitted within 30 days of receiving a fully executed contract. NYSED also requires specific assurances that HSE test centers are complying with the Americans with Disabilities Act of 1990.

Evidence to demonstrate that HSE test centers meet these requirements is demonstrated by the following:

- **Suitable Physical Facilities**

- Secure and limited access storage for testing materials;
- Quiet, clean, climate-controlled, well-lit testing rooms;
- Convenient, close restrooms with working plumbing that includes water fountains, toilets, and sinks;
- Desks and chairs with backs sized for adults and adequate space so that seating can be staggered to preclude copying or collaborating;
- Accessibility for examinees with disabilities;
- An environment free of distractions/interruptions, i.e., electronic devices, external noises;
- Disruptive activities such as concerts, ballgames, or other activities will not be scheduled in or close to the room where the test is being given. The corridors will not be busy with people traffic;
- Computers are operational, and workstations are 4 to 5 feet apart; and
- Computer workstations have enough room for examinees to work.

Any test center that is not already authorized by NYSED or those previously authorized centers that plan a change or an addition to their testing rooms, including the addition of computer-based testing rooms, must be visited and approved by NYSED to ensure that all criteria listed on the NYS HSE Test Center Approval Checklist and the HSE Computer Based Testing Checklist are met.

- **Full Testing Support Services**

- Provide convenient testing schedules that are frequent and flexible enough to meet community needs;
- Provide referral information for high school equivalency preparation programs in the TSA;
- Provide information, guidance and service regarding accommodations for those with disabilities;

- Provide an Emergency Plan for handling testing interruptions and irregularities;
- Demonstrate a commitment to the value of the HSE testing program.
- **Cooperation with DRC**
 - Follow test administration guidelines;
 - Follow test security policies;
 - Participate voluntarily in test research as requested.
- **Financial and Program Management**
 - Submit invoices to NYSED within 30 days after test administration;
 - Order sufficient materials and supplies;
 - Keep detailed records and conduct frequent inventories;
 - Return promptly all restricted testing materials at the end of each year of the contract. Failure to return restricted testing materials by a due date to be determined may result in closure of test center.
- **Test Security**
 - Be in full compliance with all policies in the *TASC™ Test Administration Guide for New York State* and the *Test Administration Procedure Certification Agreement by and between DRC and NYSED*;
 - Provide secure, limited access storage for all test-related materials, supplies, and record keeping;
 - Cooperate fully with DRC and NYSED in any instance of test compromise or irregularity.
- **Scheduling**
 - The testing schedule will meet the needs of the local community;
 - The test center will provide NYSED with an Annual HSE Testing Schedule for the test center and approved addendum sites for all large group and regular small group testing in English and Spanish paper and computer format within 30 days from the receipt of a fully executed contract for the first year and by January 1st for all remaining years of the contract. Public testing schedule(s) and contact information will be posted on the NYSED website for general information.
 - The test center may be asked by NYSED to hold additional examinations on an as-needed and occasional basis to meet unexpected demand, but reimbursements may not exceed the annual contract value.

Successful applicants will be required to submit their annual testing schedule for the first year for each of their public test centers and addendum sites within thirty days from the receipt of a fully executed contract. Annually, thereafter for the period of the contract and its renewals, test schedules for each public test center and their addendum sites must be submitted no later than

30 days before January 1st to the HSE Testing Office for approval and posting on the NYSED website.

The testing schedules must be submitted on the Annual HSE Testing Schedule Forms (see the current PBT Testing Schedule and CBT Testing Schedule forms). The test schedules must be consistent with proposed scheduling in the application. Applicants may schedule more frequent public test sessions but cannot schedule fewer than what was proposed in the application, keeping within the annual award of the contract.

Qualifications of the HSE Test Center Staff

The official HSE test center staff members must be employees of the applicant organization and shall consist of the following:

- TASC™ Test Coordinators
- Examiner(s)
- Proctors
- Clerks

Test Coordinators/Examiners

Test Coordinators/Examiners should have either a bachelor's degree from a nationally accredited college or university and experience in teaching, training, counseling or testing OR have at least an associate degree from a nationally accredited college or university and three (3) years of experience in teaching, training, counseling or testing.

The HSE Test Coordinator is the lead staff person of record, responsible for the security of the test materials. Test Coordinators and Examiners can assume the same responsibilities for administering the HSE test.

All HSE Test Coordinators and Examiners must attend TASC™ training conducted by NYSED. All HSE Test Coordinators and Examiners must attend TASC™ training conducted by NYSED each time new HSE test forms are introduced. New HSE test forms are generally implemented every 12 months, around the new year.

New Coordinators and Examiners are required to attend in-person NYSED training in Albany. New TASC™ Coordinator and Examiner staff cannot administer the TASC™ exam until in-person training has been completed, and NYSED approves their staff appointment. Returning Coordinators and Examiners are not required to attend in-person training, but they must register for, and participate in, one annual live NYSED webinar training. Any changes in HSE Test Coordinator and Examiner staff at the HSE test center must first be approved by NYSED.

In-person TASC™ training dates will be offered by NYSED quarterly. NYSED TASC™ test administration training live webinars will be offered around the time of release of new TASC™ test forms. Specific dates will be sent to New York State HSE test centers once the training calendar is finalized. In addition to NYSED TASC™ training described above, all

TASC™ Coordinators and Examiners are annually required to view the DRC training modules and webinars at the TASC™ Secure Zone . New DRC training modules/webinars are released coinciding with the transition to new test forms and provide detailed information and instructions for TASC™ Scheduling; TASC™ Shipping; and TASC™ Accommodations.

Proctors

Proctors should have a high school diploma or a high school equivalency diploma/certificate and are selected by the Test Coordinator or Examiner. Proctors may hold a high school diploma/certificate issued outside the United States, but must have excellent proficiency in listening, speaking, reading and writing the English language.

Clerks

Clerks should have a high school diploma or high school equivalency diploma/certificate and should be selected by the Test Coordinator or Examiner. Clerks may hold a high school diploma/certificate issued outside of the United States, but must have excellent proficiency in listening, speaking, reading and writing the English language. Clerical staff should have experience communicating with others appropriately over the telephone and in writing and have computer skills to perform duties that are assigned by the Test Coordinator or Examiner, i.e., assisting with HSE inquiry and application for test dates.

Staffing Test Administrations

Each approved HSE Test Center must have at a minimum one Test Coordinator and one Examiner in case the Test Coordinator is ill, not available, or resigns. The Examiner, upon approval by NYSED, will then be able to assume the responsibilities of the Test Coordinator and avoid any lapse in testing at the Test Center. Resumes of staff members involved in the HSE test administration, but not yet identified at the time of application, should be submitted to NYSED no later than 30 days after the contract has been executed. In accordance with the *TASC™ Test Administration Guide for New York State*, DRC has established a twenty (20) to one (1) Examinee-to-Examiner Staff ratio for each test administration. For each additional twenty (20) examinees or fraction thereof, an additional Examiner must be present. DRC recommends at least two test examiners be present during any test administration. In addition to Examiner staff, proctors are recommended for large group test sessions. If more than one room is needed for testing, one examiner would need to be present in each room and an additional examiner should be used as a "floater." There must always be an examiner present in the testing room and examiners may never leave examinees alone in a room with a proctor. The Coordinator/Examiner may never leave test books unattended.

Conflicts of Interest

Persons who are involved in the instruction of potential examinees for the HSE test are not eligible for appointment as TASC™ Test Coordinators, Examiners or Proctors. This includes teachers of Adult Basic Education and TASC™ test preparation. However, if the Chief Administrative Officer (CAO) of the testing site determines and documents in writing in the

testing site's records, that either there are insufficient qualified examiners to meet this requirement or that this requirement will cause budgetary hardship, then instructors of ABE or English Language Learners (ELL) may be allowed to act as test examiners as long as their instructional responsibilities do not include preparation to take the TASC™. ELL instructors at all grade levels are eligible provided no instruction pertaining to the TASC™ is given.

For more information on staff responsibilities, it is suggested that applicants review the TASC™ Test Administration Guide for New York State.

Applicants are also encouraged to view the DRC TASC™ webinars.

Population to be Served: Eligibility of Test Applicants

Test centers may only use this funding to serve an individual who meets the following criteria: (A, B, or C)

A. Has lived in New York State for at least thirty (30) days prior to the first date of testing, AND:

- 1. is 19 years of age or over on the day of testing; AND**
- 2. Has not graduated from an accredited high school in the United States or its territories*; AND**
- 3. Has not received a high school equivalency certificate or diploma in the United States or its territories*; AND**
- 4. Is not currently enrolled in a regular high school program of instruction leading to a high school diploma*; AND**
- 5. Has not previously earned scores on the TASC™ or GED® tests sufficient to qualify for a high school equivalency diploma or certificate*.**

***Criteria 2 through 5 in Section A above apply to all test applicants, regardless of age.**

B. Has lived in New York State for at least thirty (30) days prior to the test date AND:

- 1. Is 17 or 18 years old on the day of testing; AND**
- 2. One year has passed since the applicant has reached maximum compulsory school attendance age** and was last enrolled in a regular full-time high school program of instruction leading to a high school diploma; OR**
- 3. Was a member of a high school class that has already graduated; OR**
- 4. Is enrolled in an approved Alternative High School Equivalency Preparation (AHSEP) Program***; OR**
- 5. Has applied to the U.S. Armed Forces, college, university or an accredited post-secondary institution; OR**
- 6. Has been a participant in a Job Corps program; OR**
- 7. Is a resident confined to a narcotics addiction control center, New York State Office of Children and Family Services (NYSOCFS) facility, county jail or New York State Department of Corrections and Community Services (NYSDOCCS) facility, or is a patient in a hospital in the State of New York;**** OR**

8. Is an adjudicated youth under the direction of a prison, jail, detention center, parole or probation officer; **OR**
9. Has been home schooled; **OR**
10. Is foreign-born and has never attended K-12 schools in the United States.

C. Has lived in New York State for at least thirty (30) days prior to the test date **AND**

1. Is 16 years old on the day of testing; **AND**
2. Has reached maximum compulsory school attendance age; **AND**
3. Is enrolled in an approved Alternative High School Equivalency Preparation (AHSEP) program;
- OR**
4. Has applied to the U.S. Armed Forces, college, university or an accredited postsecondary institution; **OR**
5. Has been home schooled.

**** A student has reached maximum compulsory school attendance age when the school year in which he/she turned 16 (or such older maximum age as the board of education of the school district may designate for required school attendance pursuant to section 3205 (3) of the Education Law) has ended (June 30). The maximum compulsory school attendance age in New York City is 17.**

***** An Approved Alternative High School Equivalency Preparation (AHSEP) Program is a program for students under age 21 which is operated only by a public school district or the local board of education, BOCES or the New York State Office of Children and Family Services in accordance with Part 100.7 of the Commissioner's Regulations and approved on an annual basis by the New York State Education Department.**

****** For this criterion to apply, testing must take place at the center of confinement, prison or hospital authorized as a HSE test center. Employees of the institution, out-patients, and other persons not confined to the institution **do not** meet this criterion.**

Priority Seating Documentation

HSE test centers must give priority seating to test examinees referred from HSE preparation programs who have passed the TASC™ Readiness Assessment (TRA). The **TASC™ Test Authorization Form (T-TAF)** is required for referred examinees to receive priority seating for the test. To view a T-TAF and all other test examinee application and eligibility forms, refer to the New York State Education Department High School Equivalency website.

Administration of the TASC™ in Spanish

In TSAs where the number of Spanish examinees is projected to be greater than ten (10) individuals annually; i.e. Bronx (522), Kings (1092), New York (1015), Queens (1002), Dutchess (173), Nassau (50), Suffolk (110) and Westchester-Putnam (352), test centers will

be required to offer Spanish test administration on a regularly scheduled basis, as posted in their approved schedule. In the remaining TSAs, the Spanish test administration is projected to be less than ten (10) individuals annually. Test centers in these TSAs should plan for at least one administration of the TASC™ in Spanish per year. It is preferred that Test Coordinators/Examiners have Spanish proficiency when administering tests in Spanish, but it is not required.

The following chart provides the standard administration time in minutes for both English and Spanish versions of the TASC™ Subtests:

Chart 1
TASC™ Subtests by Language Version
Standard Administration Time In Minutes

| | English | Spanish |
|-----------------------|-------------|-------------|
| Mathematics | 105 | 115 |
| Writing | 105 | 110 |
| Reading | 75 | 80 |
| Science | 85 | 90 |
| Social Studies | 75 | 80 |
| TOTAL | 445 minutes | 475 minutes |

HSE Testing for Individuals with Disabilities (TASC™ Testing with Approved Accommodations)

All applicants are required to provide the testing accommodations that DRC has approved for individuals with disabilities. The TASC™ publisher, DRC, supports the intent of the ADA Amendments Act of 2008 and is committed to supporting access to the TASC™ for individuals with disabilities. To this end, the TASC™ design includes accessible formats and allowable resources. Test examinees with a documented need must apply to DRC for approved testing accommodations. DRC is the only entity that can approve accommodations to the TASC™.

HSE testing centers in New York State need to provide for the following approved accommodations:

- Extended time (1.25; 1.5; or 2.0)
- Small group setting
- Calculator/Talking Calculator
- Audio CD
- Supervised breaks
- Separate location
- Braille

- Scribe
- Computer based administrations with text-to-speech functionality
- Interpreted test directions for the deaf/hearing impaired. Arrangements and payments for Interpreting services are made directly with NYSED on behalf of the test center.

For more information on requirements for providing HSE test accommodations, please see TASC™ Accommodations for Disabilities.

Funding

There is \$1.9 million annually, subject to the appropriation and availability of State funds, to reimburse test centers for the administration of the TASC™ test at public test centers and their addendum sites. Funds are available for administration of the HSE test in English and Spanish, as well as increasing availability of computer-based testing.

The estimated number of examinees presented in Chart 2 *Funding Available by TSA for Regular Examinees and Those with Accommodations* is based on the actual number of tests administered within each TSA for calendar years 2016 and 2017 and increased need in areas. The percentage of examinees provided accommodations and the number of accommodations projected for each TSA was informed by data collected from two calendar years 2016 and 2017. The projected downstate cost per examinee for providing accommodations was calculated at \$338 and the projected upstate cost per examinee for providing accommodations was calculated at \$300. Total funding for each TSA was calculated at \$25 per examinee for test administration under regular large group administration combined with the respective statewide projected cost for downstate (Bronx, Kings, New York, Queens, Richmond, Nassau, Suffolk, Westchester, Putnam and Rockland TSAs) or upstate (TSAs other than Bronx, Kings, New York, Queens, Richmond, Nassau, Suffolk, Westchester, Putnam and Rockland) for test administration with accommodations.

This application should reflect a request for reimbursement for providing regular large group test sessions for both paper and computer-based test administrations. The reimbursement request should be a reasonable projection informed by the proposed frequency of testing, capacity of seating and the staff available for supervision. The reimbursement projections should reflect the various combinations of test administrations for examinees i.e. English language, Spanish language and reflect both paper based and computer-based administrations.

This application should reflect a request for reimbursement for providing regular small group sessions for only those administrations that arise from meeting the needs of a specific group in the specific community served; i.e. Spanish language, or where the computer lab seats nine (9) or less examinees. Public test centers and their approved public addendum sites may apply for reimbursement for up to four (4) regular small group sessions to serve examinees such as those described above across all public test centers and public addendum sites within the TSA application.

Regular small group sessions scheduled at non-public addendum sites, such as county jails, residential treatment facilities, or Job Corps should be projected in the **HSE Non-Public Site Form** for NYSED approval and calculation of reimbursement. Test centers, either public sites or non-public addendum sites, should strive to seat examinees to full capacity.

This application should include a request for reimbursement for providing accommodations based upon the appropriate percentage of funds listed for the TSA in Chart 2 to serve those individuals approved by DRC for accommodations. Approvals for HSE testing accommodations may be for accessible formats only or may include approvals for modification of testing conditions, i.e., extended time, special small group or separate location. Test administrations which include approved modifications of testing conditions would be eligible for reimbursement based upon the specific modification used and corresponding rate of reimbursement indicated on the HSE/TASC™ Test Center Reimbursement Form-Downstate and HSE/TASC™ Test Center Reimbursement Form-Upstate.

Reimbursement would be projected within the sub-total of the accommodation section of the **HSE Public and Non-Public Site Forms** at the projected upstate or downstate accommodation cost per test-taker (\$338 downstate; \$300 upstate). Small group is an approved accommodation. Small group when approved as an accommodation is not subject to the maximum limit of four times per calendar year. All applicants must be able to provide tests with approved accommodations; therefore, all applications must have a related reimbursement request.

While the projection of reimbursement costs for accommodations are calculated using a projected cost per *examinee* (\$338 for downstate and \$300 for upstate), official public HSE test centers will voucher NYSED based upon test *session* administration at the rates indicated on the HSE/TASC™ Test Center Reimbursement Form-Downstate and HSE/TASC™ Test Center Reimbursement Form-Upstate. If multiple accommodations are required for one session, the rate of reimbursement for the session will be for the accommodation required for the session that is associated with the highest reimbursement rate. The reimbursement request for providing accommodations in test administration should not rely on over projecting numbers of regular test administrations to meet these costs in testing.

| Chart 2: Annual Funding Available by TSA for Regular Examinees and Those with Accommodations | | | | |
|---|------------------------|----------------------------|---|---|
| Name of TSA | Funds Available | # Regular Examinees | # Examinees with Reimbursable Accommodations | % Examinees with Reimbursable Accommodations |
| Bronx | \$121,834.00 | 4,292 | 43 | 1% |
| Kings | \$625,177.00 | 9,067 | 1,179 | 12% |
| New York | \$196,684.00 | 5,596 | 168 | 3% |
| Queens | \$247,831.00 | 8,737 | 87 | 1% |
| Richmond | \$44,164.00 | 1,050 | 53 | 5% |

Chart 2: Annual Funding Available by TSA for Regular Examinees and Those with Accommodations

| Name of TSA | Funds Available | # Regular Examinees | # Examinees with Reimbursable Accommodations | % Examinees with Reimbursable Accommodations |
|-----------------------------------|------------------------|----------------------------|---|---|
| Albany | \$5,250.00 | 150 | 5 | 3% |
| Broome-Tioga | \$17,100.00 | 336 | 29 | 8% |
| Cattaraugus-Allegany | \$21,575.00 | 251 | 51 | 17% |
| Cayuga-Onondaga-Cortland | \$31,825.00 | 625 | 54 | 8% |
| Syracuse | \$36,250.00 | 490 | 80 | 14% |
| Chautauqua | \$13,025.00 | 317 | 17 | 5% |
| Clinton-Essex | \$7,400.00 | 104 | 16 | 13% |
| Delaware-Chenango-Otsego | \$14,050.00 | 214 | 29 | 12% |
| Dutchess | \$36,800.00 | 776 | 58 | 7% |
| Erie | \$22,075.00 | 403 | 40 | 9% |
| Buffalo | \$29,725.00 | 865 | 27 | 3% |
| Franklin | \$5,075.00 | 83 | 10 | 11% |
| Genesee-Wyoming-Livingston | \$12,250.00 | 142 | 29 | 17% |
| Hamilton-Fulton-Montgomery | \$2,750.00 | 98 | 1 | 1% |
| Herkimer-Madison-Oneida | \$18,975.00 | 675 | 7 | 1% |
| Jefferson-Lewis | \$7,100.00 | 140 | 12 | 8% |
| Monroe | \$28,975.00 | 607 | 46 | 7% |
| Rochester | \$16,675.00 | 535 | 11 | 2% |
| Nassau | \$33,602.00 | 952 | 29 | 3% |
| Ontario-Seneca-Wayne-Yates | \$9,775.00 | 223 | 14 | 6% |
| Orange | \$14,750.00 | 362 | 19 | 5% |
| Orleans-Niagara | \$13,975.00 | 343 | 18 | 5% |
| Oswego | \$9,325.00 | 157 | 18 | 10% |

Chart 2: Annual Funding Available by TSA for Regular Examinees and Those with Accommodations

| Name of TSA | Funds Available | # Regular Examinees | # Examinees with Reimbursable Accommodations | % Examinees with Reimbursable Accommodations |
|-----------------------------------|------------------------|----------------------------|---|---|
| Rensselaer-Columbia-Greene | \$23,400.00 | 684 | 21 | 3% |
| Rockland | \$7,240.00 | 222 | 5 | 2% |
| Saratoga-Warren-Washington | \$16,300.00 | 316 | 28 | 8% |
| Schenectady-Schoharie | \$19,900.00 | 712 | 7 | 1% |
| Schuyler-Chemung-Steuben | \$9,975.00 | 351 | 4 | 1% |
| St. Lawrence | \$7,450.00 | 130 | 14 | 10% |
| Suffolk | \$37,787.00 | 1,187 | 24 | 2% |
| Sullivan | \$15,375.00 | 279 | 28 | 9% |
| Tompkins | \$22,175.00 | 203 | 57 | 22% |
| Ulster | \$10,675.00 | 211 | 18 | 8% |
| Westchester-Putnam | \$34,211.00 | 1,071 | 22 | 2% |
| Yonkers | \$17,478.00 | 618 | 6 | 1% |
| Total | \$1,865,958.00 | 43,574 | 2,384 | |

The total number of proposed annual examinees in the TSA cannot exceed the number listed for the TSA in Chart 2.

The total reimbursement sought cannot exceed the Funding Available amount listed for the TSA in Chart 2.

HSE/TASC™ Testing Center Funding and Reimbursement

A. Regular Testing Definition and Reimbursement

Regular Testing is when the test administration conforms to the prescribed time guidelines presented in Chart 1. A regular test session is the administration of up to five subtests conducted at a test center within an eight-day period. Regular examinees are limited to 3 test sessions annually. Examinees tested under normal circumstances are referred to as regular examinees and are reimbursed at the rate of \$25.00 per examinee. The same rates apply for paper-based and computer-based tests and for English and Spanish tests.

- **Regular Testing for Full and Partial Examinees in a Large Group.** A regular test session under standard time conditions, with nine (9) or more examinees is considered

a regular large group test session. A **full test examinee** is a regular examinee who completes 3 to 5 subtests during the test session. All first-time TASC™ examinees are strongly encouraged to complete all 5 subtests in their first test session. A **partial test examinee** is a regular examinee who completes 1 or 2 subtests in the test session. In accordance with both the Downstate and Upstate HSE/TASC™ Test Center Reimbursement Form, all agencies testing regular large groups, i.e. nine (9) or more examinees, under standard time conditions (see Chart 1) will be reimbursed at the rate of twenty-five dollars (\$25.00) per examinee for full or partial test administration up to a maximum amount of seventy-five dollars (\$75.00) per the same examinee in a calendar year.

- **Regular Testing for Full and Partial Examinees in a Small Group.** A regular test session under standard time conditions, with fewer than nine (9) examinees is considered a regular small group session. An applicant may schedule their public test sites up to four (4) regular small group sessions, i.e. one regular small group session per quarter for the calendar year. In accordance with both the Downstate and Upstate HSE/TASC™ Test Center Reimbursement Form, HSE test centers will be reimbursed for regular small group administration at a rate of \$225 per session. All regular small group testing must be approved by NYSED prior to the date of test administration. Regular small group test sessions at public test sites may only be scheduled up to 4 times during a calendar year for all public test centers/public addendum sites included in the proposal.

B. Accommodated Testing Definition and Reimbursement

Accommodated testing is when the test administration has been approved by DRC to be modified in a prescribed manner from the usual guidelines in order to address the testing needs of the examinee. Reimbursement rates for accommodated testing are provided on the Downstate and Upstate HSE/TASC™ Test Center Reimbursement Forms and provides rates associated with the types of approved accommodations. The rates listed are per test session. In some cases, the number of individuals per session may equal one. This scenario occurs when the approved accommodation is for a separate location (1:1).

- **Accommodated Testing for Full and Partial Test Examinees in a Large Group** is a test administration with nine (9) or more examinees approved by DRC for TASC™ testing with accommodations, with the exception of approved extended time. All first-time TASC™ examinees are strongly encouraged to complete all 5 subtests during the first test session. A test session is the administration of up to five subtests conducted at a test center within an eight-day period, however the eight-day period may be extended when approved as an accommodation. Examinees are limited to 3 test sessions annually. Administrations for accommodated full and partial large group test examinees are reimbursed at the rate of \$25.00 per examinee, with the exception of approved extended time.
- **Accommodated Testing for Full and Partial Examinees** who are approved by DRC for extended time are reimbursed at the rates indicated on the Downstate and

Upstate HSE/TASC™ Test Center Reimbursement Forms for their extended time approvals (e.g. 1.25x; 1.5x; 2x).

- **Accommodated Testing for Full and Partial Test Examinees in a Small Group** is a test administration with fewer than nine (9) examinees approved by DRC for accommodations. Test Centers are encouraged to seat examinees approved for the same or similar accommodations together in special small group settings whenever possible. An examinee approved for a separate location is the only instance when an examinee would test alone (1:1) with the Examiner/Coordinator. When scheduling accommodated testing in a small group session for examinees that are approved for the same or similar accommodations i.e. small group and/or extended time, the rate reimbursed for the session would be the highest rate associated with the individual accommodation for extended time. For example, if four (4) individuals all received the accommodation of small group setting, and one of individuals also had approved double time, the reimbursement rate for that small group administration would be \$450.00 downstate and \$400.00 upstate.

C. Reimbursement Process for Regular and Accommodated TASC™ Testing

Reimbursement claims are completed by the TASC™ Coordinator by completing a Standard Voucher and either the HSE/TASC™ Test Center Reimbursement Form-Downstate or the HSE/TASC™ Test Center Reimbursement Form-Upstate depending on the test center's TSA location. The Standard Voucher form is available online. One Standard Voucher should be submitted for each month in which the TASC™ test was administered. The voucher should be inclusive of all testing done within the month and should only apply to that month. Vouchers must have an original signature; rubber stamps or electronic signatures are not accepted. For months where there was no testing, an email correspondence notifying NYSED staff will suffice as verification that no voucher will be submitted for that month.

The voucher along with the appropriate HSE/TASC™ Test Center reimbursement form must be submitted by the last day of the following month. For example, if the test center has scheduled the following test dates for January 2019 i.e. 7-8, 12-13 and 20-21, the January 2019 voucher should be submitted no later than February 28, 2019 and will be inclusive of all the testing dates in January. For test sessions that cross months, it is the first month of the test session that is used for billing purposes. For example, if a two-day test session is scheduled for January 31 and February 1, then reimbursement for this test session is submitted on the January voucher. The HSE/TASC™ Test Center Reimbursement Form substantiates the reimbursement amount of the voucher. Vouchers submitted for reimbursement past 30 days from the testing date face the risk of not being approved for payment.

For Bronx, Kings, New York, Queens, Richmond and
Nassau, Suffolk, Westchester, Putnam and Rockland TSAs
HSE/TASC™ Test Center Reimbursement Form-Downstate

| | | |
|-------------|--|--------------------|
| TSA: | | Test Dates: |
|-------------|--|--------------------|

| | | | |
|-------------------------|--|-------------------------|--|
| Contract No. | | Test Center No. | |
| Agency Name: | | Center Name: | |
| Mailing Address: | | Address: | |
| City, State, Zip | | City, State, Zip | |

Form Prepared by:

| | |
|----------------------|----------------|
| Signature: | |
| Print Name: | Title: |
| Telephone No. | E-mail: |

| Language | Initial # of Approved Seats | Current Seat Balance | # of Seats Used in this Session | # of Seats Remaining |
|----------|--------------------------------|-------------------------|------------------------------------|-------------------------|
| English | | | | |
| Spanish | | | | |

Section A: Regular Test Reimbursement

| English Reimbursement | Number Tested | | Rate | Reimbursement |
|-----------------------------|---------------|-----|------------------|---------------|
| | PBT | CBT | | |
| Full & Partial Examinees | | | \$25/examinee | |
| Small Group (<9) | | | \$225/session | |
| Spanish Reimbursement | Number Tested | | Rate | Reimbursement |
| | PBT | CBT | | |
| Full & Partial Examinees | | | \$25/examinee | |
| Small Group (<9) | | | \$225/session | |
| | | | Sub-total | |

TASC™ Test Center Reimbursement Form-Downstate

Test Date _____

| Section B. Accommodated Test Reimbursement | | | |
|---|----------------------|-------------------------|----------------------|
| English Reimbursement | Number Tested | Rate per Session | Reimbursement |
| Accommodated Full/Small Group | | \$225.00 | |
| Accommodated Full (3-5subtests) 1:1 ratio | | \$225.00 | |
| Accommodated Full Extended Time (1.25x) | | \$281.00 | |
| Accommodated Full Extended Time (1.5x) | | \$338.00 | |
| Accommodated Full Extended Time (2x) | | \$450.00 | |
| Accommodated Partial (1-2 subtests) 1:1 ratio | | \$113.00 | |
| Accommodated Partial Extended Time(1.25x) | | \$141.00 | |
| Accommodated Partial Extended Time (1.5x) | | \$169.00 | |
| Accommodated Partial Extended Time (2x) | | \$225.00 | |
| Spanish Reimbursement | Number Tested | Rate per Session | Reimbursement |
| Accommodated Full/Small Group | | \$225.00 | |
| Accommodated Full (3-5subtests) 1:1 ratio | | \$225.00 | |
| Accommodated Full Extended Time (1.25x) | | \$281.00 | |
| Accommodated Full Extended Time (1.5x) | | \$338.00 | |
| Accommodated Full Extended Time (2x) | | \$450.00 | |
| Accommodated Partial (1-2 subtests) 1:1 ratio | | \$113.00 | |
| Accommodated Partial Extended Time (1.25x) | | \$141.00 | |
| Accommodated Partial Extended Time (1.5x) | | \$169.00 | |
| Accommodated Partial Extended Time (2x) | | \$225.00 | |
| | | Sub-total | |

| Summary Reimbursement Table | |
|---|-----------|
| Sub-total: A. Regular Test Reimbursement | \$ |
| Sub-total: B. Accommodated Test Reimbursement | \$ |
| Total Test Reimbursement (Sect. A + B) | \$ |

| Contract Tracking Table | | | |
|--------------------------------|------------------------|---|-------------------------|
| Initial Contract Amount | Current Balance | Amount Requested this test session | Amount Remaining |
| \$ | \$ | \$ | \$ |

**For TSAs Other Than Bronx, Kings, New York, Queens, Richmond,
Nassau, Suffolk, Westchester, Putnam and Rockland**

HSE/TASCTM Test Center Reimbursement Form-Upstate

| | | | |
|-------------|--|--------------------|--|
| TSA: | | Test Dates: | |
|-------------|--|--------------------|--|

| | | | |
|-------------------------|--|-------------------------|--|
| Contract No. | | Test Center No. | |
| Agency Name: | | Center Name: | |
| Mailing Address: | | Address: | |
| City, State, Zip | | City, State, Zip | |

Form Prepared by:

| | |
|----------------------|----------------|
| Signature: | |
| Print Name: | Title: |
| Telephone No. | E-mail: |

| Language | Initial # of Approved Seats | Current Seat Balance | # of Seats Used in this Session | # of Seats Remaining |
|----------|--------------------------------|-------------------------|------------------------------------|-------------------------|
| English | | | | |
| Spanish | | | | |

Section A: Regular Test Reimbursement

| English Reimbursement | Number Tested | | Rate | Reimbursement |
|----------------------------------|----------------------|------------|------------------|----------------------|
| | PBT | CBT | | |
| Full & Partial Examinees | | | \$25/examinee | |
| Small Group (<9) | | | \$225/session | |
| Spanish Reimbursement | Number Tested | | Rate | Reimbursement |
| | PBT | CBT | | |
| Full & Partial Examinees | | | \$25/examinee | |
| Small Group (<9) | | | \$225/session | |
| | | | Sub-total | |

HSE/TASC™ Test Center Reimbursement Form-Upstate

Test Date _____

| Section B: Accommodated Test Reimbursement | | | |
|---|----------------------|-------------------------|----------------------|
| English Reimbursement | Number Tested | Rate Per Session | Reimbursement |
| Accommodated Full/Small Group | | \$225.00 | |
| Accommodated Full (3-5subtests) 1:1ratio | | \$225.00 | |
| Accommodated Full Extended Time (1.25x) | | \$250.00 | |
| Accommodated Full Extended Time(1.5x) | | \$300.00 | |
| Accommodated Full Extended Time (2x) | | \$400.00 | |
| Accommodated Partial(1-2 subtests)1:1 ratio | | \$113.00 | |
| Accommodated Partial Extended Time (1.25x) | | \$125.00 | |
| Accommodated Partial Extended Time(1.5x) | | \$150.00 | |
| Accommodated Partial Extended Time (2x) | | \$200.00 | |
| Spanish Reimbursement | Number Tested | Rate Per Session | Reimbursement |
| Accommodated Full/Small Group | | \$225.00 | |
| Accommodated Full (3-5subtests) 1:1ratio | | \$225.00 | |
| Accommodated Full Extended Time (1.25x) | | \$250.00 | |
| Accommodated Full Extended Time (1.5x) | | \$300.00 | |
| Accommodated Full Extended Time (2x) | | \$400.00 | |
| Accommodated Partial (1-2 subtests) 1:1 ratio | | \$113.00 | |
| Accommodated Partial Extended Time (1.25x) | | \$125.00 | |
| Accommodated Partial Extended Time(1.5x) | | \$150.00 | |
| Accommodated Partial Extended Time (2x) | | \$200.00 | |
| | | Sub-total | |

| Summary Reimbursement Table | |
|--|-----------|
| Sub-total A. Regular Test Reimbursement | \$ |
| Sub-total B. Accommodated Test Reimbursement | \$ |
| Total Test Reimbursement (Sect A + B) | \$ |

| Contract Tracking Table | | | |
|--------------------------------|------------------------|---|-------------------------|
| Initial Contract Amount | Current Balance | Amount Requested this test session | Amount Remaining |
| \$ | \$ | \$ | \$ |

Renewal Years

Monthly vouchers submitted will be compared with the annual work plan twice during the contract's multi-year period. An assessment review will be conducted and will indicate the vendor's ability to meet the public test schedules posted as deliverables of the work plan. The first assessment review will be conducted during the first month of the second year and the second assessment will be conducted six months into the second year. The first annual review will determine if the vendor met at least 80 percent of the proposed numbers of regular examinees in the work plan for paper and computer-based testing. If during the first six months of the second year the test administrations projected in the work plan are not provided, then the option to renew the contract in the third year may not be exercised.

Requirements of Education Law Section 2-d

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The New York State Data Security and Privacy Plan (Appendix R), the Parents Bill of Rights (Appendix S) and the Attachment to the Parents' Bill of Rights for Contracts Involving Certain Personally Identifiable Information (Appendix S-1), the terms of which are incorporated herein by reference, shall also be part of the Contract.

Accessibility of Web-Based Information and Applications

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

Consultant Staff Changes

The Contractor will maintain continuity of the Consultant Team staff throughout the course of the contract. All changes in staff will be subject to NYSED approval. The replacement Consultant(s) with comparable skills will be provided at the same or lower hourly rate.

Contract Period

The contract will be for a term to begin January 1, 2019 and to end December 31, 2022 with an option to renew for one year (January 1, 2023 – December 31, 2023).

An extension for the additional one (1) year period would be dependent upon:

- the successful completion of the first year's activities;
- funds being allocated for the program in the State budget for the period;
- successful negotiation of a scope of continued services (which may simply be the continuation of the same services described in the original agreement);

- successful negotiation of associated costs, (which may have been pre-determined in the original contract language by limiting rate increases to a specific factor);
- the mutual agreement of both parties; and,
- approval of a contract extension agreement by the NYS Comptroller as described in section 3 of Appendix A, which is contained in this document.

Electronic Processing of Payments

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the State Comptroller's website at the [State Comptroller's website](#).

**Questions and Answers
Program Questions**

- 1. The HSE Test Site form has locked in 1% of total exams as accommodation exams. While in the past, 1% reflected an accurate predictor for accommodation numbers, we have seen a substantial increase in accommodations testing. For the current year, beginning January 01, 2018, we have already administered in excess of 7 accommodations tests. If we are to exceed the 1% allotment from the HSE Test Site excel form, will we be reimbursed for those TASC™ administrations?**

Yes, test centers will be reimbursed, up to their annual award amount, for all regular testing and testing with approved accommodations administered in each calendar year of the contract.

- 2. The HSE Test Site form (Excel) allows for names and addresses of 3 public test sites. We have 4 Public test sites, and the Excel form will not allow us to add in additional space. Do we fill out a different HSE Test Site form for the 4th site?**

No, you do not need to fill out a different HSE Test Site form for the 4th site. Please provide a separate sheet listing the additional test center.

- 3. Our agency currently receives NYSED funding to conduct HSE testing at several locations. If we propose to add an additional site, will NYSED make a training available for new staff members to begin working on January 1, 2019?**

Yes, TASC™ Coordinator/Examiner Training dates will be scheduled for the fourth quarter of 2018 and the first quarter of 2019.

- 4. Included with the RFP documents was the "Test Administration Procedure Agreement by and between Data Recognition Corporation, New York State Education Department & Testing Center" for 1/1/2018-12/31/18. If this form had previously been filled out, signed and sent to NYSED when the 2018 schedules were sent, do we need to submit a new one with our application?**

No. The Test Administration Procedure Agreement by and between Data Recognition Corporation, New York State Education Department & Testing Center for 2019 will be sent to New York State test centers for completion in the fourth quarter of 2018. The 2018 document included with the RFP is for reference purposes only.

- 5. We are limited to scheduling and submitting vouchers for small groups at 4 in terms of our public testing facilities. Do the small groups for our non-public test sites (jails) count towards this small group limit, and if not, how many small group vouchers can be submitted for reimbursement for non-public test sites?**

No, small group sessions at non-public test sites (jails) do not count towards this small group limit. While there is no limit on small group voucher submissions for non-public test sites, providers should strive to schedule these test sessions when there are at least three (3) examinees ready to test at jail sites.

- 6. Does the room in which the testing is being taken in have to be certified? If so how do we go about certifying it and does it need to be done before the due date of August 9th?**

All HSE testing rooms that have not been previously inspected and approved require a site visit for certification, however site visits do not need to be scheduled and completed before the proposal due date of August 9. Site visits will be scheduled with awardees, as needed, by the NYSED HSE Office.

- 7. Do the staff people administering and helping with test prep need to be trained? If so how do we accomplish that and do we need to do it before August 9th?**

All TASC™ Coordinators and Examiners are required to complete training before they can administer the TASC™. Proctors and clerks are not required to complete person to person training, but they are encouraged to view and participate in SED and DRC webinars for TASC™ training. Training does not need to be completed before August 9, rather training dates for new TASC™ Coordinators and Examiners will be scheduled for the fourth quarter of 2018 and the first quarter of 2019.

- 8. Is the RFP due on August 9th, 2018 no later than 3PM?**

Yes, proposals are due on August 9, 2018, no later than 3PM.

- 9. Do we have to submit a new RFP, or are we just renewing our current contract?**

There is no automatic renewal of current reimbursement contracts. All current HSE reimbursement contracts end on December 31, 2018. Currently contracted providers need to submit proposals, like all applicants to the RFP, by the deadline of August 9, 2018 for the next contract period to commence on January 1, 2019.

- 10. Is the process any different for sites that are renewing - instead of applying for the first time?**

No, the RFP application process is the same for both new and returning applicants.

- 11. Is attachment 1 a form that needs to be filled out by IT dept? If yes, does it need to be submitted with RFP proposal? If Yes, where can I find it? Attachment 1.**

No, Attachment 1 is not a form that needs to be filled out by your IT department, rather it identifies technical specifications for computer based TASC™ testing.

- 12. Our testing center does not schedule small groups for regular testing. However, due to weather or some unforeseen event, there is always a possibility that a large number of last minute cancellations would result in a group of less than 9. The RFP requests centers "provide a justification substantiating the need for requesting up to four (4) regular small group sessions." Is this option only for centers that regularly test small groups or should all test centers include this possibility in the proposal?**

If instances of severe weather, unforeseen events, or last-minute cancellations result in large

group regular test sessions becoming small group regular test sessions, then test centers may seek reimbursement, with NYSED approval, at the small group rate. Test centers that intend to regularly offer and administer small groups, i.e. small group regular Spanish test sessions to be offered four (4) times per year, will complete the Small Group section of the RFP Public Site Form for this purpose, and include those quarterly small group test dates on their annual schedule.

- 13. The HSE Public Site form automatically calculates a percentage of funding for accommodations. In the past, the extra cost of accommodations has come from the total award. With this new structure, will funding be available for regular and accommodated testing as needed? In other words, if the cost of administering tests with accommodations exceeds the 12%, will leftover funding from regular testing be available to serve more testers with special needs? Conversely, will funding not used for accommodations be available for regular testing if necessary?**

Yes, funding will be available for both regular and accommodated testing, however total requests for reimbursement cannot exceed the annual amount of the contract award.

- 14. The RFP states, "test centers may propose to offer paper-based tests only, computer-based tests only, or a combination of both; however, more points are awarded on the evaluation rubric for those applicants who provide CBT." Will points be taken off if a program does not offer any paper-based tests?**

No, points will not be taken off if a program does not offer paper-based tests.

- 15. If a program enters "0" small group tests on the HSE Public Site form, will points be taken away?**

No, points will not be taken away if a program enters "0" small group tests.

- 16. Page 10 discusses conflicts of interest for persons who are involved in instruction. Does this only apply to classroom instructors or would a case manager who tutors count as a conflict as interest as well?**

Teachers, case managers and tutors who are directly involved in high school equivalency instruction are not permitted to also serve as TASC testing staff.

- 17. If testing is done over two days, does staffing have to remain consistent over those two days?**

For each day of testing, staffing may change, but staffing levels must consistently adhere to NYSED and DRC policies for the staff to examinee (1:20) ratio.

- 18. In an accommodated testing group, do all participants have to have the same accommodation?**

No, but most accommodated testing groups are typically scheduled with extended time, and examinees approved for both extended time and small group sessions should be seated together.

- 19. The contract period indicated on the new Test Administration Certification Agreement is 1/1/18 to 12/31/18. Shouldn't the period be 1/1/19 to 12/31/19?**

The current 2018 Test Administration Certification Agreement was included with the RFP as a sample document for reference only. The NYSED HSE Office expects to forward the 2019 Agreement to New York State TASC™ centers in the fourth quarter of 2018.

- 20. Please confirm that the test center 3-digit code remains the same from year to year.**

Yes, the test center's three (3) digit code remains the same from year to year.

- 21. In regards to Supported System Requirements for TASC™ Online Testing, the next update indicated is early summer 2018. Has this update been issued yet?**

Yes, the TASC™ online testing specifications provided in RFP Attachment #1 are the most current supported system requirements for TASC™ test online testing.

- 22. Our testing center location, which is Riverside High School, is different than our mailing address, which is the Yonkers Public Schools Board of Education. All correspondence and materials must be sent to the Board of Education. Therefore, on The Test Administration Certification Agreement, should the Testing Center Name and Address be Riverside High School or the Board of Education?**

The actual Testing Center Name and Address, along with the Testing Center Three (3) Digit Code, is required for the Agreement. TASC™ providers should also notify NYSED and DRC if there is a different agency mailing address for business and fiscal correspondence. Please note that the current 2018 Test Administration Certification Agreement was included with the RFP as a sample document for reference only. The NYSED HSE Office expects to forward the 2019 Agreement to New York State TASC™ centers in the fourth quarter of 2018.

- 23. The reimbursement rate for each TSA has been calculated at \$25 per examinee—which is the same amount as it has been for the last 3 years. Cost analysis indicate that the true cost to administer the exam is closer to \$65 per examinee—data which has been shared with NYSED. Can this amount be increased or supplemented in some way to ensure we are not working at a deficit?**

No, the rates of reimbursement published in RFP 19-004 for both regular and special testing will be in effect for the full contract period for every TSA (Testing Service Area).

- 24. For many years HSE test providers have indicated that the cost of administering examinations is well beyond the current reimbursement of \$25/tester. Estimates from the field put the true cost at \$65/tester, meaning providers actually lose money for every test administered. Will NYSED amend the RFP to reflect a more reasonable reimbursement rate that will encourage a broader diversity of providers throughout the state to apply, expanding access for all?**

No, NYSED will not amend RFP 19-004. The rates of reimbursement published in the RFP for both regular and special testing will be in effect for the full contract period for every TSA (Testing Service Area).

25. A CD-ROM containing the submission documents and the technical proposal is to be sent as part of the RFP. My question: Can these requirements be sent on a USB drive instead?

If submission on a CD-ROM is not feasible, the electronic copy can be sent on a USB drive.

26. May the campuses of CUNY along with the CUNY-affiliated EOCs apply consortially to better utilize available testing slots among the participating entities?

No, RFP applicants must submit a proposal for each individual Testing Service Area (TSA), and reimbursement contracts will be awarded for each TSA. Consortia applications are not permitted.

27. May an Examiner be a Contractor of the applicant (a BOCES) when s/he is not an employee?

No, subcontracting is not allowed for this RFP.

28. Based on the public testing chart it looks like we have to serve a minimum of 12% on accommodations. Is the required minimum to test 12%? based on our numbers (2880 proposed examinees for the year) is giving us that we have to test 340 accommodations for the year, when usually we test around 25 per year.

No, there is no annual minimum or maximum number of test sessions with approved accommodations that test centers must administer. The percentages provided in the RFP Funding Chart and Site Forms represent estimates for budgeting purposes, based on TASC™ 2016-17 accommodated test administration data by TSA. New York State HSE test centers are required to schedule test dates, as requested in advance and by appointment, for examinees with DRC approved accommodations.

29. I'm writing to share my concern that the reimbursement rate for each TSA has been calculated at \$25 per examinee, as it has been for the last 3 years. The true cost to administer the exam is closer to \$65 per examinee, given the need for data entry and advisement in addition to actual proctoring. Can the reimbursement rate be increased or supplemented to ensure that testing centers are not operating at a deficit?

No, the rates of reimbursement published in the RFP for both regular and special testing will be in effect for the full contract period.

30. For the project description, is there a page limit?

No, there is no page limit for the project description.

31. Will sites that offer computer based testing be a priority for funding?

Yes, in an effort to increase computer based HSE testing in New York State, proposals that include computer-based will be awarded more points based upon the applicant's stated intent to offer computer based testing at their test site(s).

32. Since we have a WIOA program will that give the agency an advantage for funding?

No, HSE reimbursement funding is not predicated on WIOA funding.

33. Will the reimbursement rate increase per student tested?

No, the rates of reimbursement published in the RFP for both regular and special testing will be in effect for the full contract period.

34. I do have a question about Attachment 2 ("Test Administration Procedure Certification Agreement by and between Data Recognition Corporation, New York State Education Department & Testing Center"). Attachment 2 does not appear in either the Submission Documents Package checklist or in the Technical Proposal Package checklist. In addition, the document itself contains a contract period of 1/1/2018 – 12/31/2018 which cannot be modified. Are applicants required to complete and submit Attachment 2 as part of the proposal?

No, the current 2018 Test Administration Certification Agreement was included with the RFP as a sample document for reference only. The NYSED HSE Office expects to forward the 2019 Agreement to New York State TASC™ centers in the fourth quarter of 2018.

35. What is the New York State Regents-HSE Pathway and how does it incorporate TASC™ testing?

In April 2018, the New York State Board of Regents approved regulatory changes to provide a fourth pathway to earn a New York State High School Equivalency Diploma. Eligible individuals who have passed Regents Examinations in English Language Arts, Mathematics, Science, or Social Studies can substitute those passing scores for a maximum of four of the five corresponding Test Assessing Secondary Completion (TASC™) subtests: Reading, Writing, Mathematics, Science, and Social Studies. Additionally, a minimum of one TASC™ subtest must be taken and passed to meet diploma requirements for the Regents-HSE Pathway. Passing Regents Examination scores and passing TASC™ subtest scores can be combined to qualify for the HSE diploma.

36. How do eligible TASC™ examinees apply for the Regents-HSE Exam Pathway? Is there a fee?

The NYSED High School Equivalency Office has an application called Attachment R which must be completed by the examinee-applicant, as well as the school district, to use passing Regents Examination scores in place of TASC™ subtest scores towards an HSE diploma. The Attachment R application and general information for the pathway can be found at: <http://www.acces.nysed.gov/hse/regents-hse-exam>. Eligible applicants must work with their school districts to complete and submit the required Attachment R application materials to the NYSED High School Equivalency Office. There is no fee to apply for the Regents-HSE Pathway.

37. Please clarify use of the T-TAF form (TASC™ Test Authorization Form) for referral of preparation program students whose readiness scores fall below the TASC™ Readiness Assessment range which indicates the student is ready to test. Is there some process by which testing centers are going to accept those referred students with the possibility that their seats will go to students who have passing scores on the readiness test?

A completed and signed T-TAF form is required for all referred HSE preparation program students to receive priority seating for the TASC™ test, regardless of their TASC™ Readiness Assessment scores. T-TAF forms must include TASC™ Readiness Assessment scores and must be submitted prior to scheduling the students' TASC™ test sessions.

38. How and when do test centers receive completed T-TAF forms from HSE preparation programs, and can original T-TAF forms be submitted to HSE test centers and the NYSED HSE Office after referred students have taken the TASC™?

In advance of scheduled TASC™ test dates, HSE test centers will work directly with HSE preparation programs to ensure T-TAF forms are submitted for all referred preparation students who are applying for test date(s) at their test centers. Preparation programs are required to mail or hand deliver their students' T-TAF forms, with original signature, to the test center in advance of their students' scheduled test dates. As part of the NYSED TASC™ test session audit and verification process, test centers will also continue to submit copies of T-TAF forms with their other test session documents (Attendance Sheets and Signature Cards) to the NYSED HSE Office in Albany once TASC™ test sessions have been completed. Original T-TAF forms cannot be submitted to test centers or the NYSED HSE Office after TASC™ testing has been administered.

39. What is the FAST TRACK preparation initiative for TASC™ testing and how will HSE test centers work with FAST TRACK students?

Deputy Commissioner Kevin Smith has charged ACCES-AEPP with comprehensively raising HSE preparation results. Analyses of TASC™ testing data in New York State shows that pass rates on the Mathematics subtest are significantly lower than other subtests.

The four objectives of this new initiative are to:

- *Connect more walk-in examinees who did not pass the TASC™ test with HSE preparation programs.*
- *Build short-term intensive instructional opportunities for a) students who have struggled to pass the TASC™ Readiness Assessment (TRA), and b) examinees who score between 400-499 on TASC™ subtests.*
- *Significantly raise TASC™ Mathematics subtest pass rates across the State.*
- *Significantly increase the effectiveness of HSE preparation throughout the State.*

FAST TRACK HSE programming, as well as longer term HSE preparation, may be offered by providers of HSE preparation who are approved to offer it by NYSED. Every Regional Adult Education Network (RAEN) Center will create a regional HSE network that brings together all HSE preparation programs with public TASC™ test centers so that TASC™ test centers can work directly with HSE preparation programs to: connect those walk-in TASC™ examinees who have

not passed the TASC™ with preparation programs; to develop regional outreach and marketing strategies; and to develop referral arrangements. As a condition of funding through this proposal, public HSE test centers agree to participate in these regional networks. FAST TRACK preparation programs will work directly with HSE test centers to ensure T-TAF forms are received for their referred students who are applying for TASC™ test dates.

40. Please confirm current regulation and policy for TASC™ administrations in New York State.

Current New York State regulation and policy for high school equivalency testing allows eligible TASC™ examinees to test up to three times in a calendar year with sixty (60) days between test sessions. There are three (3) test forms of the TASC™ available each calendar year, and the same test form cannot be taken twice in the calendar year. All public and preparation-referred examinees may apply for available annual test dates that have been approved by NYSED and posted on the HSE website at www.nysed.gov.

41. Can applicants to this RFP submit one proposal, and be awarded one contract, to include a consortium of their regional test centers across multiple Testing Service Areas (TSAs)?

No, proposals must be submitted for each individual TSA, and reimbursement contracts will be awarded for each TSA. No consortia applications will be permitted.

42. We currently operate a semi-private TASC™ test center that is not under state contract for reimbursement for public HSE testing. Are we required to apply to this RFP to continue serving our own district examinees and community members without reimbursement?

No, you are not required to apply to this RFP. You may continue operation of the NYSED-approved semi-private TASC™ test center without state reimbursement.

43. Could you please confirm that our city school district site can continue to be an approved TASC™ test site if the school district pays for the Examiners rather than applying to RFP #19-004?

Yes, the city school district may continue operation of the approved TASC™ test site and pay for Examiners rather than applying for reimbursement through RFP #19-004.

44. On the RFP Attachment (Test Administration Procedure Certification Agreement by and between Data Recognition Corporation, New York State Education Department & Testing Center) It says from Jan. 1 to Dec. 2018 instead of 2019...is that an error or should I use that paper?

The current 2018 Agreement was included with the RFP as a sample document for reference only. The HSE Office at NYSED expects to forward the 2019 Test Administration Procedure Certification Agreement to New York State TASC™ centers in the fourth quarter of 2018.

45. Please confirm the correct and current testing times for each English and Spanish TASC™ subtest. The English and Spanish charts provided in the RFP indicate previously approved testing times for each subtest and do not match the current JKL subtest testing times in the DRC TASC™ Examiner's Manual.

The correct and current testing times for each JKL subtest, English and Spanish, are as follows:

Mathematics – 105 minutes.

Reading – 85 minutes.

Science- 75 minutes.

Social Studies – 75 minutes.

Writing – 110 minutes.

There is no difference between English and Spanish TASC™ testing times.

46. When will NYSED offer required TASC™ Coordinator/Examiner training in 2018-19?

Annually, NYSED offers mandatory person-to-person training once each quarter in Albany, NY for all new TASC™ Coordinator and Examiner staff. All returning TASC™ Coordinators and Examiners are required to participate in live NYSED webinar training for new 2019 TASC™ test forms: MNO. NYSED will post training dates and registration directions on the NYSED HSE website, and awardees of this RFP will be notified when that information becomes available. Lastly, all TASC™ Coordinator and Examiner staff are also required to participate in DRC webinar training modules for 2019 TASC™ test forms, MNO, to include: TASC™ accommodations; TASC™ examinee registration, scheduling and check-in; TASC™ secure inventory management and shipping for paper-based testing; and TASC™ computer-based testing.

47. Can we offer computer based TASC™ testing only, or are we required to offer paper based TASC™ testing and alternate format TASC™ testing too?

Applicants to the RFP will indicate their intent to offer computer based and / or paper-based TASC™ testing in their proposal. Applicants are not required to submit proposals that include both computer and paper-based testing, but more points are awarded for proposals including computer based testing.

Please note that all TASC™ test centers are required to administer TASC™ test sessions with alternate formats for those examinees who are DRC-approved for TASC™ testing with accommodations to include testing with alternate formats of audiocassette or Braille.

48. I am the TASC™ examiner at a test center in New York State and I was wondering if I am supposed to apply for the reimbursement or was that done when we became a test center and that funding is automatic each time we test?

State funding for reimbursement of public TASC™ administrations is not automatic. Public providers of TASC™ testing must apply to the RFP, be eligible for award, and meet criteria for procurement contracting with New York State for reimbursement of TASC™ testing.

Appendix D - Work Plan Part 2

Clinton-Essex TSA

Champlain Valley Educational Service

Technical Criteria (100 Points)

1.) Project Description:

60 points

Provide a concise summary that describes the entire proposal. The project description must include the following information:

a) HSE test center(s) location and scheduling

(10 points)

- Identify the TSA in which the applicant proposes to operate HSE test centers (one TSA per proposal). Provide the names and physical addresses for each HSE test center including public and non-public addendum sites. Each test center proposed in the Project Description must also be identified on the appropriate HSE Site Form

The Test Service Area (TSA) for this RFP is Clinton and Essex Counties located in the North Country Workforce Development Board area. Clinton-Essex-Warren-Washington BOCES, Champlain Valley Educational Services (CVES) currently operates the HSE testing centers in Clinton and Essex Counties. In Clinton County the HSE test is offered at the OneWorkSource. The address is 194 U.S. Oval, Plattsburgh, NY 12903. In Essex County there are 2 addendum sites: Essex County Jail, 702 Stowersville Road, Lewis, NY 12950 and Champlain Valley Educational Services, 3092 Plank Road, Mineville, NY 12956. This RFP is being written to continue to serve this TSA.

- Describe how the public HSE test center(s) will provide convenient testing schedules that are frequent and flexible enough to meet community needs.

The TASC test is offered 6 times a year at the OneWorkSource, 4 times a year at CV-TEC in Mineville and upon request at the Essex County Jail. Tests are spaced out in order to allow testers who failed a part to retake at the next test. Testers receiving special accommodations are scheduled based on their availability.

- Describe how the agency will manage and respond to public HSE testing inquiries and individual applications from the public.

CVES will respond to HSE testing inquiries from the community, general public and individual applications through phone, Facebook and email. In addition, all of our testing information is on the www.cves.org website. The community will be able to access our clerk by phone Monday – Friday from 8:30 .m. – 4:00 p.m.

- Describe how the HSE test center(s) will share and/or advertise information about the HSE testing to the public within the TSA.

Our test center shares information and resources with the community through brochures and other print media, via the website, Facebook, and through our Family Welcome Centers and partner agencies.

b) Population to be served

(10 points)

- Describe the target population(s), their literacy needs as well as their need for HSE testing. Provide a typical test examinee profile (e.g. age, educational level, employment status, and other demographic information) and how testing needs will be met in terms of English and Spanish HSE testing in your community.

The target population will be Clinton and Essex County residents who do not have a high school equivalency diploma. Their literacy needs range from low level readers to NRS levels 5-6. A typical examinee is under age 40, unemployed or underemployed, and trying to get a job or a better paying job. We do not have requests for the Spanish test.

- Describe the test center's ability to provide accommodations approved by DRC in terms of staff, space and time.

13% of our testers in 2017 were provided accommodations indicating our ability to provide this service. Testers with accommodations are tested at the OneWorkSource, CV-TEC Mineville and the Essex County Jail. Staff is flexible with scheduling testers with accommodations.

- Provide a justification substantiating the need for requesting up to four (4) regular small group sessions at your public test sites.

Essex County rarely has 10 or more testers at each test administration due to how rural the area is. Normally in Clinton County there are 10 or more testers.

c) Paper-based and Computer-based testing

(10 points)

- Describe the test center's configuration and large group test session capacity to administer English and Spanish paper-based tests.

OneWorkSource: PBT: We utilize a large conference room. Tables are in rows and students are well spaced apart. The room is large, airy, plenty of natural and artificial lighting, comfortable and quiet.

CBT: CVES will begin Computer Based Testing in January. We will utilize our computer lab which has 20 laptops, is large, airy, comfortable and quiet.

CV-TEC, Mineville: PBT: We utilize a large conference room. Tables are in rows and students are well spaced apart. The room is large, airy, plenty of natural and artificial lighting, comfortable and quiet.

CBT: CVES will begin Computer Based Testing in January. We will utilize CV-TEC's computer lab which has 20 laptops, is large, airy, comfortable and quiet.

Essex County Jail: PBT only: We will utilize the library or the classroom, depending on the number of students. Tables are in a row with plenty of spacing.

- Describe the test center's current computer configuration that meets the technology specification for administering computer-based tests.

CV-TEC has a computer lab at the OneWorksource consisting of 20 new laptops. CV-TEC in Mineville also has a computer lab to administer testing.

- Describe the maximum number of computer-based tests that can be administered during a single group session in the first year and plans to increase the capacity of computer-based testing in the subsequent years of the contract, particularly if computer capacity is limited to less than nine test administrations at a time.

We have 20 laptops that can be used at the OneWorkSource and 20 computers at CV-TEC in Mineville. We will not need to increase this number.

- Identify all test center rooms and computer labs and their NYSED approval status.

OneWorkSource and CV-TEC in Mineville. We have not asked for NYSED approval at this time, but will be requesting it prior to January 1, 2019.

d) Public transportation/supplemental services

(10 points)

- For each test center identified in (a) above, describe the sites' public transportation access. Include the approximate distance that the test center(s) are from public transportation access points.

The HSE test center is located directly on the bus route in Clinton County and is within walking distance of downtown Plattsburgh, which is the only city in Clinton County. There is no public transportation in Essex County which requires testers to drive or get

rides. CV-TEC also provides free bus passes to our students to attend classes and testing.

- Describe any supplemental/support services such as assessment, counseling, and referral for childcare, transportation, etc., arranged by the test center to decrease testing no show rate.

Almost all of our test takers are our current students so they have met with our case managers to arrange any supportive services that may be needed in order to attend the TASC test. We have a minimal no show rate.

e) Program coordination

(10 points)

- Describe how the applicant proposes to establish a network of connections between HSE test preparation programs and the HSE test administration program in the TSA. Identify the methods of sharing testing information and the referral arrangements with other providers such as test preparation programs, HSE test centers and their Regional Adult Education Network (RAEN).

CVES is the only test preparation program in our TSA and is the TASC test center. However, we collaborate closely with Literacy Volunteers and the County Jails for referrals and testing.

- Identify the agencies/organizations for which HSE test administrations are offered as a public addendum site.

Public addendum sites are offered at CV-TEC in Mineville and the Essex County Jail.

a) HSE Test Center staff and experience

(10 points)

- Identify the staff members and their position and/or responsibility related to the operation of the HSE test center(s). Provide resume which includes current employment and relevant experience to their responsibilities assigned to HSE test centers. Details may highlight similar procedures and processes that have been used to manage and organize information, track data, file fiscal reports and submit required information and documents in a timely manner.

TASC Test Coordinator: Catherine Snow, Supervisor, Literacy, High School Equivalency and Job Skills Training. Have been Coordinator of CVES test center since 2000. Test examiner since 2003.

Examiner: Judy Dobbs and Patty Goodell. Both are retired HSE teachers for CVES.

- Include a staffing plan that demonstrates the staff and tester ratio used during the various types of test administration. Include the applicant's ability to provide technical support during computer-based test administration.

CVES does not have more than 15 testers per session so we only utilize the test administrator.

2) Total Examinees and CBT Capability

40 points

a) Proposed Annual Number of HSE Examinees

(20 Points)

Points will be awarded based upon the annual sum of examinees proposed for all public test centers in the TSA, as well as non-public addendum sites if applicable, as compared to the number of seats for the TSA found on Chart 2. Points with corresponding percentages are in the table below.

| Percentage of Proposed Annual Number of Examinees in TSA | | | | |
|---|-------|--------|--------|---------|
| | 1-25% | 26-50% | 51-75% | 76-100% |
| Points | 5 | 10 | 15 | 20 |

b) Computer Based Testing (CBT) Capability

(20 Points)

Points will be awarded based on the applicant's ability to offer computer-based testing (CBT) as proposed among all test centers listed in the TSA. Points will be awarded based on the scale as described in the table below:

| Number of Proposed CBT Examinees | 0 | 1- 49 | 50- 99 | 100- 149 | 150- 199 | 200- 299 | 300- 499 | 500- 999 | 1000- 1999 | 2000+ |
|---|---|----------|-----------|-------------|-------------|-------------|-------------|-------------|---------------|-------|
| Points | 0 | 1 | 2 | 3 | 4 | 6 | 8 | 10 | 15 | 20 |

RECTIONS

TSA TOTAL HSE EXAMINEES TO BE TESTED AND COST PROPOSAL FOR HSE TESTING REIMBURSEMENT RFP 40 POINTS
HSE Public Site Form

* Applicants must complete the following fields providing information for each proposed public test site in the TSA. Applications which include Non-Public HSE sites must complete the Non-Public Addendum
Form for each proposed HSE Non-Public site.
For item #1, please complete all required fields.

| | | | | | | |
|---|----------------------------------|--------------------------------------|--------------------------------------|-------------------|---------------------|---------------------|
| 1 | TSA (Select from Drop Down menu) | Test Site Name (Type Text) | Test Site Street Address (Type Text) | City (Type Text) | State (Type Text) | Zipcode (Type Text) |
| | CLINTON ESSEX | OneWorkSource | 194 US Oval | Plattsburgh | NY | 12903 |
| | Additional Test Site(s) | | | | | |
| | Test Site Name (Type Text) | Test Site Street Address (Type Text) | City (Type Text) | State (Type Text) | Zipcode (Type Text) | |
| | CV-TEC | 3092 Plank Road | Mineville | NY | 12950 | |
| | Test Site Name (Type Text) | Test Site Street Address (Type Text) | City (Type Text) | State (Type Text) | Zipcode (Type Text) | |
| | | | | | | |

2 Regular Large Group Test Sessions Examinees (Defined as Attendance of 10 or more examinees in a regular large group test session)
The proposed number of annual examinees cannot exceed the number of examinees for the TSA found on Chart 2.

Please enter the Proposed Annual Number of Regular Examinees in the chart below. Please complete all fields.

| | | |
|---|----------------|------------|
| English | Paper Based | 40 |
| | Computer Based | 40 |
| Spanish | Paper-Based | |
| | Computer Based | |
| Total Regular Examinees | | 80 |
| Total Requested Reimbursement | | \$2,000.00 |
| (reimbursement rate is \$25.00 per regular examinee tested) | | |

3 Regular Small Group Test Sessions and Examinees (Defined as Attendance of 9 or less examinees in a regular small group test session)

In Column A, enter the proposed number of regular small group test sessions to be scheduled annually at the test site for each type of test session below. Cannot exceed 4 test sessions annually.
In Column B, enter the number of proposed examinees to be tested at the test site for each type of regular small group test session below. Cannot exceed 9 examinees per test session and cannot exceed 36 total examinees annually.

| | | | |
|---|----------------|--------------|---------------|
| English | Paper Based | A = Sessions | B = Examinees |
| | Computer Based | 2 | 6 |
| Spanish | Paper-Based | 2 | 6 |
| | Computer Based | | |
| Total Small Group Test Sessions & Examinees | | 4 | 12 |
| Cannot Exceed 4 Total Sessions and 36 Examinees Annually | | | |
| Total Requested Reimbursement | | | \$900.00 |
| (reimbursement rate is \$225.00 per regular small group test session) | | | |

4 Accommodation Test Sessions (Defined as attendance of examinees with DRC approved accommodations). Each TSA has a projected percentage of annual examinees to be tested with accommodations found on Chart 2.

For Column A, select the TSA in which the proposed test site is located (needs to match TSA selected in item 1).
Column B will populate the TSA percentage of annual examinees to be tested with accommodations for the proposed test site.
Column C will calculate the proposed total number of examinees for the test site based upon the total examinees indicated in items 2 and 3 (b) above.
Column D will calculate the projected number of annual examinees to be tested with accommodations at the proposed test site.

| A | B | C | D |
|---------------|----------------------------------|--|---|
| TSA | TSA Percentage of Accommodations | Proposed Total Number of Regular Examinees | Projected Number of Examinees w/ accommodations |
| CLINTON ESSEX | 13% | 92 | 11.96 |

| | | | |
|---------------------|----------|---|------------|
| Region Rate | | | |
| \$ | 300.00 | | |
| | | Total projected reimbursement for accommodated earliness for the TSA (reimbursement rate is \$336 downstate and \$300 upstate) | \$ |
| | | Total Public Site requested reimbursement | 3,588.00 |
| | | Total Reimbursement cannot exceed the TSA funds available | \$6,488.00 |
| | | Total Reimbursement (Public & Non-Public), if applicable | \$7,397.00 |
| TSA Funds Available | | | |
| \$ | 7,400.00 | If proposing testing at Non-Public sites, complete the Non Public site form located below | |

DIRECTIONS

TSA TOTAL HSE EXAMINEES TO BE TESTED AND COST PROPOSAL FOR HSE TESTING REIMBURSEMENT RFP 40 POINTS
HSE Non-Public Site Form
 RFP Applicants must complete the following fields providing information for each proposed public test site in the TSA. Applications which include Non-Public HSE sites must complete the Non-Public Addendum Site Form for each proposed HSE Non-Public site.
 For Item #1, please complete all required fields.

| | | | | | | |
|---|----------------------------------|--------------------------------------|--------------------------------------|-------------------|---------------------|---------------------|
| 1 | TSA (Select from Drop Down menu) | Test Site Name (Type Text) | Test Site Street Address (Type Text) | City (Type Text) | State (Type Text) | Zipcode (Type Text) |
| | CLINTON ESSEX | Essex County Jail | 702 Stowersville Road | Lewis | NY | 12950 |
| | Additional Test Site(s) | | | | | |
| | Test Site Name (Type Text) | Test Site Street Address (Type Text) | City (Type Text) | State (Type Text) | Zipcode (Type Text) | |
| | Test Site Name (Type Text) | Test Site Street Address (Type Text) | City (Type Text) | State (Type Text) | Zipcode (Type Text) | |

2 Regular Large Group Test Sessions Examinees (Defined as Attendance of 10 or more examinees in a regular large group test session)
 The proposed number of annual examinees cannot exceed the number of examinees for the TSA found on Chart 2.

Please enter the Proposed Annual Number of Regular Examinees in the chart below. Please complete all fields.

| | | |
|---|----------------|---|
| English | Paper Based | Proposed Annual Number of Regular Examinees |
| | Computer Based | |
| Spanish | Paper Based | |
| | Computer Based | |
| Total Regular Examinees | | 0 |
| Total Requested Reimbursement | | \$0.00 |
| (reimbursement rate is \$25.00 per regular examinee tested) | | |

3 Regular Small Group Test Sessions and Examinees (Defined as Attendance of 9 or less examinees in a regular small group test session)
 In Column A, enter the proposed number of regular small group test sessions to be scheduled annually at the test site for each type of test session below. Cannot exceed 4 test sessions annually.
 In Column B, enter the number of proposed examinees to be tested at the test site for each type of regular small group test session below. Cannot exceed 9 examinees per test session and cannot exceed 36 total examinees annually.

| | | | |
|---|----------------|--------------|---------------|
| English | Paper Based | A = Sessions | B = Examinees |
| | Computer Based | 3 | 6 |
| Spanish | Paper Based | | |
| | Computer Based | | |
| Total Small Group Test Sessions & Examinees | | 3 | 6 |
| Cannot Exceed 4 Total Sessions and 36 Examinees Annually | | | |
| Total Requested Reimbursement | | | \$675.00 |
| (reimbursement rate is \$225.00 per regular small group test session) | | | |

4 Accommodation Test Sessions (Defined as attendance of examinees with DRC approved accommodations). Each TSA has a projected percentage of annual examinees to be tested with accommodations found on Chart 2.
 For Column A, select the TSA in which the proposed test site is located (needs to match TSA selected in item 1).
 Column B will populate the TSA percentage of annual examinees to be tested with accommodations for the proposed test site.
 Column C will calculate the proposed total number of examinees for the test site based upon the total examinees indicated in items 2 and 3 (b) above.
 Column D will calculate the projected number of annual examinees to be tested with accommodations at the proposed test site.

| A | B | C | D |
|--|----------------------------------|------------------------------------|---|
| TSA (Select from the drop down menu) | TSA Percentage of Accommodations | Proposed Total Number of Examinees | Projected Number of Examinees w/ accommodations |
| CLINTON ESSEX | 13% | 6 | 0.78 |
| Total projected reimbursement for accommodated examinees for the TSA | | \$ | 234.00 |
| (reimbursement rate is \$388 downstate and \$300 upstate) | | | |
| Total Non Public Site requested reimbursement | | | \$909.00 |
| Region Rate | | 300.00 | |

APPENDIX 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.

APPENDIX 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 Name¹;

¹ 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).

- (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.
 - 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.
 - 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.
 - 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.
 - 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.

- 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))

Appendix 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.

☒ 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.

Student data is used for registration and scheduling of TASC™ exams.

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:

CEWW BOCES will share Student Data only at the request of the individual and with receipt of a signed release of information to said entity.

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, 2022 (if renewal option is used: December 31, 2023)

- ☐ 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.

☒ 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.

To protect student privacy, all personal information is kept in a secure location in the data entry office and is not available to the public. CEWW BOCES submits required data to NYSED via the electronic data system ASISTS. Social security numbers are encrypted.

**APPENDIX X
SAMPLE DO NOT SIGN
Modification Agreement Form**

Contract No. _____

Period: From: _____ To: _____ Funding Amount for Period \$ _____

This is an AGREEMENT between the People of the State of New York, acting through MaryEllen Elia, Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the STATE, and _____, party of the second part, hereinafter referred to as the CONTRACTOR, for modification of Contract No. , as amended in attached Appendix.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

SAMPLE DO NOT SIGN

The People of the State of New York
MaryEllen Elia
Commissioner of Education

By _____

By _____

Name Printed

Alison B. Bianchi, Shannon Tahoe or Aaron
Baldwin

Title: _____

Authorized Contract Officers

Date: _____

Date: _____

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)

) SS:

County of _____)

On this ____ day of _____, 20__, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary) _____

STAMP

APPROVED

Office of the State Comptroller

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| <u>STATE AGENCY</u> NYS Education Department 89 Washington Avenue, Room 503W- EB Albany, New York 12234 | <u>CONTRACT NUMBER:</u> C013873 <u>BUSINESS UNIT:</u> SED01 <u>DEPARTMENT ID:</u> 3300200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>CONTRACTOR:</u> Clinton-Essex-Warren-Washington BOCES P.O. Box 455 Plattsburgh, NY 12901 | <u>TYPE OF PROGRAM:</u> High School Equivalency (HSE) Test Administration | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <u>FEDERAL TAX/MUNICIPALITY NO:</u> 14-6004054 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>CHARITY REGISTRATION NUMBER:</u> N/A <u>NYS VENDOR ID:</u> 1000002455 <u>MUNICIPALITY NO.:</u> 093000000100 | <u>CONTRACT PERIOD</u> From: January 1, 2019 To: December 31, 2022 <u>FUNDING AMOUNT FOR PERIOD:</u> \$29,588.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>STATUS:</u> CONTRACTOR IS <input type="checkbox"/> IS NOT <input checked="" type="checkbox"/> A SECTARIAN ENTITY CONTRACTOR IS <input type="checkbox"/> IS NOT <input type="checkbox"/> A NOT-FOR-PROFIT ORGANIZATION. | <u>MULTI-YEAR TERM:</u> (if applicable) This contract shall be renewable for one (1) optional one-year period. From: January 1, 2019 To: December 31, 2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p align="center"><u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT:</u></p> <table border="0"> <tr> <td><input checked="" type="checkbox"/> APPENDIX A</td> <td>Standard Clauses as required by the Attorney General for all State contracts.</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX A1</td> <td>Agency-specific Clauses</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX B</td> <td>Budget</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX C</td> <td>Payment and Reporting Schedule</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX D</td> <td>Program Workplan</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX R</td> <td>Data Security and Privacy Plan</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX S</td> <td>Parents' Bill of Rights for Data Privacy and Security</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX S-1</td> <td>Attachment to Parents' Bill of Rights</td> </tr> <tr> <td><input checked="" type="checkbox"/> APPENDIX X</td> <td>Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHER (Identify)</td> <td></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td colspan="2">February 25, 2019</td> </tr> </table> | | <input checked="" type="checkbox"/> APPENDIX A | Standard Clauses as required by the Attorney General for all State contracts. | <input checked="" type="checkbox"/> APPENDIX A1 | Agency-specific Clauses | <input checked="" type="checkbox"/> APPENDIX B | Budget | <input checked="" type="checkbox"/> APPENDIX C | Payment and Reporting Schedule | <input checked="" type="checkbox"/> APPENDIX D | Program Workplan | <input checked="" type="checkbox"/> APPENDIX R | Data Security and Privacy Plan | <input checked="" type="checkbox"/> APPENDIX S | Parents' Bill of Rights for Data Privacy and Security | <input checked="" type="checkbox"/> APPENDIX S-1 | Attachment to Parents' Bill of Rights | <input checked="" type="checkbox"/> APPENDIX X | Sample Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) | | | <input type="checkbox"/> OTHER (Identify) | | | | <input type="checkbox"/> OTHER (Identify) | | | | <input type="checkbox"/> OTHER (Identify) | | | | <input type="checkbox"/> OTHER (Identify) | | | | February 25, 2019 | |
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IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Clinton-Essex-Warren-Washington BOCES

By _____

Mark Davey, Ed.D. / Larry Barcomb
Name Printed

Title: Superintendent of Schools / Board President

Date: _____

Contract No. C013873

PEOPLE OF THE STATE OF NEW YORK
MaryEllen Elia
Commissioner of Education

By _____

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

Date: _____

State Agency Certifications: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)
) SS:

County of _____)

On this ____ day of _____, 20__, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary) _____

STAMP

Approved

Approved

New York State Attorney General

Office of the State Comptroller

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| <u>CHARITY REGISTRATION NUMBER:</u> N/A <u>NYS VENDOR ID:</u> 1000002455 <u>MUNICIPALITY NO.:</u> 093000000100 | <u>CONTRACT PERIOD</u> From: January 1, 2019 To: December 31, 2022 <u>FUNDING AMOUNT FOR PERIOD:</u> \$29,588.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>STATUS:</u> CONTRACTOR IS () IS NOT (X) A SECTARIAN ENTITY CONTRACTOR IS () IS NOT () A NOT-FOR-PROFIT ORGANIZATION. | <u>MULTI-YEAR TERM:</u> (if applicable) This contract shall be renewable for one (1) optional one-year period. From: January 1, 2019 To: December 31, 2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> OTHER (Identify) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Clinton-Essex-Warren-Washington BOCES

Contract No. C013873

PEOPLE OF THE STATE OF NEW YORK
MaryEllen Elia
Commissioner of Education

By _____

MARK DAVEY, Ed.D. / Larry Barcomb
Name Printed

Title: Superintendent of Schools / Board President

Date: _____

By _____

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

Date: _____

State Agency Certifications: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)
) SS:

County of _____)

On this ____ day of _____, 20__, before me the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary) _____

STAMP

Approved

Approved

New York State Attorney General

Office of the State Comptroller

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|--|--|--|---|---|-------------------------|--|--------|--|--------------------------------|--|------------------|--|--------------------------------|--|---|--|---------------------------------------|--|---|------|--|---|--|---|--|---|--|---|--|
| <u>STATE AGENCY</u> NYS Education Department 89 Washington Avenue, Room 503W- EB Albany, New York 12234 | <u>CONTRACT NUMBER:</u> C013873 <u>BUSINESS UNIT:</u> SED01 <u>DEPARTMENT ID:</u> 3300200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>CONTRACTOR:</u> Clinton-Essex-Warren-Washington BOCES P.O. Box 455 Plattsburgh, NY 12901 | <u>TYPE OF PROGRAM:</u> High School Equivalency (HSE) Test Administration | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <u>FEDERAL TAX/MUNICIPALITY NO:</u> 14-6004054 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>CHARITY REGISTRATION NUMBER:</u> N/A <u>NYS VENDOR ID:</u> 1000002455 <u>MUNICIPALITY NO.:</u> 093000000100 | <u>CONTRACT PERIOD</u> From: January 1, 2019 To: December 31, 2022 <u>FUNDING AMOUNT FOR PERIOD:</u> \$29,588.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <u>STATUS:</u> CONTRACTOR IS <input type="checkbox"/> IS NOT <input checked="" type="checkbox"/> A SECTARIAN ENTITY CONTRACTOR IS <input type="checkbox"/> IS NOT <input type="checkbox"/> A NOT-FOR-PROFIT ORGANIZATION. | <u>MULTI-YEAR TERM:</u> (if applicable) This contract shall be renewable for one (1) optional one-year period. From: January 1, 2019 To: December 31, 2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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APPENDIX X

Modification Agreement Form

SED 01

Procurement: 3300200

Period: From: January 1, 2016 To: December 31, 2018

Renewal Period: From: January 1, 2018 To: December 31, 2018

Contract No. C012570

Funding Amount for Period: \$19,977.00

Funding Amount for Renewal Period: \$6,659.00

Previous

Contract

This is an AGREEMENT between the People of the State of New York, acting through MaryEllen Elia, Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University of the State of New York, party of the first part, hereinafter referred to as the STATE, and Clinton-Essex-Warren-Washington BOCES, party of the second part, hereinafter referred to as the CONTRACTOR, for modification of Contract No. C012570.

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.

The purpose of this amendment is to allow for the one-year renewal period provided for in the contract. The amendment also provides the current Appendix A-1, Appendix B-1 Budget to reflect the additional funding, as well as the Appendix C-1 Payment and Reporting Schedule. All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

Clinton-Essex-Warren-Washington BOCES

By

MARK DAVEY, Ed. D.
Name Printed

Title: Superintendent of SchoolsDate: November 8, 2017

THE PEOPLE OF THE STATE OF NEW YORK

MaryEllen Elia

Commissioner of Education

By

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

Date:

12/11/17

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. I further certify that the New York State Education Department has undertaken an affirmative review in accordance with Bulletin G-221 and has reasonable assurance that the proposed contractor is responsible.

STATE OF NEW YORK)

) SS:

County of Clinton

LARRY BARCOMB

On this 8 day of Nov., 2017, before me the undersigned personally appeared MARK DAVEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

(Notary)

CHRISTINE MYERS
Notary Public, State of New York
Clinton County, - No. 01MY6034499
Commission Expires December 13, 2021

APPROVED
DEPT. OF AUDIT & CONTROL

DEC 26 2017

APPROVED

FOR THE STATE COMPTROLLER

Office of the State Comptroller

APPENDIX A-1

Payment and Reporting

- A. In the event that 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. 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.

Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Responsibility Provisions

- A. **General Responsibility Language**
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, 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.
- B. **Suspension of Work (for Non-Responsibility)**
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will 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 Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

- B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

Safeguards for Services and Confidentiality

- A. 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. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.
- C. 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.
- D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- E. 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.
- F. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- G. No fees shall be charged by the Contractor for training provided under this agreement.
- H. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.

- J. 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.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.
- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.
- C. Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. Contractor shall 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). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
Contract Administration Unit
Room 505 W EB
Albany, NY 12234
By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
1. Appendix A - Standard Clauses for all State Contracts
 2. State of New York Agreement
 3. Appendix A-1 - Agency Specific Clauses
 4. Appendix X - Sample Modification Agreement Form (where applicable)
 5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
 6. Appendix B - Budget
 7. Appendix C - Payment and Reporting Schedule
 8. Appendix R - Data Security and Privacy Plan (where applicable)
 9. Appendix S - Parents' Bill of Rights for Data Privacy and Security (where applicable)
 10. Appendix S-1 - Attachment to Parents' Bill of Rights (where applicable)
 11. Appendix D - Program Work Plan

Revised 6/12/17

APPENDIX B-1 - BUDGET SUMMARY

Contract No: C012570

Contract Period: 1/01/2016 to 12/31/2018 **Contract Value:** \$19,977

HSE/TASC™ Test Center Reimbursement Rates-Downstate

**For Bronx, Kings, New York, Queens, Richmond, Nassau, Suffolk, Westchester, Putnam
and Rockland TSAs**

| Section A: Regular Test Reimbursement | |
|---|-------------------------|
| English Reimbursement for paper-based and computer-based test administration | Rate |
| Full & Partial Examinees | \$25/examinee |
| Small Group (<9) | \$225/session |
| Spanish Reimbursement for paper-based and computer-based test administration | Rate |
| Full & Partial Examinees | \$25/examinee |
| Small Group (<9) | \$225/session |
| Section B. Accommodated Test Reimbursement | |
| English Reimbursement | Rate per Session |
| Accommodated Full/Small Group | \$225.00 |
| Accommodated Full (3-5subtests) 1:1 ratio | \$225.00 |
| Accommodated Full Extended Time (1.25x) | \$281.00 |
| Accommodated Full Extended Time (1.5x) | \$338.00 |
| Accommodated Full Extended Time (2x) | \$450.00 |
| Accommodated Partial (1-2 subtests) 1:1 ratio | \$113.00 |
| Accommodated Partial Extended Time(1.25x) | \$141.00 |
| Accommodated Partial Extended Time (1.5x) | \$169.00 |
| Accommodated Partial Extended Time (2x) | \$225.00 |
| Spanish Reimbursement | Rate per Session |
| Accommodated Full/Small Group | \$225.00 |
| Accommodated Full (3-5subtests) 1:1 ratio | \$225.00 |
| Accommodated Full Extended Time (1.25x) | \$281.00 |
| Accommodated Full Extended Time (1.5x) | \$338.00 |
| Accommodated Full Extended Time (2x) | \$450.00 |
| Accommodated Partial (1-2 subtests) 1:1 ratio | \$113.00 |
| Accommodated Partial Extended Time (1.25x) | \$141.00 |
| Accommodated Partial Extended Time (1.5x) | \$169.00 |
| Accommodated Partial Extended Time (2x) | \$225.00 |

HSE/TASC™ Test Center Reimbursement Form-Upstate
For TSAs Other Than Bronx, Kings, New York, Queens, Richmond, Nassau, Suffolk,
Westchester, Putnam and Rockland

| Section A: Regular Test Reimbursement | |
|---|-------------------------|
| English Reimbursement for paper-based and computer-based test administration | Rate |
| Full & Partial Examinees | \$25/examinee |
| Small Group (<9) | \$225/session |
| Spanish Reimbursement for paper-based and computer-based test administration | Rate |
| Full & Partial Examinees | \$25/examinee |
| Small Group (<9) | \$225/session |
| Section B. Accommodated Test Reimbursement | |
| English Reimbursement | Rate Per Session |
| Accommodated Full/Small Group | \$225.00 |
| Accommodated Full (3-5subtests) 1:1 ratio | \$225.00 |
| Accommodated Full Extended Time (1.25x) | \$250.00 |
| Accommodated Full Extended Time(1.5x) | \$300.00 |
| Accommodated Full Extended Time (2x) | \$400.00 |
| Accommodated Partial(1-2 subtests)1:1 ratio | \$113.00 |
| Accommodated Partial Extended Time (1.25x) | \$125.00 |
| Accommodated Partial Extended Time(1.5x) | \$150.00 |
| Accommodated Partial Extended Time (2x) | \$200.00 |
| Spanish Reimbursement | Rate Per Session |
| Accommodated Full/Small Group | \$225.00 |
| Accommodated Full (3-5subtests) 1:1ratio | \$225.00 |
| Accommodated Full Extended Time (1.25x) | \$250.00 |
| Accommodated Full Extended Time (1.5x) | \$300.00 |
| Accommodated Full Extended Time (2x) | \$400.00 |
| Accommodated Partial (1-2 subtests)1:1 ratio | \$113.00 |
| Accommodated Partial Extended Time (1.25x) | \$125.00 |
| Accommodated Partial Extended Time(1.5x) | \$150.00 |
| Accommodated Partial Extended Time (2x) | \$200.00 |

**Appendix C-1
PAYMENT AND REPORTING SCHEDULE**

Contract No. C012570

Contract Value: \$19,977.00

In full consideration for the services to be provided by the Contractor to the State under the terms of this agreement, the State agrees to reimburse the Contractor at the rates as specified in Appendix B Budget. The Contractor shall be reimbursed for approved expenditures for services provided as described in Appendix D-Program Work-Plan.

All agencies testing large groups, i.e. nine or more individuals, under standard time conditions (see RFP Chart 2) will be reimbursed at the rate of twenty-five dollars (\$25.00) per examinee for partial or full test administration up to a maximum amount of seventy-five dollars (\$75.00) per the same examinee in a calendar year. The same rates apply for paper based and computer based tests and for English and Spanish tests. A test session is the administration of up to five subtests conducted at a test center within an eight day period. The eight day period may be waived for special accommodations. Examinees are limited to 3 test sessions annually.

A test session under standard time conditions, with less than nine (9) examinees is considered a regular small group session. An applicant may schedule for all of their public test sites up to four (4) regular small group sessions, i.e. one regular small group session per quarter for the calendar year. In accordance with both the Downstate and Upstate HSE/TASC™ Testing Center Reimbursement Form, HSE test centers will be reimbursed for regular small group administration at a rate of \$225 per session.

Accommodated Testing Reimbursement rates are provided on the HSE/TASC™ Testing Center Reimbursement Form in Section B and lists rates associated with the types of approved accommodations. The rates listed are per test session.

When scheduling small group sessions for examinees that are approved for the same or similar accommodations i.e. small group and/or extended time, the rate reimbursed for the session would be the highest rate associated with the individual accommodation for extended time. For example, if 4 individuals all received the accommodation of small group setting and one of individuals also had approved double time; the reimbursement rate for that small group administration would be \$450.00 downstate and \$400.00 upstate. In some cases the number of individuals per session may equal one. This scenario occurs when the approved accommodation is for a private (1:1) room.

Reimbursement claims are completed by the TASC™ Test Coordinator by completing a Standard Voucher and either the HSE/TASC™ Testing Center Reimbursement Form-Downstate or the HSE/TASC™ Testing Center Reimbursement Form-Upstate depending on the test center's TSA location. The Standard Voucher form may be downloaded from <http://www.osc.state.ny.us/agencies/ac92standvou.pdf>. One Standard Voucher should be submitted for each month in which the TASC™ test was administered. The voucher should be

inclusive of all testing done within the month and should only apply to that month. Vouchers must have an original signature; rubber stamps or electronic signatures are not accepted. For months where there was no testing, an email correspondence notifying NYSED staff will suffice as verification that no voucher will be submitted for that month.

Payments shall be made upon receipt of vouchers or invoices in a form and having a 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. Notwithstanding the foregoing provisions of this paragraph, no further payment will be made by the State unless and until all of the services required of the Contractor have been made to the satisfaction of the Commissioner of Education. Payment by the State will be made in the ordinary course of State business upon receipt of properly prepared vouchers.

The voucher along with the appropriate HSE/TASC™ Test Center reimbursement form must be submitted within 30 days from the last test date in that particular month. For example, if the test center has scheduled the following test dates for January 2016 i.e. 7-8, 12-13 and 20-21, the January 2016 voucher should be submitted no later than February 20, 2016 and will be inclusive of all the testing dates in January. The HSE/TASC™ Testing Center Reimbursement Form substantiates the reimbursement amount of the voucher. Vouchers submitted for reimbursement past 30 days from the testing date face the risk of not being approved for payment. Vouchers for payment should be submitted to the New York State Education Department, ACCES; Adult Education Programs and Policy Team, HSE Testing Unit, 89 Washington Avenue Room 460EBA, Albany, New York 12234.

Information for payments processed on behalf of this Agreement is available at:
<http://www.eservices.nysed.gov/paymenthistory/index.jsp>.



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

FISCAL MANAGEMENT

89 Washington Avenue - Room 503W EB, Albany, NY 12234

RECEIVED BY:

JAN 19 2018

January 16, 2018

CVES
BUSINESS OFFICE

Dr. Mark Davey

Clinton-Essex-Warren-Washington BOCES
P.O. Box 455
Plattsburgh, NY 12901-0455

RECEIVED

JAN 19 2018

OFFICE OF DISTRICT SUPT.
CEWW BOCES

Dear Dr. Davey:

Enclosed herewith is an executed and approved copy of the amendment to the agreement between this Department and Clinton-Essex-Warren-Washington BOCES, Contract No. C012570.

You are advised that no employee or officer of the State Education Department has the authority to modify this agreement. Modifications to the attached agreement must be approved and filed in the Office of the State Comptroller. Any work that is performed outside that which is included in this agreement is being performed at your risk.

Sincerely,

Michelle Gamble
Contracts Administrator

Enclosures

cc: Nancy DeLaMater
Nancy Chacho

ENC. 11

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

1. Name: Madeline Seller
Tenure Area: Special Education
Position: Special Education Teacher
Effective Date: May 9, 2019
Tentative Tenure Date: May 9, 2023
Certification Status: Students With Disabilities (Birth-Grade 6), Early Childhood Education (Birth-Grade 6),
Annual Base Salary: \$43,645.00
Pro-Rated Salary: \$7,419.62
2. Name: Penny Comes
Tenure Area: Teaching Assistant
Position: Teaching Assistant
Effective Date: May 9, 2019
Tentative Tenure Date: May 9, 2023
Certification Status: Teaching Assistant Level 1
Annual Base Salary: \$20,841.00
Pro-Rated Salary: \$3,542.94

(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. 12

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

1. Name: Mary Laduke
Position: Cook Manager
Effective Date: September 1, 2019
Tentative Permanent Date: September 1, 2020
Annualized Salary: \$25,500.00
2. Name: Angela Vanderbogart
Position: Food Service Helper
Effective Date: September 1, 2019
Tentative Permanent Date: September 1, 2020
Annualized Salary: \$16,516.00 (Salary will increase once contractual agreement of 18-19 and 19-20 is approved.)

ENC. 12 CONTINUED

3. Name: Michael Mastic
Position: Groundskeeper
Effective Date: May 20, 2019
Tentative Permanent Date: May 20, 2020
Annualized Salary: \$29,421.00
Prorated Salary: \$3,394.73

4. Name: Angie Lecuyer
Position: Teacher Aide/Student Aide
Effective Date: May 13, 2019
Tentative Permanent Date: May 13, 2020
Annualized Salary: \$15,976.00
Prorated Salary: \$2,569.01

ENC. 13

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

1. Jeffery Coon, Building Maintenance Mechanic/ Heating & Ventilating Mechanic, Effective October 30, 2018

ENC. 14

Recommend that the Board appoint the following person to a part-time hourly appointment for the 2019-2020 school year:

Food Service Helper Hourly (\$12.00/hour)
Irvin German

ENC. 15

Recommend that the Board approve the following list of Facilitators for the period of May 9, 2019 through June 30, 2019:

Facilitator (\$30.00/hour)
Athena Angelos
Donna Wyant
Jennifer Daniels

ENC. 16

Recommend that the Board approve the following list of Substitute and Temporary-On-Call appointments for the 2018-19 school year:

| <u>Name</u> | <u>Position</u> |
|----------------|---------------------------|
| Breanna Harris | Teacher Aide/Student Aide |
| Elora Romano | Teaching Assistant |
| Breanna Harris | Teaching Assistant |
| Tracey Luoma | Teaching Assistant |
| Janice Hart | Teaching Assistant |
| Breanna Harris | Teacher |
| Tracey Luoma | Teacher |

ENC. 17

Recommend that the Board authorize the following individual(s) to collect money as noted for the remainder of the 2018-19 school year, this individual will be responsible for collecting money for the Mineville Campus Cafeteria:

Mineville Campus Cafeteria

Adele Huchro - Collection of Cafeteria Sales Income

ENC. 18

Recommend that the Board approve the following resolution:

BE IT RESOLVED, upon the recommendation of the District Superintendent, the CVES Board approves the District Superintendent to sign the Memorandum of Agreement between Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the CEWW BOCES 12-Month Support Staff, dated March 25, 2019, whereas the title of Groundskeeper is being created in the CEWW BOCES 12-Month Support Staff Unit.

ENC. 19

Recommend that the Board approve the following Request for Approval of Attendance to Conference/Workshop for the following Board Members:

Linda Gonyo-Horne

Rural Schools Association Summer Conference

July 7-9, 2019 Otesaga Resort, Cooperstown, NY (overnight accommodations needed)

ENC. 18

MEMORANDUM OF AGREEMENT
Between
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
of
CLINTON, ESSEX, WARREN, WASHINGTON COUNTIES

And

THE CHAMPLAIN VALLEY EDUCATIONAL SERVICES 12-MONTH SUPPORT STAFF

March 25, 2019

WHEREAS, the title of Groundskeeper is now being created by BOCES, and the parties desire to include that position within the negotiations unit represented by 12 Month Support Staff Unit pursuant to Article 2, paragraph C, of the parties' collective bargaining agreement for the term July 1, 2016 through June 30, 2019 (herein the "CBA"); and

WHEREAS, the parties have met and conferred as to the terms and conditions of employment of such title;

NOW, THEREFORE, except as revised or amended below, the language of the CBA will continue in full force and effect with respect to the added title. The agreed-upon revisions will be effective upon ratification by the parties and will continue thereafter in any successor agreement until changed by agreement of the parties.

1. ARTICLE 2: Change provisions to add Groundskeeper to list of positions that follow the statement below:
 - A. The BOCES hereby recognizes the SSE as the sole and exclusive bargaining agent for the personnel employed at least 50% in any one of the following titles:
2. ARTICLE 4: Change provisions to add Groundskeeper to list of positions in chart of Article 4, paragraph A, that follow the statement below:
 - A. The workday for the following day shift employees will be eight (8) hours per day exclusive of an unpaid minimum meal break of one-half (1/2) hour:
3. ARTICLE 20: SALARY

The minimum entry level salary for the title of Groundskeeper for the 2018-2019 school year shall be \$29,421. For school years after the 2018-2019 school year, the salary for the Groundskeeper position shall be as established by the collective negotiations for the successor to the parties' 2016-2019 agreement.

Schedule A shall be amended to list Groundskeeper with the same minimum entry level salary as a new Custodial Worker for 2018-2019 (\$29,421).

4. Other Matters:

- (1) All other CBA provisions: Unless specifically qualified here, employees in the title of Groundskeeper shall receive all contractual benefits.

Agreed and accepted:

FOR BOCES:

Dr. Mark Davey
District Superintendent

Date: _____

FOR 12-month support:



Kim Wimett
Unit President

Date: 4-3-19

ENC. 20

Recommend that the Board approve the following CVES Board Meeting dates for the 2019-20 school year:

July 10, 2019 – Mineville
August 21, 2019 – Plattsburgh
September 11, 2019 – Mineville
October 9, 2019 – Plattsburgh
November 13, 2019 – Mineville
December 11, 2019 – Plattsburgh
January 8, 2020 – Mineville
February 12, 2020 – Plattsburgh
March 11, 2020 – Mineville
April 8, 2020 – Plattsburgh
May 13, 2020 – Mineville
June 10, 2020 – Plattsburgh

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
DA: May 1, 2019
RE: May 2019 Board Report

PARENT DASHBOARD

The New York State Education Department (NYSED) is developing a Parent Dashboard to increase transparency and make information about school performance and other school-level data easier for parents and the public to access. This is part of New York's ESSA Plan (<http://www.nysed.gov/essa/nys-essa-plan>).

SED is gathering feedback from parents and stakeholders to guide the work of developing the Parent Dashboard. NYSED will use this feedback to identify the data that is most useful to parents and the public. The Department is asking parents to please complete a five-minute survey (<http://www.nysed.gov/essa/parent-dashboard-survey>) and tell them how they can make the Parent Dashboard as useful as possible. The survey is available in multiple languages. Additional translations will be posted as they become available.

All districts are being encouraged to have their parents complete the survey.

NEW YORK STATE EDUCATION DEPARTMENT LAUNCHES INTERACTIVE ONLINE FAFSA TRACKER

The State Education Department launched a new online tool to track completion rates for Free Application for Federal Student Aid (FAFSA) submissions that will provide schools and districts with information and valuable insight to encourage and assist students with completing and filing the FAFSA form. The New York State FAFSA Tracker (<https://newyork.fafsatracker.com/>) allows users to view the overall number of completed applications for high schools across the state and compare them with their peers. Users are also able to view application progress trends year-to-year or review weekly, monthly and year-to-date rankings of schools.

According to the National Center for Education Statistics, FAFSA completion is a critical indicator of postsecondary enrollment. Data suggests that 90 percent of high school seniors who complete the

FAFSA attend college directly from high school, compared to just 55 percent of FAFSA non-completers. Additionally, research shows that in 2018 alone, New York students lost out on more than \$152 million in college aid by not filling out the FAFSA.

Filing the FAFSA form is required for students to receive access to certain student aid programs such as the federal Pell Grant and federal student loans. The form is also used by New York State resident students to apply for the State's Tuition Assistance Program (TAP), Excelsior Scholarship, and other state financial aid programs. FAFSA is also used by several colleges and universities for awarding institution-based aid.

The FAFSA Tracker website is a free service provided by Data Insight Partners in support of the advancement of students in New York. Data Insight Partners believes that accurate, easy-to-use data leads to better decisions in support of students' learning.

STATE EDUCATION DEPARTMENT PROPOSES CHANGES TO ENHANCE TEACHER PREPARATION PROGRAMS TO BETTER SERVE ENGLISH LANGUAGE LEARNERS: PROPOSED AMENDMENTS WOULD REQUIRE AT LEAST THREE SEMESTER HOURS OF STUDY IN LANGUAGE ACQUISITION AND LITERACY DEVELOPMENT FOR ELLS

The State Education Department proposed regulatory changes (<http://www.regents.nysed.gov/common/regents/files/419p12hed2.pdf>) that would require teacher preparation programs in certain subject areas to dedicate at least three of the currently required six semester hours in language acquisition and literacy development to language acquisition and literacy development of English language learners (ELLs). The revision would apply to registered programs beginning on September 1, 2022.

A three-semester hour course would address topics such as ELL instructional needs, co-teaching strategies, and integrating language and content instruction for ELLs. Teacher preparation programs affected by this revision prepare teachers of:

- early childhood education, childhood education, middle childhood education, and adolescence education;
- teachers of students with disabilities, students who are deaf or hard-of-hearing, students who are blind or visually impaired, and students with speech and language disabilities;
- teachers of English to speakers of other languages; and
- library media specialists.

To provide teacher preparation programs with sufficient time to align their program requirements with the proposed amendment, the revision would apply to registered programs beginning on September 1, 2022.

Since the coursework requirements for the individual evaluation pathway (<http://www.nysed.gov/news/2018/state-education-department-proposes-rule-allow-individual-evaluation-certain-teaching>) for certification are based on the educational study requirements for New York State approved teacher preparation programs, the Department also proposes to change the pathway requirements for the certificate titles in the subject areas listed above from six semester hours in teaching literacy skills to three semester hours of study in language acquisition and literacy development of ELLs and three semester hours of teaching literacy skills. This revision would be effective for candidates who apply through individual evaluation pathway for certification after

September 1, 2026 to match the implementation timeline for the proposed revisions in the teacher preparation programs.

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: April 29, 2019
RE: May 2019 Board Report

Ms. Jennifer Gero selected as a 2019 CTE Teacher Recipient of the Special Recognition Award by the New York State Association of Career & Technical Education Administrators!



CV-TEC New Visions Medical Careers Teacher, Jennifer Gero has been selected as a 2019 CTE Teacher Recipient of the Special Recognition Award from the New York State Association of Career & Technical Education Administrators (ACTEA). The award is designed to recognize special contributions to Career & Technical Education by its members and professionals who have furthered the aims and objectives for youth and adults in New York State. Ms. Gero was honored at a Special Awards Reception on Thursday, April 11th at the association's Annual Conference in Albany, NY where she was presented with the award.

In 2016, Ms. Gero was awarded a 4-year fellowship as a NYS Master Teacher. She is the only Career and Technical Education teacher in New York State to receive this honor. She has been employed by CV-TEC for 11 years and was the founding instructor of the highly successful New Visions: Medical Careers program. Dr. Davey commented, "Jen is in a class of her own as an educator. I applaud the acknowledgement of this exceptionally skilled professional. Her program integrates academics and knowledge of clinical practices, enabling her students to experience various aspects of several medical professions, allowing them to pursue potential career fields with a greater depth of understanding. Her New Visions: Medical Careers program is recognized as an exemplary program. Her students have gone on to achieve their goals of attending college in their chosen fields, and have benefitted greatly from the preparation that Ms. Gero has given them."

Team CV-TEC is very proud of Ms. Gero and her recognition of her educational accomplishments and impact!

CV-TEC Hosts Open Houses on All Campuses

The CV-TEC Mineville Campus and the CV-TEC Plattsburgh Main and Satellite Campuses all hosted extremely successful Open Houses/Alumni Nights on April 4th and April 9th, respectively. The events included student demonstrations, and agency informational tables. The estimated nearly 700 visitors between all locations had the opportunity to tour the facilities and meet directly with CTE instructors. The events were featured in a recent two-page spread in the Business Section of the Press Republican.



CV-TEC SkillsUSA Students Excel at 2019 New York State SkillsUSA Competitions



SkillsUSA is a student leadership organization for students training in trade, industrial, and health occupations with over 350,000 members nationwide annually. Our CV-TEC students participated in career and technical education competitions focusing on their particular trade area and in leadership competitions including Prepared Speech and Promotional Bulletin Board! Three students represented our center as part of the New York State Security Corps. GREAT JOB TEAM CV-TEC!

Forty-seven CV-TEC students accompanied by the SkillsUSA

Advisory Team, competed at the annual NYS SkillsUSA Championships held on April 24-26, 2019 in Syracuse, NY along with 2,500 other Career & Technical Education students from around the state. Ten CV-TEC students were awarded medals:

- **GOLD MEDAL & NYS Champion:** Architectural Drafting, Damien Z (Digital Art & Design, Peru)
- **GOLD MEDAL & NYS Champions:** 3-D Visualization Animation, Ian (Digital Art & Design, PHS) & Donald (Digital Art & Design, NCCS)
- **Silver Medal:** Technical Drafting, Perry D (Digital Art & Design, NCCS)
- **Bronze Medal:** Health Knowledge Bowl Team (Allied Health & New Visions Medical: Kaya, Savanna, Jonathan, Joshua, Moriah HS)
- **Bronze Medal:** NYS Pin Design, Jacobi B (Digital Art & Design, BCS)
- **Bronze Medal:** Health Occupations Portfolio, Taylor S (Allied Health, Crown Point)

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: May, 2019
Re: Board of Cooperative Educational Services Report

Bonnie Berry

Special Education Division's Classroom & Schoolwide Events

Construction by a CV TEC Student



CVTEC Construction student, David Janisse, is a junior carpenter whose design for sensory kickbars has been used by the classrooms in WAF. David worked with Mr. Drew, his CVTEC teacher, to design the device that can assist seated children in getting their wiggles out while staying on task at their desks. According to David, "It was a great idea to help a lot of kids." When asked about challenges with construction, "The S hooks didn't work out so well. We moved to zip ties and they worked like a charm....30 seconds to attach!" Last summer David built a sandbox under the playground awning that featured a bench. He is willing to help us with other physical constructs as time goes on. We are happy to have the opportunity to work so closely with our CVTEC division.

Wear Blue for Autism



Wear blue for Autism was April 2nd. WAF staff wore blue for the annual picture and thank you to Mr. Bell for coming in dressed in blue! During April our Puzzle Solver team had many fundraisers for the Autism Alliance Walk the first weekend in May. Raffle baskets were



donated and staff and parents had a chance to win one.



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

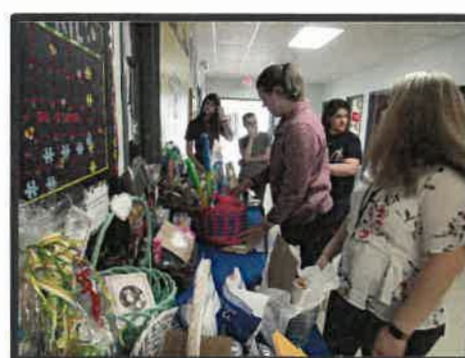
SPECIAL EDUCATION DIVISION

Plattsburgh Campus, 518-561-0100 FAX 518-561-5624
 Mineville Campus, 518-942-6691 FAX 518-942-3368

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.

There was also a fundraiser at Texas Roadhouse on the 28th and sensory movies at Cinema 12. The Roadhouse event was kid friendly and had many activities for the kiddos with a lottery ticket raffle and chances to win up to \$265,000 and 1,000 for life! Folks were encouraged to save image to their phones or print them out and show at the door when they arrived. They earned 15% off the bill and the funds were donated to the Autism Alliance of the Northeast at the Autism Walk the following Saturday! The team will be at the walk in their new 2019 Autism Support T-Shirts. The annual luncheon was on the 26th. Next month we will have an update on funds raised!

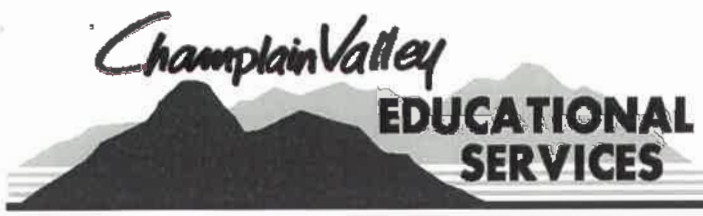


PBIS Activities at WAF



PBIS puts students first

April 3 marked the anniversary of the first documented ice cream sundae! To celebrate, PBIS sponsored "Follow the Rainbow to the Ice Cream Sundae." Student-created rainbows formed a path from the lobby to the cafeteria. Thanks to the creativity of Ms. Amanda Gebhart, along the way



P.O. Box 455, Plattsburgh, NY 12901 www.cves.org
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SPECIAL EDUCATION DIVISION

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Mineville Campus, 518-942-6691 FAX 518-942-3368

CVES MISSION

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students practiced movements like lunges and hopping to build physical fitness. Upon arrival, students in Work Experience dished up ice cream for a *Make Your Own Sundae* extravaganza. Our annual *Egg Hunt* proceeded with a visit from the Easter Bunny, courtesy of a Malone CSD student volunteer in Mr. Mazzella's class. Each student identified 6 colored eggs and placed them in the color-coded carton. On April 25, the bonus egg "red ticket" will be redeemed for an ice cream cone, once again courtesy of our High School Life Skills Work Team.

Our upcoming activity for Earth Day is the *#Trashbag Challenge*. Each class will be assigned an area on campus that needs some TLC. A trash bag will be given for picking up litter. Before and after photos will be taken so that we can collectively celebrate our efforts to care for Mother Earth. Stay tuned for pictures in the next Newsletter.



Maple Season Grants Leadership Opportunity

Students from Ausable and Beekmantown led the way for our elementary classes to learn about New York State maple syrup making. Two 5th graders in Mr. Fish's researched how Native Americans collected sap and prepared illustrations of maples and sugar shacks. After distributing Maple Activity Books, they presented their research to each class, door to door. They offered all staff and students a sample of this year's syrup, courtesy of Mrs. Parker at CVTEC.

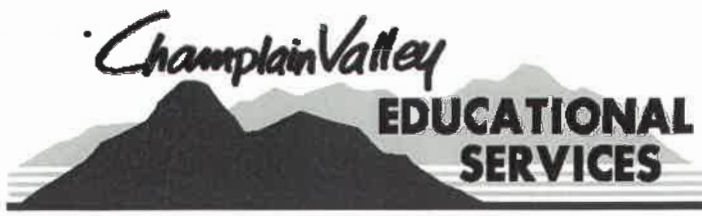
High School Life Skills Project- Based- Learning

The essential question that drives instruction in Ms. Lawrence's High School Life Skills class is *how can we use technology to further our future career?* Students are learning to use **Excel** to compose cover letters and resumes. Each has created a detailed portfolio that will include a career plan, employability profile, work samples, awards, and volunteer work. She states, "I want our students to have a realistic view of the wide variety of skills needed to go out into the work world." Ms. Lawrence has a knack for fine tuning the details.

Art in the Community

Ms. Roxana Palmer is celebrating *Nurse's Recognition Week* by having each student and staff member at WAF create a colorful feather. The grand finale will be a glorious set of wings with the heading, "Nurses are Angels." This will be given to the CVPH Hospital for display.





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SPECIAL EDUCATION DIVISION

Plattsburgh Campus, 518-561-0100 FAX 518-561-5624
Mineville Campus, 518-942-6691 FAX 518-942-3368

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.

Mineville Activities

Mineville Blue Bird House Project



Mr. Brad Rascoe, retired teacher from Westport, came to Mineville to help our students construct Blue Bird houses for their yards. The students did a great job, as you can see, and enjoyed the hands on activity. We thank Mr. Rascoe for his generous help with this project!

Easter Egg Decorating Fun at Mineville



Mineville students participated in Easter Egg dying prior to the break.



**CEWW BOCES
SPECIAL AID FUND PROGRAMS REVIEW
STATUS EVALUATION
2018/2019**

| Coser | FINAL | | | | | | | | | |
|---|--------------------------------|---|--------------------------------|---------------------------------------|---|--|----------------------------|------------------------------------|-------------------------------------|--|
| | 921-2019 | 924-2019 | 925-2019 | 927-2018 | 927-2019 | 944-2019 | 947-2019 | 949-2019 | 950-2019 | |
| Program Description | NSLP Equipment Assistance | Regional Food Bank of NENY Backpack Program | RSE-TASC | Core Rehabilitation Services | Core Rehabilitation Services | Early College High School Program and Pathways | SLS Operating Aid | SLS Categorical Aid for Automation | EPE | |
| Approved Budget | \$ 14,152 | \$ 1,281 | \$ 214,530 | \$ 322,290 | \$ 412,800 | \$ 150,000 | \$ 102,694 | \$ 10,419 | \$ 382,250 | |
| Revenue Available/Earned | \$ 14,152 | \$ 2,525 | \$ 214,530 | \$ 377,143 | \$ 34,913 | \$ 150,000 | \$ 96,991 | \$ 9,698 | \$ 279,857 | |
| Prior Year Rollover | - | - | - | 81,039 | - | - | 5,703 | 720 | - | |
| Expenditures to-date | (14,152) | (1,281) | (22,771) | (262,235) | (89,742) | - | (81,662) | (6,573) | (248,521) | |
| Est.Encumbrances to-date (including indirect cost)* | - | - | (2,117) | (5,585) | (81,702) | - | (19,541) | (2,093) | (85,630) | |
| Unexpended Balance | \$ - | \$ 1,244 | \$ 189,642 | \$ 190,362 | \$ (136,531) | \$ 150,000 | \$ 1,491 | \$ 1,753 | \$ (54,294) | |
| Percentage Utilized | 100% | 100% | 12% | 83% | 42% | 0% | 99% | 83% | 87% | |
| Grant Program Ending: | 7/31/2019 | 6/30/2019 | 6/30/2019 | 12/31/2018 | 12/31/2019 | 6/30/2019 | 6/30/2019 | 6/30/2019 | 6/30/2019 | |
| Finance Approval Obtained: | 8/13/2018 | 2/13/2019 | 11/6/2018 | 12/17/2014 | 2/7/2019 | 2/22/2019 | 6/8/2018 | 7/2/2018 | 9/13/2018 | |
| Director: | Bell | Berry | Gray | Berry | Berry | Gray | Gray | Gray | Friedman | |
| ***** | | | | | | | | | | |
| Coser | 952-2019 | 954-2019 | 956-2019 | 959-2019 | 963-2019 | 992-2017 | 965-2019 | 996-2019 | 997-2019 | |
| Program Description | WIOA, Title II, Adult Basic Ed | 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 | WIOA Title II, Corrections | NYS Basic Literacy- JCEO | NYS Basic Literacy- One Work Source | |
| Approved Budget | \$ 60,182 | \$ 111,473 | \$ 51,378 | \$ 300,000 | \$ 140,000 | \$ 68,571 | \$ 109,971 | \$ 125,000 | \$ 125,000 | |
| Revenue Available/Earned | \$ 60,182 | \$ 111,473 | \$ 47,366 | \$ 19,000 | \$ 63,500 | \$ 68,571 | \$ 109,971 | \$ 125,000 | \$ 125,000 | |
| Prior Year Rollover | - | - | 4,012 | 76,257 | 12,955 | - | - | - | - | |
| Expenditures to-date | (42,689) | (76,217) | (40,926) | (23,536) | (56,018) | (67,267) | (58,544) | (94,453) | (91,278) | |
| Est.Encumbrances to-date (including indirect cost)* | (17,271) | (34,333) | (5,998) | (87,723) | (5,005) | - | (39,495) | (30,358) | (30,816) | |
| Unexpended Balance | \$ 222 | \$ 923 | \$ 4,454 | \$ (16,002) | \$ 15,432 | \$ 1,304 | \$ 11,932 | \$ 189 | \$ 2,906 | |
| Percentage Utilized | 99.6% | 99% | 91% | 37% | 44% | 98% | 89% | 99.8% | 98% | |
| Grant Program Ending: | 6/30/2019 | 6/30/2019 | 6/30/2019 | 9/30/2019 | 3/31/2019 | 3/31/2019 | 6/30/2019 | 6/30/2019 | 6/30/2019 | |
| Finance Approval Obtained: | 10/22/2018 | 8/8/2018 | 6/8/2018 | 11/30/2018 | 6/13/2018 | 2/4/2016 | 11/2/2018 | 11/9/2018 | 11/5/2018 | |
| Director: | Friedman | Friedman | Gray | Friedman | Friedman | Gray | Friedman | Friedman | Friedman | |

*Includes total unpaid salary and related benefits allocated to the program through year-end.

**Project Finance Approval Pending with Agency.