

**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 SPECIAL EDUCATION GYM IN PLATTSBURGH ON  
DECEMBER 11, 2019, PROPOSED EXECUTIVE SESSION AT 7:30P.M. – MEETING TO FOLLOW**

- |           |   |
|-----------|---|
| No Action | 1. CALL TO ORDER: BOARD PRESIDENT                           |
|           | a. The Pledge of Allegiance                                 |
|           | b. Roll Call of Board Members                               |
|           | c. Introduction of All Present                              |
| No Action | 2. EXECUTIVE SESSION  |
| No Action | 3. INTRODUCTION OF ALL PRESENT                              |
| No Action | 4. OPINIONS AND CONCERNS FROM THE AUDIENCE                  |
| No Action | 5. BUDGET COMMITTEE UPDATE – Dr. Mark Davey & Mr. Eric Bell |
| No Action | 6. AUDIT COMMITTEE HIGHLIGHTS/UPDATE – Mr. Eric Bell        |
|           | a. Corrective Action Plan & Audit Response (Enc. 1)         |
| No Action | 7. CAPITAL PROJECT UPDATE -- Dr. Mark Davey & Mr. Eric Bell |
| No Action | 8. COMMISSIONER’S ROUNDTABLE UPDATE – Mr. Ed Marin          |
| Action    | 9. MINUTES OF PREVIOUS MEETING                              |
|           | a. November 13, 2019 (Enc. 2)                               |
|           | 10. CONSENT AGENDA FINANCIAL                                |
| Action    | a. Certification of Warrant (Enc. 3)                        |
| Action    | b. Treasurer’s Report (Enc. 4)                              |
| Action    | c. Budget Increases (Enc. 5)                                |
| Action    | d. Cross Contracts (Enc. 6)                                 |
| Action    | e. Special Aid Fund Project Increases (Enc.7)               |
| Action    | f. Special Aid Fund Projects (Enc. 8)                       |
| Action    | g. Contractor/Consultant Agreements (Enc. 9)                |
| Action    | h. Adult Education Sponsorship Agreement (Enc. 10)          |
| Action    | i. Agreement for Services (Enc. 11)                         |
| Action    | j. Contract Agreement (Enc. 12)                             |
| Action    | k. Agreement (Enc. 13)                                      |
| Action    | l. Proposals (Enc. 14)                                      |
| Action    | m. Amendments (Enc. 15)                                     |
| Action    | n. Petty Cash Funds (Enc. 16)                               |
|           | 11. OLD BUSINESS  |
| No Action | a. None this month  |

12. CONSENT AGENDA PERSONNEL

- |        |    |  |
|--------|----|--|
| Action | a. | Resignations for the Purpose of Retirement (Enc. 17) |
| Action | b. | Resignations (Enc. 18)                               |
| Action | c. | Leave of Absence (Enc. 19)                           |
| Action | d. | Four-Year Probationary Appointment (Enc. 20)         |
| Action | e. | Civil Service Probationary Appointments (Enc. 21)    |
| Action | f. | Permanent Appointments (Enc. 22)                     |
| Action | g. | Temporary Appointment (Enc. 23)                      |
| Action | h. | Part-Time Appointment (Enc. 24)                      |
| Action | i. | Substitutes (Enc. 25)                                |
| Action | j. | Adult Education Instructors (Enc. 26)                |

13. BOARD OF COOPERATIVE EDUCATIONAL SERVICES

- |        |    |  |
|--------|----|--|
| Action | a. | Rate Approval of the Deputy Treasurer of the Board (Enc.27)        |
| Action | b. | Memorandum of Agreement with CVES 12-Month Support Staff (Enc. 28) |
| Action | c. | Request for Approval to Attend Conference/Workshop (Enc. 29)       |

14. NEW BUSINESS

- |           |    |                 |
|-----------|----|-----------------|
| No Action | a. | None this month |
|-----------|----|-----------------|

No Action      15. STRATEGIC PLAN UPDATE

No Action      16. DISTRICT SUPERINTENDENT'S UPDATE

No Action      17. OTHER

No Action      18. NEXT BOARD MEETING

Wednesday, January 8, 2020, at the Yandon-Dillon Center at the Mineville Campus –  
Proposed Executive Session at 6:30 p.m. – Meeting to follow.

No Action      19. REPORTS FROM DIRECTORS (Enc. 30)

Action          20. 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**

December 11, 2019	Audit Committee Meeting – John Harold Center, Plattsburgh 5:00 p.m.
December 11, 2019	Board Meeting – John Harrold Center, Plattsburgh – 7:30 p.m.
January 8, 2020	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
January 28, 2020	Board Budget Committee Meeting – Analyze/Discuss Preliminary 2020-21 Budgets – Finalize Draft Budgets – ISC, Plattsburgh - 7:00 p.m.
February 12, 2020	Audit Committee Meeting – Instructional Services Center, Plattsburgh 5:00 p.m.
February 12, 2020	Board Meeting/Budget Presentations – ISC, Plattsburgh – 6:30 p.m.
February 13-15, 2020	AASA Convention – San Diego, CA
March 11, 2020	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
March 26, 2020	CV-TEC Open House – Plattsburgh – 6:00 p.m.
April 4-6, 2020	NSBA Convention – Chicago, IL
April 7, 2020	CV-TEC Open House – Mineville – 6:00 p.m.
April 8, 2020	Annual Meeting – ISC, Plattsburgh – 6:30 p.m.
April 23, 2020	Election of CVES Board Members and Vote on Administrative Budget
May 12, 2020	NTHS Ceremony – Rainbow Banquet Hall, Altona – 7:00 p.m.
May 13, 2020	Audit Committee Meeting – Yandon-Dillon Center, Mineville 5:00 p.m.
May 13, 2020	Board Meeting – Yandon-Dillon Center, Mineville – 6:30 p.m.
May 20, 2020	NTHS Ceremony – Moriah High School Auditorium – 7:00 p.m.
May 27, 2020	SkillsUSA Awards Banquet – Butcher Block – 6:00 p.m.
June 10, 2020	Board Meeting – Instructional Services Center, Plattsburgh – 6:30 p.m.
June 11, 2019	Yandon-Dillon Graduation Ceremony – Mineville Campus – 11:00 a.m.
June 11, 2020	No. Country Loggers Awards Banquet – 6:00 p.m.
June 12, 2020	WAF Graduation Ceremony – SUNY Giltz Auditorium – 9:30 a.m.
June 13, 2020	HSED Graduation – Westside Ballroom – 1:00 p.m.
June 23, 2020	CV-TEC Plattsburgh Graduation Ceremony – SUNY Field House – 7:00 p.m.
June 24, 2020	CV-TEC Mineville Graduation Ceremony – Moriah Central School – 7:00 p.m.

## **MOTIONS TO ENTER INTO EXECUTIVE SESSION**

1. A MATTER WHICH WILL IMPERIL THE PUBLIC SAFETY IF DISCLOSED
2. A MATTER WHICH MAY DISCLOSE THE IDENTITY OF A LAW ENFORCEMENT AGENT OR INFORMER
3. A MATTER OF INFORMATION RELATING TO A CURRENT OR FUTURE INVESTIGATION OR PROSECUTION OF A CRIMINAL OFFENSE WHICH WOULD IMPERIL EFFECTIVE LAW ENFORCEMENT IF DISCLOSED
4. A MATTER OF DISCUSSION REGARDING PROPOSED, PENDING OR CURRENT LITIGATION
5. A MATTER OF COLLECTIVE NEGOTIATIONS PURSUANT TO ARTICLE 14 OF CIVIL SERVICE LAW (THE TAYLOR LAW)
6. A MATTER OF THE MEDICAL, FINANCIAL, CREDIT OR EMPLOYMENT HISTORY OF A PARTICULAR PERSON OR CORPORATION, OR MATTERS LEADING TO THE APPOINTMENT, EMPLOYMENT, PROMOTION, DEMOTION, DISCIPLINE, SUSPENSION, DISMISSAL OR REMOVAL OF A PARTICULAR PERSON OR CORPORATION
7. A MATTER OF THE PREPARATION, GRADING OR ADMINISTRATION OF EXAMINATIONS
8. A MATTER OF THE PROPOSED ACQUISITION, SALE OR LEASE OF REAL PROPERTY OR THE PROPOSED ACQUISITION OF SECURITIES, OR SALE OR EXCHANGE OF SECURITIES HELD BY THE SCHOOL DISTRICT IF SUCH DISCUSSION PUBLICITY WOULD SUBSTANTIALLY AFFECT THE VALUE THEREOF
9. A MATTER RELATED TO A SPECIFIC STUDENT OF THE DISTRICT

## **ENC. 1**

Recommend that the Board approve the Corrective Action Plan for the 2018-19 Annual Independent Audit Management Letter Comments. (Attached)

## **ENC. 2**

Recommend that the Board approve the Draft Minutes from the November 13, 2019 Regular Board meeting. (attached)

## **ENC. 3**

Recommend that the Board approve the Certification of Warrant for November 1, 2019 to November 22, 2019. (attached)

## **ENC. 4**

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

## **ENC. 5**

Recommend that the Board approved the following Budget Increases:

1. Instructional Planning for Assessment budget from \$120,005 to \$124,505 due to additional service requests from Beekmantown CSD for the 2019-2020 school year. (CoSer-509 ISC)
2. Micro/TV/AV Repair budget from \$9,238 to \$13,060 due to additional service requests from Boquet Valley CSD for the 2019-2020 school year. (CoSer-512 ISC)
3. Music Instrument Repair budget from \$45,028 to \$53,380 due to anticipated bill as used revenue for the 2019-2020 school year. (CoSer-512 ISC)
4. School Public Relations budget from \$107,014 to \$144,014 due to anticipated bill as used revenue for the 2019-2020 school year. (CoSer-610 ISC)
5. FM Communications budget from \$70,253 to \$72,125 due to the following districts adding radios for the 2019-2020 school year: AuSable Valley CSD, Boquet Valley CSD, Crown Point CSD, Moriah CSD, and Saranac Lake CSD. (CoSer-640 ISC)

## **ENC. 6**

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

1. 2019-20 – Erie 1 BOCES  
\$675.00 for Policy Services (CVES participates in this service).

**ENC. 1**  
**CLINTON-ESSEX –WARREN –WASHINGTON BOCES**  
**CORRECTIVE ACTION PLAN ASSOCIATED WITH THE**  
**2018-2019 ANNUAL INDEPENDENT AUDIT**  
**MANAGEMENT LETTER COMMENTS**

The following illustrates management's corrective action plan for the recommendations rendered in our Management Letter from the 2018-2019 annual independent audit.

**Prior-Year [2017-2018 Fiscal Year] Findings**

**1. Purchasing Procedures**

**Prior Condition:** Through testing of disbursements, we found one instance where the purchase order was dated after the invoice.

**Status:** This condition was corrected as of June 30, 2019.

**2. Reserve Plan**

**Prior Condition:** We noted that the BOCES does not have a formal reserve plan in place, which details out the planned funding and use of reserves over the upcoming years.

**Status:** This condition was corrected as of June 30, 2019.

**3. Adult Education**

**Prior Condition:** We noted that deficits are being run in the Adult Education Co-Sers.

**Status:** This condition has improved over the prior year. The current loss is significantly less than the prior year.

**Recommendation:** We recommend that the BOCES review its Adult Education programs to determine whether the program should be continued or if tuition needs to be increased.

**Response:** In accordance with the Adult Education Sponsorship agreement, management reviewed the programs in the adult education budget that had historically shown year-end losses. For the 2018-2019 school year, program changes were enacted to restructure and discontinue programs not performing at a breakeven amount. The remaining programs will be monitored regularly to ensure appropriate tuition rates are established to cover anticipated costs.

**Contact Person:** Assistant Superintendent for Management Services

#### 4. Expenditures

**Prior Condition:** In review of purchase orders at year-end, we noted one instance where the amount paid exceeded the purchase order due to the fact that a one-time payment was made after year-end. Upon inquiry, we noted that this occurs sporadically at year-end with blanket purchase orders, as there is no review of spending throughout the year.

**Status:** This condition remains unchanged for the year ended June 30, 2019.

**Recommendation:** The BOCES should review charges or request invoices at least semi-annually in order for BOCES to have sufficient time to adjust the purchase order amounts as necessary and ensure only appropriate funds are obligated.

**Response:** The specific purchase orders in question relate to transportation services purchased from school districts. Historically, invoices are provided to the BOCES in July for the full school year. As usage and availability differs from year-to-year, the amounts billed have sometimes been significantly less or more than the encumbered purchase order which is based on prior year utilization. Procedures have been recently implemented to request mid-year invoices to track annual spending and adjust purchase orders accordingly.

**Contact Person:** Assistant Superintendent for Management Services

#### 5. Purchase Orders

**Prior Condition:** In review of purchase orders, we noted several that were liquidated with significant unexpended balances at year-end. This leads to an unexpected surplus of funds that may have been spent on other necessary purchases.

**Status:** This condition was corrected as of June 30, 2019.

Board approval pending...December 11, 2019

## ENC. 2

### CHAMPLAIN VALLEY EDUCATIONAL SERVICES

Board of Cooperative Educational Services

Sole Supervisory District of Clinton, Essex,

Warren and Washington Counties

**DRAFT**

DATE: November 13, 2019

KIND OF MEETING: Regular Board Meeting

PLACE: Yandon-Dillon Center, Mineville, NY

Board Members Present:

Larry Barcomb  
Patricia Gero  
Evan Glading  
Richard Harriman, Sr.  
Thomas McCabe  
Richard Malaney  
Bruce Murdock  
Doug Spilling  
Michael St. Pierre

Board Members Absent:

Leisa Boise  
Linda Gonyo-Horne  
Donna LaRocque  
Ed Marin  
Lori Saunders  
Scott Thurber

Others Present:

Eric Bell  
Teri Calabrese-Gray  
James McCartney, III  
Michele Friedman  
Dr. Grace Stay

District Superintendent:

Dr. Mark C. Davey

Board Clerk:

Meaghan Rabideau

MEETING  
TO ORDER

The Board President called the meeting to order at 6:46 p.m.

MOMENT OF  
SILENCE

Dr. Davey requested a moment of silence in remembrance of Mr. Donald Cogswell, the CV-TEC Automotive Technology teacher at the Mineville campus who recently passed away. Mr. Cogswell was a dedicated teacher, who had taught for CVES in CV-TEC for the past eight years. Dr. Davey shared that Mr. Cogswell was a well-known teacher who loved his work and his students, and that he will be greatly missed by his students, colleagues and his family.

EXECUTIVE  
SESSION

Mr. Murdock moved, seconded by Mr. Harriman, Sr., that the Board go into Executive Session at 6:50 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. All Board Members present voted yes—motion carried.

In Executive Session, the Board discussed minor language adjustments, requested by NYSED to the District Superintendent's contract amendment approved in June 2019. Jaqueline Kelleher, Esq. CVES' legal counsel from Stafford, Owens, Piller, Murnane, Kelleher and Trombley, PLLC. provided a written response to President Barcomb which the Board reviewed and discussed. The Board also was provided a brief litigation update on a recently received lawsuit. Next, the Board was provided a Capital Project update on

EXECUTIVE  
SESSION  
CONTINUED

various construction and contractual matters. Fourth, a Labor Relations update was provided on the terms of the 12-Month Support Staff agreement which was reviewed prior to its proposed adoption at the Board meeting. An additional labor relations update was provided on the CVES United Professionals' tentative agreement, scheduled for a ratification vote by the Association in early December. A draft Memorandum of Agreement (MOA) was also reviewed. Next, Dr. Davey outlined the planned next steps regarding the upcoming Director of Special Education interviews that have been scheduled with two candidates and the interview committee. Lastly, several confidential personnel actions were reviewed with the Board prior to action during the business meeting. Mr. Murdock moved, seconded by Mr. Harriman, Sr., that the Board come out of Executive Session at 7:52 p.m. All Board Members present voted yes—motion carried.

OPINIONS AND  
CONCERNS FROM  
THE AUDIENCE

Mr. James McCartney and Mrs. Friedman informed the Board that Mr. Tom Aubin, CV-TEC Welding Teacher, was selected for the third year in a row to receive the \$1,000 national Harbor Freight prize. The money will be used to purchase tools and equipment for the Welding classroom.

BUDGET  
COMMITTEE  
UPDATE

The Board received draft highlights from the October 30, 2019 Budget Committee meeting for their review. Dr. Davey thanked all Committee members that attended for their feedback, and input during the Budget Committee meeting. Next, Mr. Eric Bell shared that during the meeting's divisional updates, the Committee asked questions and additional details were provided. The Committee also discussed various budget development factors including the CVES voter approved Capital Project, Tax Cap Projections (anticipated to be less than 2%), Health Insurance rates, TRS & ERS rates, and Foundation Aid. The next Budget Committee meeting will be held on December 3, 2019 at 7:00 p.m. at the Instructional Services Center, where reconciliations will be reviewed and parameters set for the 2020-21 budget.

CAPITAL PROJECT  
UPDATE

Dr. Davey recognized Mr. Bell, the facilities team, Tetra Tech Architects & Engineers and Schoolhouse Construction for all their diligent work in bringing the project together in preparation for going out to bid. Mr. Bell then discussed several updates regarding our Capital Project including quality assurances and review this week, the current bidding timeline, and lastly, he indicated that the RFP for Wetlands Mitigation Design was sent out recently. Lastly, Mr. Bell provided an update to the ongoing mini-capital projects including both the 2019-20 waterline and exterior door project and the 18-19 fire alarm project.

PREVIOUS  
MINUTES

Mr. Murdock, seconded by Mr. Spilling, that the Board approve the minutes of the October 9, 2019 Board meeting as presented. All Board Members present voted yes—motion carried.

CONSENT  
AGENDA  
FINANCIAL

Mr. Murdock moved, seconded by Mr. Harriman, Sr., to approve the following Consent Agenda Financial items 8a-8i as presented. All Board Members present voted yes—motion carried.

CERTIFICATION  
OF WARRANT

(8a) Approve the Certification of Warrant for September 30, 2019 to October 31, 2019 as presented.

TREASURER'S  
REPORT

(8b) Approve the Treasurer's Report from September 30, 2019 as presented.

DONATIONS

(8c) Approve the following Donations:

1. For Our Student Stipend Fund:

United Way (October 2019)	41.17
Pepsi (October 2019)	<u>86.11</u>
TOTAL - \$	127.28

2. Donation of a gift card, from Harbor Freight Tools, with an estimated value of \$1,000.00. This donation will benefit the students of the Welding classroom.

3. Donation of two end tables and one lamp, from Paula Cormier, with an estimated value of \$35.00. This donation will benefit the faculty room.

BUDGET  
INCREASES

(8d) Approve the following Budget Increases:

1. Increase the William A. Fritz Summer School Lunch Budget from \$16,642 to \$20,215 for final costs for the 2019-2020 school year. (Co-Ser 791; Special Education)

2. Increase the Career and Technical Education – Job Target/Pre-CTE Program budget from \$406,770 to \$581,828 due to increased participation in Job Target/Pre-CTE classes for the 2019-2020 school year. (Chazy, Northeastern Clinton, Plattsburgh, other BOCES). (CV-TEC)

SNOW REMOVAL  
SERVICES BID  
AWARD

(8e) Award the bid for Snow Removal Services for the Mineville Campus to Scalzo Construction of Moriah, NY in the following amounts: \$290 per occurrence when accumulation is less than 4"; \$430 per occurrence when accumulation is greater than 4"; \$200 per trip for full lot sanding services; \$100 per trip for spot sanding services.  
Note: 0 additional vendors submitted bids for the Mineville Campus.

CONTRACTOR/  
CONSULTANT  
AGREEMENTS

(8f) Approve the following Contractor/Consultant Agreements:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and A.P.L. Associates for the purpose of obtaining an Instructional Skills Level I Workshop for BOCES and BOCES component districts in an amount not anticipated to exceed \$21,000. The workshop dates are December 10 & 11, 2019 and January 14, 15 & 16, 2020. (ISC)

2. Agreement between Clinton-Essex-Warren-Washington BOCES and Scalzo Construction for the purpose of obtaining snow plowing and sanding services at the Mineville Campus for the period of November 14, 2019 through April 30, 2020. The agreement may be renewed for four additional terms upon the mutual consent of the parties. The estimated annual expenditure for the current term is \$9,600. (Management Services)

PROPOSAL

(8g) Approve the following Proposal:

Based on Tetra Tech's and Schoolhouse Construction's analysis and recommendation of the proposals submitted, that the Board accept a proposal submitted by North Country Ecological Services, Inc. for Wetland Permitting and Mitigation Design Services for the Capital Project. Services will take place at the Plattsburgh Main Campus and the Plattsburgh Satellite Campus for a total amount not anticipated to exceed \$12,500. The commencement date for services is November 14, 2019.

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

Note: One additional proposal was received from Environmental Design Partnership, LLP of Clifton Park, NY.

STANDARDIZATION  
RESOLUTION

(8h) Approve the following Standardization Resolution:

RESOLVED that pursuant to General Municipal Law Section 103 (5) that Clinton-Essex-Warren-Washington BOCES standardize to KMC Controls as the brand that will be specified for building control systems. This standardization to KMC Controls would allow for maximum equipment compatibility and efficiency of upgrade with-in the building controls systems currently in place at the Plattsburgh Main Campus, Plattsburgh Satellite Campus, and Mineville Campus. Purchasing building control components other than KMC Controls would negatively impact building functionality with-in the system, and could lead to additional expenditures for equipment replacement and unnecessary critical equipment failure. Further, the standardization to KMC Controls provides the benefit of a reliable 24/7/365 service and parts source for mission critical control systems.

ESTABLISH  
SCHOLARSHIP  
FUND

(8i) Approve establishing a scholarship fund and bank account for the "Donald W. Cogswell Memorial Scholarship Fund". The fund will award an amount to be determined annually depending on monies in the scholarship fund to a graduating senior(s) of the CV-TEC Mineville Campus Automotive Technology Program. The scholarship will provide supplemental funding for a student that plans to pursue further training in an automotive career after graduation. The scholarship will be funded through voluntary contributions and donations.

SPECIAL NOTE

Dr. Davey made a special note of the Donald W. Cogswell Memorial Scholarship Fund established by the Board this evening in remembrance of the CV-TEC Automotive Technology Teacher.

CONSENT  
AGENDA  
PERSONNEL

Mr. Murdock moved, seconded by Mr. Harriman Sr., to approve the following Consent Agenda Personnel items 10a–10L as presented. All Board Members present voted yes—motion carried.

RESIGNATIONS  
MARBUT, HARRIS,  
AGUGLIA,  
MARTELL,  
VANALPHEN

(10a) Accept the following letters of resignation:

1. Briana Marbut, Teacher Aide/Student Aide, effective October 7, 2019
2. Amanda Harris, Teacher Aide/Student Aide, effective October 30, 2019
3. Sherry Aguglia, School Accountant, effective November 12, 2019
4. Donald Martell, Custodial Worker, effective January 1, 2020
5. Heather Vanalphen, Teaching Assistant, effective December 16, 2019, for the purpose of accepting a teaching position.

LEAVE OF  
ABSENCE SPRING

(10b) Accept the following Leave of Absence:

1. Sara Spring, Teaching Assistant, September 1, 2019 through December 15, 2019 to accept a temporary teaching position.

RESCIND

(10c) Rescind the motion that was approved at the October 9, 2019 meeting whereby the Board granted a 52-week probationary appointment to Donald Barber as a Teacher Aide/Student Aide Effective November 1, 2019.

AMENDMENTS

(10d) Amend the following permanent civil service appointment approved at the October 9, 2019 meeting:

1. Name: Allison Neilly  
Position: Teacher Aide/Student Aide  
Effective Date: ~~October 10, 2019~~ **October 28, 2019**  
Tentative Permanent Date: ~~October 10, 2020~~ **October 28, 2020**  
Annualized Salary: \$16,982  
Prorated Salary: ~~\$14,933.92~~ **\$13,909.88**

Amend the following list of Facilitators approved at the October 9, 2019 meeting, for the period of October 10, 2019 through June 30, 2019 **2020**:

Facilitator (\$30.00 an hour)  
Rachel Ribis

FOUR-YEAR  
PROBATIONARY  
APPOINTMENTS  
KATZFEY

(10e) Appoint the following person(s) to a Four-Year Probationary Appointment as follows:

1. Bethany Katzfey, Teaching Assistant, Effective November 1, 2019, Annual Base Salary of \$20,841 (Salary may increase once contractual agreement for 2019-20 is approved; moving from temporary to probationary).

(The Expiration date for the above appointments are tentative and conditional only. Except to the extent required by the applicable provisions of Section 3012 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3012-c and/or 3012d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary

period the teacher shall not be eligible for tenure at that time).

CIVIL SERVICE  
PROBATIONARY  
APPOINTMENTS  
GATES, CLARK,  
AGONEY, MOORE,  
FISHER

(10f) Appoint the following person(s) to a 26-week Civil Service Probationary appointment as follows:

1. Becky Gates, Offset Print Machine Operator, Effective October 7, 2019, Annualized Salary of \$32,709 (Salary may increase once contractual agreement for 2019-20 is approved; moving from provisional to probationary).

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

1. Cody Clark, Teacher Aide/Student Aide, Effective October 21, 2019, Annualized Salary of \$16,982, Prorated Salary of \$14,336.56.

2. Heather Agoney, Teacher Aide/Student Aide, Effective November 7, 2019, Annualized Salary of \$16,982, Prorated Salary of \$13,227.19.

3. Jason Moore, Teacher Aide/Student Aide, Effective November 7, 2019, Annualized Salary of \$16,982, Prorated Salary of \$13,227.19.

4. Michael Fisher, Building Maintenance Mechanic, Effective December 2, 2019 Annualized Salary of \$31,267, Prorated Salary of \$18,279.17, (Salary may increase once contractual agreement for 2019-20 is approved).

TEMPORARY  
APPOINTMENTS  
SPRING,  
VANALPHEN

(10g) Board appoint a Temporary Appointment to the following person(s):

1. Sara Spring, Special Education Teacher (Uncertified), Effective September 1, 2019 – December 15, 2019, Annual Base Salary of \$37,145 (Salary may increase once contractual agreement for 2019-20 is approved), Prorated Salary of \$13,929.35.

2. Heather Vanalphen, Special Education Teacher (Uncertified), Effective December 16, 2019 – June 30, 2020, Annual Base Salary of \$37,145 (Salary may increase once contractual agreement for 2019-20 is approved), Prorated Salary of \$23,215.65.

TEMPORARY  
GRANT  
APPOINTMENTS

(10h) Approve the following Temporary Grant appointments from November 14, 2019 – December 30, 2019:

1. Alexa Lovely, Work Study Student, Not-to-Exceed 160 hours, at \$11.10/hour
2. Kathleen Plateau, Work Study Student, Not-to-Exceed 160 hours, at \$11.10/hour

ADDITIONAL  
WORK

(10i) Approve the following Additional Work for the 2019-20 School Year:

Stipend Positions, compensation per collective bargaining agreement  
Michael Drew, Building Trades/Carpentry Teacher Animal Science (pro-rated)

IEP Requirements, hourly rate of pay per contract

Kimberley Denton, School Counselor

Not-To-Exceed 5 hours per month

Work Study Student, \$11.10/hr

Tia Lefebvre

Not-To-Exceed 160 additional hours

Work Readiness Instruction, hourly rate of pay per contract

James Phillips, P-Tech Counselor

Not-To-Exceed 189 hours

SUBSTITUTES

(10j) Approve the following list of Substitute and Temporary-On-Call appointments for the 2019-20 school year:

Name

Position

Genny Wise

Teacher Aide/Student Aide

Lisa Filangeri

Teacher

David Bender

Teacher

Kara Bouyea

Teacher

Michael Girardin

Laborer

FACILITATOR

(10k) Approve the following list of Facilitators for the 2019/20 school year:

Facilitator, (\$30.00/hr)

Ann Mazzella

Christopher Mazzella

Stephen Couture

RE-CERTIFICATION  
OF LEAD

(10L) Board approve the following resolutions:

EVALUATORS

1. The re-certification of the following Lead Teacher Evaluators for the 2019-2020 school year, who have attended various CVES in-house meetings and state, regional and/or local professional development offerings, most recently Gearing Up on August 20, 2019: Bonnie Berry, Teri Calabrese-Gray, Jennifer Christiansen, Adam Facticeau, Michele Friedman, Jim McCartney, Grace Stay, Matt Walentuk, and Daniel Valenzuela.

2. The re-certification of the following Lead Principal Evaluators for the 2019-2020 school year, who have attended various CVES in-house meetings and state, regional and/or local professional development offerings, most recently Gearing Up on August 20, 2019: Bonnie Berry, Teri Calabrese-Gray, and Michele Friedman.

SEQRA  
RESOLUTIONS

Mr. Murdock moved, seconded by Mr. Harriman Sr., adopt the following SEQRA resolution(s):

1. As part of the "SEQRA" process, the Board of Cooperative Educational Services hereby declares itself as "Lead Agency" as defined in the State Environmental Quality Review Act for the following construction project: "2019-2020 Infrastructure Improvement Project at the Plattsburgh Main Campus."

2. Based on the review of Tetra Tech Architects & Engineers, Architect of Record for the proposed "2019-2020 Infrastructure Improvement Project at the Plattsburgh Main Campus," the Board hereby finds that the proposed scope of work constitutes a "Type II Action" as such quoted term is defined in the State Environmental Quality Review Act and the regulations of the Department of Environmental Conservation of the State of New York (6 NYCRR Part 617, as amended) promulgated there under ("SEQRA") and, therefore, is not subject to any further review by the Board of Cooperative Educational Services under routine activities of an educational institution with no contemplated expansion of the existing facilities and any improvements to such facilities will be in the nature of replacement, rehabilitation or reconstruction of the facilities in kind, on the same site.

All Board Members present voted yes—motion carried.

2019/20  
INFRASTRUCTURE  
IMPROVEMENT  
PROJECT  
RESOLUTION

Mr. Murdock moved, seconded by Mr. Harriman, Sr., recommend that the Board of Cooperative Educational Services hereby initiate the "2019-2020 Infrastructure Improvement Project at the Plattsburgh Main Campus" and authorize the District Superintendent to obtain State Education Department approval for the Project in an amount not to exceed \$330,731. All Board Members present voted yes—motion carried.

RESOLUTION

Mr. Murdock moved, seconded by Mr. Harriman, Sr., Recommend that the Board of Cooperative Educational Services authorize the District Superintendent and Board President to approve and execute any construction contract Change Order for the "2019-2020 Infrastructure Improvement Project at the Plattsburgh Main Campus" provided that such changes do not exceed the approved project cost of \$330,731. Any Change Order that will increase the construction contract amount by more than the total approved project cost of \$330,731 shall be submitted by the Superintendent to the Board for review and action thereon. Change Orders that increase the project cost to an amount greater than \$330,731 shall not be binding until approved and executed by the Board. All Board Members present voted yes—motion carried.

RETIREE  
HEALTHCARE  
WAIVER FORM

The Retiree Healthcare Waiver form was reviewed by the Board for informational purposes only.

LEAVE OF  
ABSENCE LOTTIE

Mr. Murdock moved, seconded by Mr. Harriman, Sr., that the Board approve the following leave of absence:

1. Shelby Lottie, Teacher Aide/Student Aide, unpaid leave of absence, November 18, 2019 – January 10, 2020. All Board Members present voted yes—motion carried.

PART-TIME  
APPOINTMENT  
PHILLIPS

Mr. Murdock moved, seconded by Mr. Spilling, that the Board approve the following part-time appointment for the 2019-20 school year:

1. James Phillips, P-Tech Counselor – 20%, Effective October 30, 2019, Annual Base

Salary of \$52,086 (Salary may increase once contractual agreement for 2019-20 is approved), Prorated Salary of \$8,437.93. All Board Members present voted yes—motion carried.

**12-MONTH  
SUPPORT STAFF  
AGREEMENT**

Mr. Murdock moved, seconded by Mr. Harriman, Sr., that Upon the recommendation of the District Superintendent, BE IT RESOLVED, that the Board ratify the Collective Bargaining Agreement by and between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the 12-Month Support Group, effective July 1, 2019 through June 30, 2023. All Board Members present voted yes—motion carried.

**STRATEGIC PLAN  
UPDATE**

Dr. Davey confirmed the dates for the 2020-21 school year for Strategic Planning work with Sean Brady of Prism Decision Systems. CVES staff will participate September 23-25 & 29, 2020, and September 29, 2020 will include an evening retreat session with the CVES Board (location to be determined). Next, Dr. Davey thanked everyone for their continued support and planning. The District Planning Team (DPT) will hold their next meeting on December 2, 2019, where the DPT will provide updates of 2019-20 work underway and begin planning for the mid-year update scheduled for the February 2020 Board meeting.

**DISTRICT SUPT.  
UPDATE**

Dr. Davey began his District Superintendent's update by thanking those Board members that attended the recent NYSSBA convention in Rochester, NY. Board President Larry Barcomb, and Board members Patricia Gero and Richard Harriman, Sr. each shared brief updates on their experience and important educational seminars they attended. The sessions they attended included various important topics such as dealing with trauma in schools, student suicide, student attendance at Board meetings and data protection. It was also recognized that that CVES' Communications team member Matthew Smith won an Award of Honor for the public information campaign for the CVES Capital Project, and also Megan Manson won an Award of Excellence for Overall Graphics and Design for the re-branding of the Plattsburgh City School District's logo and graphics. Dr. Davey then referenced next year's convention in New York City, NY on October 29-31, 2020. Next, Dr. Davey informed the Board that the Health Insurance Consortium Board of Directors approved the change in carrier from Excellus to Empire. There will be numerous upcoming regional informational sessions throughout the consortium that will provide information/updates on the recent changes. Third, the Board was given several SED updates and it was shared that the FEH District Superintendent Search is coming to a close with a candidate chosen. Lastly, Dr. Davey thanked everyone involved in making the Rural Schools Association Forum a huge success and that significant feedback was provided by those that attended. Lastly, the following important dates were then shared with the Board:

- 2019-20 CEWW School Boards Association Meetings
  - Thursday, November 14, 2019
  - Thursday, January 9, 2020
- Upcoming CVES/CV-TEC Board of Education Visits
  - Evan Glading, Ticonderoga CSD - Wednesday, November 20, 2019 – 6:00 p.m.
  - Bruce Murdock, Schroon Lake CSD - Thursday, November 21, 2020 – 7:00 p.m.
  - Lori Saunders, Saranac CSD - Monday, December 2, 2019 – 5:30 p.m.

- Moriah CSD - Monday, December 9, 2020 – 6:00 p.m.

NEXT BOARD  
MEETING

The next Board meeting will be held on Wednesday, December 11, 2019, in the William A. Fritz gymnasium at the Plattsburgh Main Campus. An anticipated Executive Session will begin at 7:30 p.m., with the monthly meeting to follow.

ADJOURNMENT

Mr. Murdock moved, seconded by Mr. Spilling to adjourn the meeting at 8:51 p.m. All Board Members present voted yes—motion carried.

**DRAFT**

\_\_\_\_\_  
Lillian Rabideau, Board Clerk

## ENC. 3

### MEMO

To: Meaghan Rabideau, BOCES Board Clerk  
Clinton-Essex-Warren-Washington BOCES  
From: Angela Jennette, Claims Auditor  
Date: November 25, 2019  
Re: Report for Board Agenda for December 11, 2019 Meeting

The following warrant claims were reviewed from November 1, 2019 to November 22, 2019:

<u>Warrant No. &amp; Date</u>	<u>Check Information</u>	<u>Gross Total Amount</u>
W #21 - 11/07/2019	*Check Nos: 228372-228470**	\$ 713,015.15
W #22 - 11/14/2019	*Check Nos: 228521-228599**	\$ 1,963,767.43
W #23 - 11/21/2019	*Check Nos: 228648-228738	\$ 276,069.95

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

IRS-EFTPS: PR #9- Wire #941-103119- Warrant #21;  
PR #10- Wire #941-111519- Warrant #23;

Health Ins. Monthly: Wire #HINS112019- Warrant #22;

NYS Promptax: PR #9- Wire #NYS-103119- Warrant #21;  
PR #10- Wire #NYS-111519- Warrant #23;

BOCES 18-19 Surplus: Wire #SURPLU1819- Warrant #22;

Omni Financial Group: PR #10- Wire #OMN-111519- Warrant #22;

Health Insurance Consortium Payments:

11/7/19	\$ 2,254,730.71
11/14/19	\$ 1,586,319.67
11/21/19	\$ 1,312,130.68

**\*\*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>
				This situation did not qualify as a true "emergency". However, it was a situation that qualified for "rush processing". In these cases, the division is to notify the Purchasing Agent of the issue and "walk" the Purchase Order through the electronic approval levels. Repairs were performed without notification to the Purchasing Agent. The purchase requisition was also not "rushed" through the process as appropriate. Division is aware of process to utilize.	
11/06/19	Pending W#21	12774	Work done without Purchase Order in place.	Invoice & Okay to pay not received timely from division. Will inquire further for reason why not submitted timely.	Approved for final warrant.
11/06/19	Pending W#21	12532	Invoice over 60 days.		
11/07/19	Final W#21				
11/13/19	Pending W#22	5420	Purchase Order doesn't indicate if this is a NYS contract item.	Items were purchased under the Sourcewell Cooperative purchasing contract- added to face of Purchase Order.	\$713,015.15 Approved for final warrant.
11/14/19	Final W#22				\$1,963,767.43
11/20/19	Pending W#23	10785	Purchase Order requested after current subscription expired. Dates don't match Purchase Order.	District authorization did not come through timely. Spoke with division to add notes to Purchase Order for these instances. Division will also monitor invoices to ensure dates agree to district renewal date.	Removed from final warrant.
11/20/19	Pending W#23	13460	Per Wellness Policy; missing justification.	Obtained explanation.	Approved for final warrant.
11/21/19	Final W#23				\$276,069,395

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

I. <u>CHECKING ACCOUNTS</u>	Cash Balance	Cash Receipts	Cash Disbursements	Cash Balance	Cash Receipts	Cash Disbursements	Cash Balance
	September 30, 2019	October	October	October 31, 2019	Year To Date	Year To Date	October 31, 2019
<u>TD Bank - Depository</u>							
General Fund	\$ 7,014,440.59	\$ 2,956,885.29	\$ 2,510,114.24	\$ 7,461,211.64	\$ 21,557,090.57	\$ 17,000,389.36	\$ 7,461,211.64
Special Aid Fund	\$ (269,620.32)	\$ 42,677.18	\$ 166,232.97	\$ (393,176.11)	\$ 581,109.48	\$ 1,101,377.48	\$ (393,176.11)
Trust & Agency Fund	\$ 216,601.48	\$ 36,711.73	\$ -	\$ 253,313.21	\$ 252,051.52	\$ 100,734.10	\$ 253,313.21
School Lunch Fund	\$ (25,829.10)	\$ 4,927.71	\$ 32,666.05	\$ (53,567.44)	\$ 29,716.03	\$ 79,589.64	\$ (53,567.44)
Capital Fund	\$ (1,918,586.70)	\$ 766.99	\$ 376,714.68	\$ (2,294,534.39)	\$ 13,566.99	\$ 2,466,038.70	\$ (2,294,534.39)
Private Purpose Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -
<u>TD Bank - Operating</u>							
General	\$ 348,644.86	\$ 3,058,307.20	\$ 3,065,202.03	\$ 341,750.03	\$ 18,972,582.03	\$ 19,150,314.01	\$ 341,750.03
<u>SAVINGS ACCOUNTS</u>							
<u>NYCLASS</u>							
BOCES-Wide Capital Project	\$ 2,841,314.55	\$ 4,293.80	\$ -	\$ 2,845,608.35	\$ 1,770,794.13	\$ 293,200.00	\$ 2,845,608.35
Trust Fund Non-Expendable	\$ 11,866.64	\$ 17.94	\$ -	\$ 11,884.58	\$ 81.16	\$ -	\$ 11,884.58
Private Purpose Trust Fund	\$ 10,317.16	\$ 15.51	\$ -	\$ 10,332.67	\$ 72.23	\$ 416.40	\$ 10,332.67
<b>TOTAL CASH ON HAND</b>	<b>\$ 8,229,149.16</b>			<b>\$ 8,182,822.54</b>	<b>\$ 43,179,564.14</b>	<b>\$ 40,194,559.69</b>	<b>\$ 8,182,822.54</b>

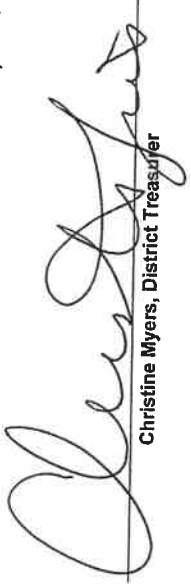
**II. RECONCILIATION TO BANK STATEMENTS**

TD BANK - MUNICIPAL CHECKING - OPERATING  
 TD BANK - MUNICIPAL CHECKING - DEPOSITORY ACCOUNT  
 NYCLASS - SAVINGS, BOCES-WIDE CAPITAL PROJECT  
 NYCLASS - SAVINGS, KEITH BROADWELL SCHOLARSHIP  
 NYCLASS - SAVINGS, JONELLE MARIE BUCK SCHOLARSHIP  
 NYCLASS - SAVINGS, JWH SCHOLARSHIP  
 NYCLASS - SAVINGS, SPELLING BEE SCHOLARSHIP  
 NYCLASS - SAVINGS, CV-TEC ALLIED HEALTH SCHOLARSHIP

October 31, 2019 Bank Balance	Add: Deposits in Transit	Less: Outstanding Checks	October 31, 2019 Cash Balance
\$ 625,330.38	\$ 110.00	\$ (283,690.35)	\$ 341,750.03
\$ 4,451,840.44	\$ 521,406.47	\$ -	\$ 4,973,246.91
\$ 2,845,608.35	\$ -	\$ -	\$ 2,845,608.35
\$ 694.63	\$ -	\$ -	\$ 694.63
\$ 695.39	\$ -	\$ -	\$ 695.39
\$ 11,884.58	\$ -	\$ -	\$ 11,884.58
\$ 2.10	\$ -	\$ -	\$ 2.10
\$ 8,940.55	\$ -	\$ -	\$ 8,940.55
<b>TOTAL CASH ON HAND</b>			<b>\$ 8,182,822.54</b>

GENERAL FUND INTEREST RECEIVED 7/01/19 - 10/31/19 \$ 15,510.09  
 CAPITAL FUND INTEREST RECEIVED 7/01/19 - 10/31/19 \$ 18,605.57

PREPARED BY:

  
 Christine Myers, District Treasurer

DATED:

11/25/19

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

FOR THE PERIOD 10/01/2019 TO 10/31/2019

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	9,522.28	9,522.28	640.00	10,162.28	0.00	10,162.28
SKILLS USA - MINEVILLE	1,479.35	1,479.35	0.00	1,479.35	0.00	1,479.35
NO. COUNTRY LOGGERS	616.98	616.98	0.00	616.98	0.00	616.98
IMAGE MAKERS	5.50	5.50	0.00	5.50	0.00	5.50
REFLECTIONS	497.64	497.64	0.00	497.64	0.00	497.64
LPN CLASS	1,171.58	1,171.58	0.00	1,171.58	0.00	1,171.58
ANIMAL SCIENCE	0.00	0.00	0.00	0.00	0.00	0.00
RAZOR'S EDGE	985.07	985.07	1,037.64	2,022.71	449.14	1,573.57
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	7.78	0.00	0.00	0.00	0.00	0.00
TOTAL	14,286.18	14,278.40	1,677.64	15,956.04	449.14	15,506.90

10/31/2019 Bank Balance \$ 15,506.90  
Add: Deposits in Transit \$ -  
Less: Outstanding Checks  
10/31/2019 Balance on Hand \$ 15,506.90

COLBY SISKAVICH, EXTRACLASSROOM TREASURER

11/12/19  
DATE

## **ENC. 7**

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

1. Increase the Core Rehabilitation Service (CRS) Special Aid Fund Project budget from \$412,600.00 to \$491,366.42, for the period of January 1, 2019 through December 31, 2019, due to additional rollover funding in the amount of \$78,766.42. (Special Education)

## **ENC. 8**

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

1. Pre-ETS for Students with Disabilities Special Aid Fund Project, in the amount of \$300,000, for the period of January 1, 2020 through December 31, 2020 (Pending an approved contract with NYS).(Special Education)

2. Core Rehabilitation Services (CRS) Special Aid Fund Project, in the amount of \$299,652, for the period of January 1, 2020 through December 31, 2020. (Special Education).

3. Supplemental Nutrition Assistance Program (SNAP) Employment & Training Venture IV Special Aid Fund Project, in the amount of \$100,000, for the period of October 1, 2019 through September 30, 2020. This is due to rollover of the 2018-2019 project funds. (CV-TEC)

## **ENC. 9**

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

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Educational Vistas, Inc. for the purpose of obtaining Vendor Scoring services for grades 3-8 ELA and Mathematic Assessments; grades K-12 NYS English as a Second Language Assessment Tests (NYSESLAT); grades 4 and 8 NYS Science Assessments; and Regents Exams as requested. Service dates and terms are specified as per the agreement with a completion date occurring no later than August 31, 2020. The total amount payable for all services is \$200,000. (ISC) (attached)

## **ENC. 10**

Recommend that the Board approve the following Adult Education Sponsorship Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Chazy Union Free School District for the purpose of providing Adult Education Instructional Activities for the 2019-2020 school year. (CV-TEC) (attached)

## **ENC. 11**

Recommend that the Board approve the following Agreement for Services:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Midwest PBIS for the purpose of obtaining Professional Development Workshops for BOCES and BOCES component districts in an amount not anticipated to exceed \$13,875. Five workshops are currently scheduled to take place at the Instructional Services Center/Plattsburgh in January and March of 2020. These workshops may be rescheduled at the agreement of the parties, provided that all agreement services are completed no later than June 30, 2020. (ISC) (attached)

## ENC. 9

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

**AGREEMENT** made by and between the Clinton-Essex-Warren-Washington Counties Board of Cooperative Educational Services, with its principal place of business at 1585 Military Turnpike, Plattsburgh, New York 12901 (hereinafter "BOCES") and Educational Vistas, Inc., with an office and place of business at 718 State Street, Schenectady, NY, hereinafter be collectively referred to as "THE PARTIES".

BOCES desires to have certain services and activities described as follows: Vendor Scoring for grades 3-8 ELA and mathematics assessments, grades K-12 New York State English as a Second Language Assessment Test (NYSESLAT) and grades 4 and 8 NYS Science assessments as referenced in Schedule A- 3 to 8 scoring. January, possibly June, and August 2020 Regents Exams including (Physical Setting(PS)/Earth Science, PS/Chemistry, Living Environment, English Language Arts, Algebra I, Algebra II, Geometry, US History and Government, Global History & Geography II (New Framework) and Transition Exam for Global History and Geography) as described in Schedule A-Regents Exams. The total cost will be no more than \$200,000 all-inclusive of travel and other related expenses as per detail costs on Schedule B.

Educational Vistas Inc., is qualified and if required, licensed and/or certified to provide or render the SERVICES described above.

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

1. RETAINER: Educational Vistas Inc. is hereby retained by BOCES as an independent contractor. The AGREEMENT will commence on the date listed above and terminate upon submission by Educational Vistas, Inc., of a final product satisfactory to BOCES, or upon the failure of Educational Vistas, Inc. to meet the terms and conditions of this Agreement or upon a finding of violation of applicable laws, rules or regulations by Educational Vistas, Inc., whichever shall first occur.
2. Educational Vistas Inc. shall perform the SERVICES described in Schedule A, all such SERVICES being the responsibility of Educational Vistas Inc. and those in Educational Vistas Inc. employ.
3. Educational Vistas Inc. is free to devote his attention to the SERVICES as they see fit and is not required to perform the SERVICES during particular hours, on particular days or at a particular location, unless otherwise noted.
4. Educational Vistas Inc. represents and warrants that neither Educational Vistas Inc. nor any of Educational Vistas Inc. employees, agents, or assigns performing SERVICES for BOCES pursuant to this AGREEMENT has been convicted of a felony.

5. Educational Vistas Inc. agrees to provide copies of all certifications and licenses required by law to undertake the SERVICES to be performed for BOCES pursuant to this AGREEMENT, and further agree to provide BOCES with a minimum of two (2) business references.
6. Educational Vistas Inc. shall provide the equipment, supplies, personnel, and other resources required to complete the SERVICES, and shall not be entitled to reimbursement for expenses, unless otherwise provided.
7. INSURANCE: Educational Vistas Inc. agrees to provide BOCES with a Certificate of Insurance, which meets the requirements set forth in Schedule A, prior to commencement of SERVICES. Educational Vistas Inc. acknowledges that failure to obtain such insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to BOCES.
8. FEES AND CHARGES: It is understood by and between THE PARTIES that the above-described SERVICES will be completed before payment is made. Educational Vistas Inc., fee shall be all inclusive, and shall be limited to no more than \$200,000 paid as follows: BOCES will render payment within 30 days after receipt of Educational Vistas Inc. invoice at the conclusion of services and in consideration of receipt of services for each content area and a final product for that content area which is satisfactory to BOCES. Such fee shall not be subject to modification based on the number of hours devoted by Educational Vistas Inc., to the project.
9. INDEPENDENT CONTRACTOR: Educational Vistas Inc. is an independent contractor, not an employee of BOCES and is not entitled to: participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of BOCES.
10. PUBLIC RETIREES: Educational Vistas Inc., agrees to fully comply with employment, income limitations, and reporting requirements of public retirement systems and the New York State Retirement and Social Security Law.
11. RESPONSIBILITY FOR TAXES: BOCES will provide Educational Vistas Inc., with Internal Revenue Service Form 1099. Educational Vistas Inc., is responsible for the payment of taxes and all other sums required by law to be withheld from payments made under this AGREEMENT.
12. PAYMENT: Payment pursuant to this AGREEMENT is dependent upon the satisfactory completion of the SERVICES, faithful compliance with the AGREEMENT and acceptance of the work by BOCES. Submission of an

invoice describing the SERVICES performed is a condition precedent to payment by BOCES.

13. GOVERNING LAW: This AGREEMENT shall be governed by the laws of the State of New York and any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situate in Clinton County, New York; the parties agree they shall not bring an action in any other court for interpretation, enforcement, or monetary damages arising out of or under this agreement.

14. EXECUTORY CLAUSE: BOCES shall have no liability under this AGREEMENT to Educational Vistas Inc. or to anyone else beyond funds appropriated and available for this AGREEMENT.

15. TERMINATION: This AGREEMENT will terminate upon submission by Educational Vistas Inc. of a final product satisfactory to BOCES. BOCES reserves the right to terminate this AGREEMENT upon failure of Educational Vistas Inc., to meet the terms and conditions set forth herein or upon a finding of violation of applicable laws, rules or regulations by Educational Vistas Inc.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature/Date: \_\_\_\_\_

Mark C. Davey

District Superintendent

Clinton-Essex-Warren-Washington

Board of Cooperative Educational Services



Signature/Date: \_\_\_\_\_

Scott B. Crowder

Chief Executive Officer

Educational Vistas Inc.

*Scott B. Crowder* - C.E.O.

Signature/Date: \_\_\_\_\_

Larry Barcomb

CVES Board President

Clinton-Essex-Warren-Washington

Board of Cooperative Educational Services



### **Schedule A- 3 to 8 Scoring**

Vendor scoring process for grades 3-8 ELA and math assessments:

#### **Paper-Based Assessment Scoring:**

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items. EVI will

- Do preliminary assessment check-in and verification process
- Do preliminary training for each subject based on NYS-provided scoring materials
- Have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- Do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- Have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- Have Full-time supervision by EVI NYS Scoring Director
- Have daily recalibration sessions related to scoring
- Have leader-performed read-behinds
- Maintain strict confidentiality agreement between EVI and scorers

#### **Computer-Bases Assessment Scoring:**

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items through the Questar Score Point software program. EVI will

- Evaluate and select protocol for CBT leaders and scorers to ensure adequate skill and familiarity with both material and process
- Do preliminary leader and scorer computer training
- Have preliminary assessment check-in and verification process
- Have preliminary training for each subject based on NYS-provided scoring materials
- Have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- Do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- Have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- Have Full-time supervision by EVI NYS Scoring Director
- Have daily recalibration sessions related to scoring
- Have leader-performed read-behinds
- Run a “zero” report to ensure scoring of all responses
- Maintain strict confidentiality agreement between EVI and scorers

EVI will pick up paper-based grades 3-8 ELA assessments and answer sheets twice Monday March 30, 2020 and Thursday April 2, 2020 between 10am and 2pm. The exams and answer sheets will be picked up at the Instructional Services Center, 14 Area Development Drive, Plattsburgh, NY on both days. There will be no additional charges for the pick-up of these exams and answer sheets. The exam booklets will be returned to the Instructional Services Center, 14 Area Development Drive, Plattsburgh, NY no later than Monday April 13, 2020. There will be no additional charges for the return of these exams to the Instructional Services Center. Ed Vistas will deliver scored ELA answer sheets to Northeastern Regional Information Center (NERIC) in Albany, NY by Thursday April 9, 2020.

EVI will pick up paper-based grades 3-8 math assessments and answer sheets twice Friday April 24, 2020 and Wednesday April 29, 2020 between 10am and 2pm. There will be no additional charges for the pick-up of these exams and answer sheets. The exam booklets will be returned to the Instructional Services Center, 14 Area Development Drive, Plattsburgh, NY by Friday May 8, 2020 between 12:00 p.m. and 2:00 p.m. There will be no additional charges for the return of these exam booklets to the Instructional Services Center. Ed Vistas will deliver scored mathematics answer sheets to NERIC in Albany, NY by Wednesday, May 6, 2020.

Services provided by EVI as it relates to pick-up and delivery include:

- Having staff available 24/7 during pick-up/delivery process to ensure that any challenges are identified and solved immediately
- Using software that tracks designated district contact person information, district locations, times/dates, and courier assignments
- Ensuring vehicles arrive at the Instructional Services Center at specified dates and times for pick-up/delivery of exams
- Ensuring materials received from CVES are signed and accounted for upon receipt of pick-up/delivery
- Ensure records of test locations and security protocols are maintained and available
- Return all answer sheets packages in separate, designated envelopes by district and grade level
- Providing directions for packaging assessments to be picked-up
- Communicating that Opt-Out answer sheets need to be separated at the district from the assessments and answer sheets prior to sending to vendor scoring
- Ensuring that districts review and confirm that student rosters are current and accurate
- Ensuring that constructed response scores on the bubble sheets are clear, dark and complete
- Ensuring that all SED requirements for test security and confidentiality are met
- Ensuring no student data will be collected, stored, or shared by any EVI staff

Vendor scoring process for grades 4 and 8 science assessments:

Paper-Based Assessment Scoring:

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items. EVI will

- Do preliminary assessment check-in and verification process

- Do preliminary training for each subject based on NYS-provided scoring materials
- Have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- Do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- Have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- Have Full-time supervision by EVI NYS Scoring Director
- Have daily recalibration sessions related to scoring
- Have leader-performed read-behinds
- Maintain strict confidentiality agreement between EVI and scorers

EVI will pick up paper-based grades 4 and 8 science assessments and answer sheets on Tuesday, June 2, 2020 between 12:00 p.m. and 2:00 p.m. The exams and answer sheets will be picked up at the Instructional Services Center, 14 Area Development Drive, Plattsburgh, NY. For any make up exams in grades 4 and 8 Science school districts will send the exams directly to ED Vistas for scoring. There will be no additional charges for the pick-up of these exams and answer sheets. The exams booklets will be returned to the Instructional Services Center, 14 Area Development Drive, Plattsburgh, NY on Friday, Jun 12, 2020 between 12:00 p.m. and 2:00 p.m. There will be no additional charges for the return of these exam to the Instructional Services Center. Ed Vistas will deliver the grades 4 and 8 Science answer sheets directly to NERIC by Thursday, June 11, 2020.

Services provided by EVI as it relates to pick-up and delivery include:

- Having staff available 24/7 during pick-up/delivery process to ensure that any challenges are identified and solved immediately
- Using software that tracks designated district contact person information, district locations, times/dates, and courier assignments
- Ensuring vehicles arrive at the Instructional Services Center at specified dates and times for pick-up/delivery of exams
- Ensuring materials received from CVES are signed and accounted for upon receipt of pick-up/delivery
- Ensure records of test locations and security protocols are maintained and available
- Return all answer sheets packages in separate, designated envelopes by district and grade level
- Providing directions for packaging assessments to be picked up
- Communicating that Opt-Out answer sheets need to be separated at the district from the assessments and answer sheets prior to sending to vendor scoring
- Ensuring that districts review and confirm that student rosters are current and accurate
- Ensuring that constructed response scores on the bubble sheets are clear, dark and complete
- Ensuring that all SED requirements for test security and confidentiality are met
- Ensuring no student data will be collected, stored, or shared by any EVI staff

Vendor scoring process for grades K-12 NYSESLAT assessments:

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items. EVI will

- Do preliminary assessment check-in and verification process
- Do preliminary training for each subject based on NYS-provided scoring materials
- Have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- Do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- Have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- Have Full-time supervision by EVI NYS Scoring Director
- Have daily recalibration sessions related to scoring
- Have leader-performed read-behinds
- Maintain strict confidentiality agreement between EVI and scorers

**Paper-Based Assessment Scoring:**

EVI will pick up paper-based grades K-12 NYSESLAT assessments and answer sheets on Monday, May 18, 2020 between 12:00 p.m. and 2:00 p.m. The exams and answer sheets will be picked up at the Instructional Services Center, 14 Area Development Drive, Plattsburgh, NY. For any make up NYSESLAT exams in grades K-12, school districts will send the exams directly to ED Vistas for scoring. There will be no additional charges for the pick-up of these exams and answer sheets. The exam booklets will be returned to the Instructional Services Center, 14 Area Development Drive, Plattsburgh, NY on Friday, June 12, 2020 between 12:00 p.m. and 2:00 p.m. There will be no additional charges for the return of these exams to the Instructional Services Center. Ed Vistas will deliver the grades K-12 NYSESLAT answer sheets directly to NERIC by Thursday, May 28, 2020.

Services provided by EVI as it relates to pick-up and delivery include:

- Having staff available 24/7 during pick-up/delivery process to ensure that any challenges are identified and solved immediately
- Using software that tracks designated district contact person information, district locations, times/dates, and courier assignments
- Ensuring vehicles arrive at the Instructional Services Center at specified dates and times for pick-up/delivery of exams
- Ensuring materials received from CVES are signed and accounted for upon receipt of pick-up/delivery
- Ensure records of test locations and security protocols are maintained and available
- Return all answer sheets packages in separate, designated envelopes by district and grade level
- Providing directions for packaging assessments to be picked-up
- Communicating that Opt-Out answer sheets need to be separated at the district from the assessments and answer sheets prior to sending to vendor scoring
- Ensuring that districts review and confirm that student rosters are current and accurate

- Ensuring that constructed response scores on the bubble sheets are clear, dark and complete
- Ensuring that all SED requirements for test security and confidentiality are met
- Ensuring no student data will be collected, stored, or shared by any EVI staff

### **Schedule A-Regents Exams**

Vendor scoring process for Regents Exams:

#### **Paper-Based Assessment Scoring:**

Educational Vistas, Inc. (EVI) will employ evaluated and selected NYS certified teachers to score the constructed response items. EVI will

- Do preliminary assessment check-in and verification process
- Do preliminary training for each subject based on NYS-provided scoring materials
- have communication with district/BOCES regarding missing assessment booklet and answer sheet protocols
- do verification and record keeping of all NYS certified teachers including copies of certifications, resumes, experience, and emergency contact information
- have a dedicated team of 3 lead teachers assigned to each grade level to ensure full-time availability for question-resolution
- have Full-time supervision by EVI NYS Scoring Director
- have daily recalibration sessions related to scoring
- have leader-performed read-behinds
- maintain strict confidentiality agreement between EVI and scorers

EVI will pick up paper-based Regents Exams (Physical Setting (PS) Earth Science, PS Chemistry, Living Environment, English Language Arts, Algebra I, Algebra II, Geometry, US History and Government, and Transition Exam for Global History and Geography and answer sheets within two days of the administration of each subject between 12:00 p.m. and 2:00 p.m. The exams and answer sheets will be picked up at the Instructional Services Center, 14 Area Development Drive, Plattsburgh, NY. There will be no additional charges for the pick-up of these exams and answer sheets. The exams and answer sheets will be returned to the Instructional Services Center, 14 Area Development Drive, Plattsburgh, NY on within 5 days of the final submission of answer sheets to the scanning center. There will be no additional charges for the return of these exams and answer sheets to the Instructional Services Center.

Services provided by EVI as it relates to pick-up and delivery include:

- having staff available 24/7 during pick-up/delivery process to ensure that any challenges are identified and solved immediately
- using software that tracks designated district contact person information, district locations, times/dates, and courier assignments
- ensuring vehicles arrive at the Instructional Services Center at specified dates and times for pick-up/delivery of exams
- ensuring materials received from CVES are signed and accounted for upon receipt of pick-up/delivery
- Ensure records of test locations and security protocols are maintained and available
- Return all answer sheets packages in separate, designated envelopes by district and grade level.

- providing directions for packaging assessments to be picked-up
- ensuring that districts review and confirm that student rosters are current and accurate
- ensuring that constructed response scores on the bubble sheets are clear, dark and complete
- ensuring that all SED requirements for test security and confidentiality are met
- ensuring no student data will be collected, stored, or shared by any EVI staff

Schedule B

<b>Champlain Valley Educational Services</b> Pricing for NYS Assessment Scoring	
<b>NYS Assessment Scoring</b>	<b>2019-20SY</b>
<b>PBT Grades 3-5 ELA</b>	\$10.00
<b>PBT Grades 6-8 ELA</b>	\$10.50
<b>CBT Grades 3-5 ELA</b>	\$9.00
<b>CBT Grades 6-8 ELA</b>	\$9.50
<b>PBT Grades 3-5 Math</b>	\$9.00
<b>PBT Grades 6-8 Math</b>	\$9.50
<b>CBT Grades 3-5 Math</b>	\$8.00
<b>CBT Grades 6-8 Math</b>	\$8.50
<b>Grade 4 Science</b>	\$11.00
<b>Grade 8 Science</b>	\$13.00
<b>NYSESLAT</b>	\$10.00
<b>United States History &amp; Government</b>	\$16.00
<b>Global History &amp; Geography II (New Framework)</b>	\$16.50
<b>Global History &amp; Geography (Transition Exam)</b>	\$16.50
<b>RE in English Language Arts (Common Core)</b>	\$16.00
<b>Algebra I (Common Core)</b>	\$13.75
<b>Geometry (Common Core)</b>	\$14.25
<b>Algebra II (Common Core)</b>	\$14.00
<b>Earth Science / The Physical Setting</b>	\$15.25
<b>Biology / The Living Environment</b>	\$15.00
<b>Chemistry / The Physical Setting</b>	\$15.00
<b>Physics / The Physical Setting</b>	\$16.50
<b>Entire Test Blank Handling Fee ("Opt-Out", Absent or Refused Entire Test, Etc.)</b>	\$3.00

<b>Pickup &amp; Delivery Charge per location</b>	<b>\$50.00</b>
<b>CENTRAL LOCATION Pickup &amp; Delivery for CEWW BOCES Component Districts</b>	<b>FREE</b>
<b>Grade-level feedback with insight for improvement in student areas of challenge directed at the 2 major tasks: short response &amp; extended response. (Nature of the tasks are explained as they relates to the standards.)</b>	<b>FREE</b>
<b>Once data files are provided to EVI, data analysis &amp; reports are available on-demand within DataMate™.</b>	<b>FREE</b>

**CHAMPLAIN VALLEY EDUCATIONAL SERVICES (CVES)**

**CV-TEC ADULT EDUCATION  
AND SAFETY EDUCATION SPONSORSHIP AGREEMENT**

**CO-SER 103 ADULT EDUCATION  
CO-SER 401 ACCIDENT PREVENTION/PRE-LICENSING**

The purpose of this agreement between the **Chazy Union Free School District** and **Champlain Valley Educational Services**; hereafter referred to as CVES, is to describe the responsibilities of the parties and to identify the conditions under which CVES will operate certain self-sustaining instructional activities for adults during the 2019-2020 school year through the CV-TEC Division.

It is agreed that the best interest of the residents of the area and of the enrollees in the instructional activities will be served by such CVES programs based upon a number of considerations.

School districts are authorized to provide such instructional activities under Education Law (Section 4602 and others).

CVES is authorized to provide such instructional activities under Education Law (Section 1950) as approved by the Commissioner.

Joint performance by municipal corporations and/or performance by one for the other of functions is authorized under the General Municipal Law (Section 119 and others).

Existing need and interest surveys, together with other planning information, indicate that there is sufficient interest among adults in the subscribing districts to support certain self-sustaining instructional activities.

The number of enrollees in such a program for adults in a single school district would not warrant the operation of a comprehensive program, or if offered would be uneconomical to operate. A single program planned for all of the subscribing school districts in the area offers a wider choice for enrollees and more economical operation.

The development of a single plan for the area will permit selecting the location for each of the activities, which is more convenient for the majority of the enrollees without regard to individual district boundaries.

The operation by Champlain Valley Educational Services of programs for adults has developed recognition among residents and businesses of the area that CVES is an appropriate agency for such services through the CV-TEC division. CVES Staff with skills in planning and managing programs for adults already exists.

In consideration of the above and in consideration of the support expressed by other subscribing school districts, it is agreed that Champlain Valley Educational Services should operate a program of self-sustaining activities during the school year 2019-2020 in Adult Education (CO-SER 103) in the manner described below:

Champlain Valley Educational Services will develop a plan for Adult and Continuing Education including Business and Industry training to serve adult residents and businesses in this school district and in other subscribing school districts within the CVES area.

The plan will be developed in cooperation with the districts in the CVES area, including non-subscribers and both Clinton Community College and North Country Community College, in order to provide the needs of residents in an effective manner, avoiding uneconomical duplication of programs.

It is in the intent of both parties to operate a program, which will break even financially without accumulating a surplus or creating a burden upon the school taxpayers of the area.

In the event that projected revenues are insufficient to support the proposed program, sufficient courses and/or budget items will be eliminated to insure a self sustaining program before CVES incurs any financial commitments to support the operation of any of the activities.

CVES will produce a monthly financial report of appropriations and revenues on a projected and encumbered basis during the operation of the program. In the event that unforeseen occurrences result in a projection showing insufficient revenues to support the program, sufficient courses and/or budget line items will then be eliminated and/or additional courses added to correct the imbalance.

All financial transactions related to the operation of this program will be kept in separate accounts in the financial records of CVES and there will be no co-mingling with the transactions from other program CO-SERS.

Should the operation of the program result in a surplus; such surplus will be paid by CVES to the districts.

Should unforeseen liabilities to the program create a deficit which cannot be overcome by adjustments during the program operation as described above, the school district will reimburse Champlain Valley Educational Services for this deficit promptly after the audit of CVES records for the school year.

It is agreed that CVES is the operating agency for these programs and that the district's obligations are limited to the financial settlements described above. CVES will be solely responsible for meeting the requirements and procedures for employment of personnel and all matters related to such employment, direction, compensation and discharge. This agreement will become effective upon acceptance by the Board of Education and the Champlain Valley Educational Services. Such acceptance shall be recorded in the

minutes of the respective boards and the date of such minutes recorded below with the authorized signature.

This agreement is for one school year and positive action is required by each party to extend or renew such agreement.

Accepted by the Board of Education of Chazy Union Free School District  
on Tuesday Nov. 12, 2019.

  
Authorized Signature

11/12/2019  
Date

Accepted by the Champlain Valley Educational Services.

\_\_\_\_\_  
Mark C. Davey, Ed.D.  
District Superintendent

← Dr. Davey

\_\_\_\_\_  
Date

← Mr. Barcomb

\_\_\_\_\_  
Larry Barcomb  
CVES Board President

\_\_\_\_\_  
Date

**AGREEMENT FOR SERVICES**

This Agreement is made by and between The School Association for Special Education in DuPage County ("SASED"), which is operating as Midwest PBIS Network ("MIDWEST PBIS"), and Clinton Essex Warren Washington BOCES ("RECIPIENT") (collectively referred to as "the Parties").

**WHEREAS**, the RECIPIENT is interested in engaging MIDWEST PBIS to perform Educational Consultant Services ("Services"); and

**WHEREAS**, MIDWEST PBIS is interested in performing Services for RECIPIENT.

Now, therefore, in consideration of the mutual promises set forth below, the Parties hereby agree as follows:

1. **SERVICES.** During the term of this Agreement, MIDWEST PBIS shall provide Services to RECIPIENT pursuant to the scope of work, deliverables, and timelines set out in Appendix A, which is attached to this Agreement and incorporated by reference herein.
2. **TERM.** The Parties agree that MIDWEST PBIS shall provide the Services on the dates referenced in Appendix A and that this Agreement shall commence on November 6, 2019 and conclude on June 30, 2020.
3. **TERMINATION OF AGREEMENT.** Either RECIPIENT or MIDWEST PBIS may terminate this Agreement for any reason and at any time by giving the other party thirty (30) calendar days' written notice of such action.
4. **NOTICES:** Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

**For RECIPIENT:** Julie Duprey, Clerical Support  
Clinton Essex Warren Washington BOCES  
P.O. Box 455  
Plattsburgh, NY 12901  
[duprey\\_julie@cves.org](mailto:duprey_julie@cves.org)  
(518) 561-0100, ext. 352

**For SASED:** Dr. Mindy McGuffin, Executive Director  
School Association for Special Education in DuPage County  
2900 Ogden Avenue  
Lisle, Illinois 60532

5. **FEES AND EXPENSES.** The fees for Services are estimated in Appendix A and shall not exceed \$13,875.00. Appendix A is attached to this Agreement and incorporated herein by reference.
6. **PAYMENT PROCEDURES.** MIDWEST PBIS shall submit an invoice to the RECIPIENT's Business Office within six (6) weeks after a deliverable item has been completed. Payment is due in accordance with the *Illinois Local Government Prompt Payment Act*, 50 ILCS 505/1, et seq. In the event this Agreement is terminated early in accordance with Paragraph 3, RECIPIENT shall pay MIDWEST PBIS for Services rendered on a pro rata basis, upon MIDWEST PBIS's submission of an invoice.
7. **WORK PRODUCT.** All work created, developed or produced by MIDWEST PBIS as a consequence of or arising out of this Agreement shall belong exclusively to MIDWEST PBIS.
8. **CONFIDENTIAL INFORMATION.** MIDWEST PBIS and its authorized employees and agents acknowledge that they may acquire knowledge of confidential RECIPIENT and/or student information in connection with the performance of the Services provided to RECIPIENT pursuant to this Agreement. MIDWEST PBIS agrees not to communicate or disclose any confidential RECIPIENT information either during or after performance pursuant to this Agreement, except as required in the course of performing the Services pursuant to this Agreement, as may be required to be disclosed to MIDWEST PBIS's accountant and/or attorney or as otherwise required by law. To the extent that MIDWEST PBIS is provided with access to any personally identifiable student information in connection with the Services performed pursuant to this Agreement, it shall not disclose or re-disclose such information except with the prior written consent of the District Superintendent and parent(s) or eligible student(s), as may be required, in accordance with the provisions of the federal *Family Educational Rights and Privacy Act* ("FERPA").
9. **LIABILITY.** RECIPIENT agrees to indemnify and hold harmless SASSED, its employees and agents, against any and all claims, damages, costs, losses, and/or expenses arising from or related to the performance of this Agreement. This includes but is not limited to reasonable attorney's fees, arising out of and/or resulting from the act(s), omission(s), and/or negligence of its respective employee(s) or agent(s).
10. **GOVERNING LAWS AND REGULATIONS.** The laws and regulations of the State of Illinois shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Parties.
11. **MODIFICATION OR AMENDMENT.** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by the Parties.

12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements regarding the subject matter herein.

13. **SEVERABILITY.** If any provision of this Agreement is held to be invalid and/or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

14. **NON-DISCRIMINATION.** RECIPIENT agrees that it shall not discriminate on the basis of an individual's actual or perceived race, color, creed, religion, religious practice, national origin, ethnic group, sex, gender identity, sexual orientation, political affiliation, age, marital status, military status, veteran status, disability, domestic violence victim status, arrest or conviction record, genetic information or any other status protected by law in its programs and/or activities.

15. **BOARD APPROVAL.** This Agreement is subject to the approval of the SASD Board of Control.

**THEREFORE,** MIDWEST PBIS and RECIPIENT now voluntarily and knowingly execute this Agreement.

**SASD**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Mark C. Davey/District Superintendent

← Dr. Davey

By: \_\_\_\_\_  
Mr. Larry Barcomb/Board President



**RECIPIENT**

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

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

## APPENDIX A

Scope of Work MW-19200022	Deliverable	Due Date of Completed Work	Account Code	Payment
On-site Training & Technical Assistance	On-site Training and Technical Assistance as outlined in final training plan conducted by one Midwest PBIS Network trainer at a rate of \$2,000 per day.	6/30/20	194600310	\$10,000
Related travel following federal reimbursement guidelines (estimated)		6/30/20	194600332	\$3,875

## **ENC. 12**

Recommend that the Board approve the following Contract Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and the NYS Education Department for a Pre-Employment Transition Services (Pre-ETS) for Students with Disabilities contract through the Office of Adult Career and Continuing Education Services – Vocational Rehabilitation (ACCES-VR). The contract shall be a multi-year agreement commencing January 1, 2020 and ending December 31, 2024 with a projected amount of funding for the entire period of \$1,500,000. The initial contract term commences January 1, 2020 and ends December 31, 2020. The funding amount paid to BOCES for this term shall be \$300,000 (pending approval from the NY State Education Department). (Special Education) (attached)

## **ENC. 13**

Recommend that the Board approve the following Agreement:

1. Agreement between Clinton-Essex-Warren-Washington BOCES and Cornell University for the purpose of obtaining the following training session: A Therapeutic Crisis Intervention for Schools Training of Trainers (TCIS TxT) for the dates of January 27, 2020 through January 31, 2020. Training services will take place at the Plattsburgh City School District Duken Building for the total amount of \$34,500. (ISC) (attached)

## **ENC. 14**

Recommend that the Board accept the following Proposals:

1. Based on Tetra Tech Architects & Engineer's and Schoolhouse Construction's analysis and recommendation, that the Board accept a proposal submitted by Mechanical Testing, Inc. for Testing, Adjusting, and Balancing (TAB) Professional Services for the Capital Project. Services will take place at the Plattsburgh Main Campus, Plattsburgh Satellite Campus, and the Mineville Campus for a total amount not anticipated to exceed \$39,750. Services will commence as soon as possible after board award of project work.

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

Note: No additional proposals were received.

2. Based on Tetra Tech Architects & Engineer's and Schoolhouse Construction's analysis and recommendation of the proposals submitted, that the Board accept a proposal submitted by Mechanical Testing, Inc. for Mechanical, Electrical and Plumbing (MEP) Systems Commissioning Agent (CxA) Professional Services for the Capital Project. Services will take place at the Plattsburgh Main Campus, Plattsburgh Satellite Campus, and the Mineville Campus for a total amount not anticipated to exceed \$89,910. Services will commence as soon as possible after board award of project work.

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

Note: Two additional proposals were received from Taitem Engineering, PC of Ithaca, NY and Otto BCS, LLC of Catskill, NY.

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

<b>STATE AGENCY (Name &amp; Address):</b>  NYS Education Department 89 Washington Avenue Room 503W - EB Albany, NY 12234	<b>BUSINESS UNIT/DEPT. ID:</b> SED01/3300200  <b>CONTRACT NUMBER:</b> C014002  <b>CONTRACT TYPE:</b> <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
<b>CONTRACTOR SFS PAYEE NAME:</b>  Clinton-Essex-Warren-Washington BOCES	<b>TRANSACTION TYPE:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
<b>CONTRACTOR DOS INCORPORATED NAME:</b>  Clinton-Essex-Warren-Washington BOCES	<b>PROJECT NAME:</b> Pre-Employment Transition Services (Pre-ETS) for Students with Disabilities
<b>CONTRACTOR IDENTIFICATION NUMBERS:</b>  NYS Vendor ID Number: 1000002455 Federal Tax ID Number: 14-6004054 DUNS Number (if applicable):	<b>AGENCY IDENTIFIER:</b>   <b>CFDA NUMBER (Federally Funded Grants Only):</b>
<b>CONTRACTOR PRIMARY MAILING ADDRESS:</b>  PO Box 455 518 Rugar Street Plattsburgh, NY 12901  <b>CONTRACTOR PAYMENT ADDRESS:</b> <input checked="" type="checkbox"/> Check if same as primary mailing address  <b>CONTRACT MAILING ADDRESS:</b> <input checked="" type="checkbox"/> Check if same as primary mailing address	<b>CONTRACTOR STATUS:</b>  <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 093000000100 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit  Charities Registration Number:  Exemption Status/Code: Exempt  <input type="checkbox"/> Sectarian Entity

# STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: January 1, 2020      To: December 31, 2024</p> <p><b>CURRENT CONTRACT PERIOD</b></p> <p>From: January 1, 2020      To: December 31, 2024</p> <p><b>AMENDED TERM:</b></p> <p>From:                              To:</p> <p><b>AMENDED PERIOD</b></p> <p>From:                              To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p><i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p>CURRENT: \$1,500,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE (S)</p> <p> <input type="checkbox"/> State  <input checked="" type="checkbox"/> Federal  <input type="checkbox"/> Other         </p>
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**FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:**  
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	1/1/20 – 12/31/20	\$300,000.00		
2	1/1/21 – 12/31/21	\$300,000.00		
3	1/1/22 – 12/31/22	\$300,000.00		
4	1/1/23 – 12/31/23	\$300,000.00		
5	1/1/24 – 12/31/24	\$300,000.00		

**ATTACHMENTS PART OF THIS AGREEMENT:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Attachment A:  | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions<br><input type="checkbox"/> A-2 Federally Funded Grants   |
| <input checked="" type="checkbox"/> Attachment B:  | <input type="checkbox"/> B-1 Expenditure Based Budget<br><input checked="" type="checkbox"/> B-2 Performance Based Budget<br><input type="checkbox"/> B-3 Capital Budget<br><input type="checkbox"/> B-1 (A) Expenditure Based Budget (Amendment)<br><input type="checkbox"/> B-2 (A) Performance Based Budget (Amendment)<br><input type="checkbox"/> B-3 (A) Capital Budget (Amendment) |
| <input checked="" type="checkbox"/> Attachment C: Work Plan<br><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule<br><input checked="" type="checkbox"/> Attachment R: Data Security and Privacy Plan<br><input checked="" type="checkbox"/> Attachment S: Parents' Bill of Rights<br><input checked="" type="checkbox"/> Attachment S-1: Attachment to Parents' Bill of Rights<br><input type="checkbox"/> Other: |   |

Contract Number: # C014002

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

CONTRACTOR:

Clinton-Essex-Warren-Washington BOCES

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

Printed Name

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

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

THE PEOPLE OF THE STATE OF NEW YORK

Elizabeth R. Berlin  
Interim Commissioner of Education

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

Shannon Tahoe or Aaron Baldwin  
Authorized Contract Officers

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

STATE OF NEW YORK

County of \_\_\_\_\_

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

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

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

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

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

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

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

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

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

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

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

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

**C. Order of Precedence:**

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

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

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

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

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set

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

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

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

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

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

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

**J. Notice:**

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

herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. TERM, TERMINATION AND SUSPENSION

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

B. **Renewal:**

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

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

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

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

## **C. Termination:**

### **1. Grounds:**

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

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

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

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

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

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

### **2. Notice of Termination:**

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

(i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

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

## **B. Advance Payment and Recoupment:**

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

## **C. Claims for Reimbursement:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **D. Identifying Information and Privacy Notification:**

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

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

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

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

#### **E. Refunds:**

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

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

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

#### **G. Program and Fiscal Reporting Requirements:**

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

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

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

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

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

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

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

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

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

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

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the

Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

#### **H. Notification of Significant Occurrences:**

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

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

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

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

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

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates

within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

#### **B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use Of Material, Equipment, Or Personnel:**

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

**D. Property:**

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

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

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

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

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

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
  - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### **E. Records and Audits:**

##### **1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
  - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
  - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

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

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

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

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

## **2. Cost Allocation:**

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

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

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

## **F. Confidentiality:**

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

the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

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

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

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

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

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

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08- 005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

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

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:**

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or

representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

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

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

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

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

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

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

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

#### **L. Workers' Compensation Benefits:**

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

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

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

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

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

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

**N. Vendor Responsibility:**

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

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

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

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

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

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<sup>9</sup> Not applicable to not-for-profit entities.

## ATTACHMENT A-1-A

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

#### General

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

#### Safeguards for Services and Confidentiality

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

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

**Budget Period: Year 1 of 5 – January 1, 2020 through December 31, 2020**

<b>Agency Name:</b>	<b>ACCES-VR Vendor Code:</b>	<b>District Office/Satellite:</b>
<b>Contract Number:</b>		

Service Description	Unit Type	Rate Per Unit
Job Exploration Counseling – minimum of four activities	Flat Fee	\$200
Counseling on Post-Secondary Opportunities for Students – minimum four activities	Flat Fee	\$200
Work Based Learning – minimum of four activities	Flat Fee	\$400
Workplace Readiness – minimum of four activities, maximum group size of 10 students	Flat Fee	\$200
Self-Advocacy for Students – minimum of four activities, maximum group size of 10 students	Flat Fee	\$200

2020 Total Budget	\$ 300,000
Contract Value Remaining for Years 2-5	<u>\$1,200,000</u>
2020-2024 Contract Value	<u>\$1,500,000</u>

**Notes:**

Each approved project will be funded at up to \$300,000 per contract year unless additional funding becomes available in future years. Students may receive services up to a maximum reimbursement of \$1,200 per contract year.

Funding will not carry over year to year during the five-year contract period.

Pre-ETS may be provided in groups of no more than 10 students.

The minimum duration for each activity is forty-five (45) minutes.

To receive reimbursement for services, the successful vendor must submit a standardized report per service per student to ACCES-VR that highlights services received. Reports must be approved by the Senior VRC TAYS or ACCES-VR designee prior to reimbursement.

## ATTACHMENT C Work Plan

### **Purpose**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. Both the Vocational Rehabilitation Act of 1973, as amended under WIOA and the Individuals with Disabilities Education Act (IDEA) creates the platform on which to improve options for students with disabilities and underscores the need for such students to transition as smoothly and seamlessly as possible from secondary education to independent living, post-secondary options and competitive integrated employment.

During their high school experience, students with disabilities are frequently in need of supplemental supports to overcome gaps in service related to specific barriers, and to foster post-secondary success. Students with disabilities that have begun post-secondary studies are often also in need of supports while navigating the rigors of post-secondary education. It is vital that identified evidence-based predictors of post-secondary outcomes are used to assist students with disabilities in achieving success.

Whether the student's next step is employment or entering a post-secondary training or an educational program, it is important for students with disabilities to obtain as much work experience as possible to prepare for adult life. The National Collaborative on Workforce and Disability for Youth (NCWD) reports that the value of a work experience, whether paid or unpaid work: helps students acquire jobs at higher wages after they graduate; and promotes students who participate in occupational education and special education in integrated settings to be competitively employed more than students who have not participated in such activities.

Studies have also identified evidence-based predictors of positive post-secondary outcomes for all students in secondary education as they transition to live independently and experience vocational success. These predictors include: career awareness, community experiences, interagency collaboration, occupational courses, paid work experience, parental involvement, financial literacy, as well as independent living, informed choice, advocacy and social skills.

***The Pre-Employment Transition Services for Students with Disabilities (Pre-ETS for SWD)*** aligns with evidence-based predictors of post-secondary success to enable students with disabilities ages 14-21 who are potentially eligible for VR services to gain a solid foundation on which to achieve successful competitive integrated employment and independence.

### **Description of Program**

The purpose of the **Pre-ETS for Students with Disabilities project** is to provide pre-employment transition services to students with disabilities (who are not currently receiving ACCES-VR services but are potentially eligible) that prepares them for successful long-term employment consistent with their strengths, abilities, interests and informed choice.

WIOA defines a student with a disability as an individual with disabilities age 14-21 who participates in a secondary program (including non-traditional or alternative programs), post-secondary programs, or other recognized education programs.

Pre-ETS are designed to address the career development needs of two types of students:

1. Students who are eligible for and receiving special education or related services under IDEA. The student must have and receive services identified in an Individualized Educational Program (IEP); or
2. Students with disabilities who are eligible for a Section 504 plan of the Rehabilitation Act and Americans with Disabilities Act. A student with a disability is potentially eligible for ACCES-VR services if they have a disability that makes them eligible for a 504 plan. A student is not required to have an actual 504 plan but must be an individual with a disability for purposes of section 504 of the Rehabilitation Act.

Pre-ETS prepares students with disabilities for employment, explores their post-secondary education options, develops their employment related soft skills, and assists them in obtaining work experience. The proposed project may combine

individual Pre-ETS required activities in a meaningful way to enhance the development of a student's career direction. All services can be designed to be provided to a single student or to a group of students. *For further information on Pre-ETS:* <http://www.wintac.org/topic-areas/pre-employment-transition-services>.

**Pre-ETS for Students with Disabilities** will include activities which are beneficial to an individual in the early stages of career exploration, including job exploration, workplace readiness, work-based learning experiences, counseling on post-secondary education options, and self-advocacy. The purpose of this contract is to develop specific projects for students with disabilities (ages 14-21) that meet the needs of the student and specifications of WIOA's Pre-ETS required activities.

Pre-ETS are not to be used as assessment services for the purpose of determining whether additional vocational rehabilitation services are needed, or if the individual will be successful in employment. Pre-ETS are an early start at job exploration and assists students with identifying career interests.

Staff working on this project must ensure that participating students (1) meet the definition of a student with a disability and (2) are potentially eligible for ACCES-VR services. In addition to during the school day, Pre-ETS needs to be available to students outside of the traditional workday, including weekends, evenings and during times when school is not in session. Provision of services to students requires proficiency and investment in communication techniques through social media, email and cellular phone.

## Project Requirements

A. The Pre-ETS required activities as defined in WIOA are:

1. **Job Exploration Counseling** - To assist students to explore career options and identify career pathways of interest, learn about skills needed in the workplace and for specific jobs, uncover vocational interests, understand the demands of the labor market, and learn about non-traditional employment options.

Some sample activities include:

- Administration of vocational interest inventories
- Identification of career pathways of interest to the students
- Career Awareness
- Career Speakers
- Career Student Organization

2. **Work Based Learning Experiences**– To assist students to develop work skills through participation in paid and nonpaid experiences in integrated community workplaces, apply classroom knowledge to the workplace, gain understanding of the soft skills important for success in the workplace, and learn from people currently practicing in the occupations and career of interest to the individual student. This may include in-school or after school opportunities, or experience outside the traditional school setting (including internships) that is provided in an integrated environment to the maximum extent possible.

Some sample activities include:

- Job Shadowing
- Informational Interviews
- Volunteering
- Workplace Tours/Field Trips
- Career Mentorship
- Career Related Competitions
- Internships
- Paid and non-paid Work Experience (non-paid work experience must be in compliance with the Fair Labor Standards Act)

3. **Counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs** – The post-secondary options that should be explored include: Community Colleges (AA/AS degrees, certificate programs, and classes); Universities (Public and Private); Career pathways related to workshops/training/apprenticeship programs; Trade/Technical Schools; Military; and, Post-secondary programs at community colleges and Universities for students with intellectual

and development disabilities. Individualized student strategies to support a smooth transition from high school to postsecondary education include:

- Assist with researching career and post-secondary educational options
- Learn about accommodations for college entrance exams
- Develop “class shadows” in college and vocational training classrooms
- Advise students and parents or representatives on academic curricula
- Provide information about college application and admission processes
- Complete the Free Application for Federal Student Aid (FAFSA)
- Provide resources that may be used to support individual student success in education and training (i.e., disability support services)
- Tour university and community college campuses and talk to disability services on each campus
- Plan a visit to local Job Corps campus
- Discuss the difference between special education services in K-12 education and post-secondary education disability services
- Discuss adult services and benefits that can be used during college attendance and provide information on:
  - Course offerings;
  - Career options;
  - Types of academic and occupational training needed to succeed in the workplace; and
  - Post-secondary opportunities associated with career fields.

4. **Workplace Readiness Training to develop social skills and independent living** - To enhance career exploration and develop soft skills, including social/interpersonal skills, independent living skills, financial literacy, orientation and mobility skills, job seeking skills, and develop understanding of employer expectations for punctuality and performance.

5. **Instruction in Self-Advocacy** - To develop self-advocacy skills, defined as learning how to speak up for yourself, making your own decisions about your own life, learning how to get information so that you can understand things that are of interest to you, finding out who will support you in your journey, knowing your rights and responsibilities, how to request accommodations or services and supports, problem solving, listening and learning, and peer mentoring.

B. Projects must provide service delivery that includes substantive collaborations with community partners who demonstrate expertise in delivering positive post-secondary outcomes for students with disabilities. Applicants must have a working partnership with the local ACCES-VR District Office and collaborate with at least three of the following partners: Independent Living Centers; Community Rehabilitation Programs; Colleges or Universities; Youth Organizations; Foster Care or Children Services Organizations; Department of Labor Youth Programs; American Jobs /One Stop Career Centers; Organizations that work with juvenile justice involved youth; Organizations that provide mental health or substance services to youth; School Districts; Boards of Cooperative Educational Services (BOCES); Businesses; or Adult Education and/or Vocational Training Institutions.

C. Projects must be inclusive of students with disabilities who presently have an IEP, have a disability for purposes of section 504 or are eligible for 504 accommodations. These students are not currently receiving ACCES-VR services. This includes students attending secondary school (ages 14-21); students participating in recognized post-secondary education programs (ages 17-21); students in non-traditional or alternative secondary education programs, including home schooling; and students in other recognized educational programs, such as those offered through the juvenile justice system, foster care system, etc. Students are not required to apply for or be determined eligible for ACCES-VR services to participate in the Pre-ETS project. However, a student may apply for ACCES-VR services at any time during or following their involvement with the Pre-ETS project for students with disabilities. Once a student has applied for and been determined eligible for ACCES-VR services and has an Individualized Plan for Employment (IPE), he

or she will **no longer** receive Pre-ETS from the project but will receive such services as needed through their IPE.

- D. Projects must include strategies to identify students with disabilities who are interested in receiving Pre-ETS (including a process for obtaining parent/guardian consent for minors who participate); a process for identifying the Pre-ETS services that meet the need of each student; and a process for referring students to ACCES-VR if vocational rehabilitation services are needed. The referral of students to ACCES-VR if vocational rehabilitation services must be done in consultation with the Senior VRC Transition and Youth Services (TAYS).
- E. Projects must include the reporting of data on student participation in each of the Pre-ETS required activities. The projects must also report business involvement, including business efforts to provide training opportunities, work-based learning sites and job shadowing experiences. Quarterly reports of business and student data must be provided in a form and format required by ACCES-VR as necessary to meet WIOA reporting requirements. Contract awardees will be expected to use a web-based electronic reporting system (ERS Web) that supports the submission of reports for Pre-ETS provided.
- F. Projects must include services provided in an experiential training approach with the goal of keeping students engaged. Experiential training is a body of training methods that are used to develop behavioral skills and physical abilities within a worksite and/or mock worksite in an integrated community setting. The services provided must promote independence by empowering students with the tools and skills necessary to develop their own self-concept and confidence as self-directed job seekers and workers.
- G. Projects must incorporate family involvement in their design strategies to facilitate the students' movement toward greater independence in vocational development and vocationally related pursuits.
- H. Projects must be in age-appropriate integrated settings, in accordance with the federal definition (See 34 CFR 361.5 (b) (32)), that allow for a mix of individualized experiences and small group trainings to develop each student's abilities to achieve specific employment goals.
- I. On an annual basis, each project awarded funding will provide pre-employment transition services to a minimum of 250 students with disabilities between the ages 14 -21 who are enrolled in an educational program.
- J. Each project must submit mandatory data elements as required to meet U.S. Education Department federal reporting standards for pre-employment transition services for potentially eligible students with disabilities. This will include demographic data such as start date of service, social security number (SSN) or unique identifier (if SSN is not available), date of birth, race, ethnicity, student with a disability status, the start date of pre-employment transition services and specific pre-employment transition services received, and any other elements deemed necessary to report expenditures for the funded activities with students.

#### **Required Staff Experience and Qualification**

- A. All applicants must have appropriate staffing in place to meet the project requirements outlined in this document. When staffing changes occur the contract awardee is required to notify the Senior VRC Transition and Youth Services (TAYS) or other designated staff in the ACCES-VR District and Satellite Office(s) impacted, and a temporary plan for continuance of services must be reviewed by ACCES-VR. Staff credentials should be commensurate with the knowledge and skills necessary to competently serve students with disabilities.
- B. All applicants must have a designated person overseeing the operation of this project at all times who holds at least a Master's Degree in Rehabilitation Counseling, a Human Services Related Field or in Education and two (2) years of relevant experience delivering and/or supervising educational or vocational services to students with disabilities (ages 14-21); or a Bachelor's Degree in a Human Services Related Field or in Education and at least four (4) years of relevant experience delivering and/or supervising educational or vocational services to students with disabilities.

- C. Staff providing Pre-ETS must have a minimum of an Associate Degree in a Human Services Related Field, or Education (high school equivalency or completion of some college courses) with at least two (2) years providing direct services in the education or employment realm to students with disabilities.
- D. Pre-ETS for Students with Disabilities staff should have experience using nontraditional community services/resources to engage students with disabilities in career exploration and employment. This includes working with students from diverse populations including but not limited to cross-disability populations, English language learners, multicultural populations, LGBTQ identified students, students with mental illness or substance abuse disorders, and youth involved in the juvenile justice system.
- E. Pre-ETS for Students with Disabilities staff must attend training provided by ACCES-VR or its designee on issues related to the delivery of pre-employment transition services to students with disabilities.
- F. Pre-ETS for Students with Disabilities staff will be expected to work closely with the Senior VRC Transition and Youth Services (TAYS) or other designated staff in the ACCES-VR District Office(s). Designated ACCES-VR staff will provide overall supervision, oversight and monitoring of the project. Interaction between ACCES-VR and Pre-ETS for Students with Disabilities will include local and statewide in-person meetings, calls, webinars, emails and other forms of communication.

### **Fees**

Pre-employment transition services will be funded at the following fees and activities listed in Project Requirements:

1. Job Exploration Counseling- \$200 flat fee for a minimum of four activities
2. Counseling on Post-Secondary Opportunities for Students - \$200 flat fee for a minimum of four activities.
3. Work Based Learning- \$400 flat fee for a minimum of four activities.
4. Workplace Readiness - \$200 flat fee for a minimum of four activities. Activities can be delivered in a group with a maximum size of 10 students
5. Self-Advocacy for Students - \$200 flat fee for a minimum of four activities. Activities can be delivered in a group with a maximum size of 10 students

Each individual student may receive services up to maximum reimbursement of \$1,200.00 per contract year. Funding will not carry over year to year during the five-year contract period. Pre-ETS may be provided in groups of no more than 10 students. The minimum duration for each activity is forty-five (45) minutes. To receive reimbursement for services, the successful vendor must submit a standardized report per service per student to ACCES-VR that highlights services received. Reports must be approved by the Senior VRC TAYS or ACCES-VR designee prior to reimbursement.

### **Billing for Services**

The contract does not result in advanced funding of services. The vendor must submit a report detailing the provision of services as described in the reporting section along with an expenditure report and claim for payment form following ACCES-VR billing procedures. Payment is then processed. Timely billing is critical to the success of this contract. The vendor must complete and submit reports and vouchers in the format and method required by NYSED, including electronic and paper reports.

### **Entities' Responsibility**

Projects must operate under the jurisdiction of the appropriate governing body and are subject to at least the same degree of accountability as all other expenditures of the local agency. The governing body is responsible for the proper disbursement of, and accounting for, project funds.

Written agency policy concerning wages, mileage and travel allowances, overtime compensation, or fringe benefits, as well as State rules pertaining to competitive bidding, safety regulations and inventory control must be followed. Supporting or source documents are required for all grant related transactions entered into the local agency's

recordkeeping systems. Source documents that authorize the disbursement of grant funds consist of purchase orders, contracts, time and effort records, delivery receipts, vendor invoices, travel documentation and payment documents.

Supporting documentation for grants and grant contracts must be kept for at least six years after the last payment was made unless otherwise specified by program requirements. Additionally, audit or litigation will "freeze the clock" for records retention purposes until the issue is resolved. All records and documentation must be available for inspection by State Education Department officials or its representatives.

### **Reporting**

The vendor must use standardized reporting formats developed by ACCES-VR. Timely submission of reports and/or verifying documentation will be required for payment. Project and Expenditure reports must be submitted 30 days following the end of each quarter.

Project reports must include required data items delineated in the following pages. Project reports will be reviewed and approved by the Senior VRC Transition and Youth Services (TAYS) (or designee) in each ACCES-VR District or Satellite Office. Over the course of the project awardees are expected to meet regularly with Senior VRC TAYS to review project goals, expectations, outcomes and next steps. Regular meetings include a mix of local and statewide in-person meetings, conference calls and electronic communication on a frequent basis. Project reports must be submitted in conjunction with quarterly expenditure reports. Project reports must include the following:

- A. The total number of students with disabilities (who are potentially eligible for ACCES-VR services) who receive each specific Pre-ETS required activity during a quarter, itemized by:
  - a. Age 14-21;
  - b. Educational program type: secondary school, home-school, alternate school, 2-year college, 4-year college, vocational or technical school, HSE preparation, adult literacy, or other recognized education program such as those offered through the juvenile justice system; and,
  - c. Type of Pre-ETS required activity delivered during the quarter.
- B. Progress on performance measures outlined in Operational Plan:
  - a. Based on written agreements of community partners, quarterly data for each partner's outreach efforts and number of students referred to the project.
- C. Progress with developing relationships with local businesses itemized by:
  - a. Number of contacts made;
  - b. Details of agreements reached per specific business regarding job shadowing, volunteer experiences, work-based learning experiences, paid work experiences, or other Pre-ETS activities; and,
  - c. Four vignettes of students benefitting from specialized work experience and work-based learning activities demonstrating growth and highlighting the specific areas of this growth.

Each project will be required to submit mandatory data elements as required to meet U.S. Department of Education federal reporting standards for pre-employment transition services for potentially eligible students with disabilities. Contract awardees will be expected to use the ERS Web to capture and report these data elements.

### **Monitoring**

Performance measures will be implemented to evaluate project outcomes, based on the design of the plan submitted. The methods utilized for measurement must address the impact of the project on expanding the provision of pre-employment services to students with disabilities, increasing skills attainment, and employment outcomes. Each project will submit project data reports 30 days after the close of each quarter beginning April 30, 2020. Tracking data will continue for 30 days after the contract ends. The data tracked must include the following:

- A. Number of students with disabilities by age provided with each of the required Pre-ETS activities.

- B. Number of students by age who over the course of the project apply to ACCES-VR, are determined eligible by ACCES-VR, receive ACCES-VR services and stop receiving Pre-ETS.
- C. Number of students by age who apply and are accepted to post-secondary vocational, technical skills training or college degree programs.
- D. Number of Work Based Learning Experiences by site name and hours of participation provided. Work Based Learning Experiences are defined as Career Exploration, Job Shadowing, Work Sampling, Service Learning, Internships and, Apprenticeships.

#### **Requirements of Education Law Section 2-d**

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

#### **Accessibility of Web-Based Information and Applications**

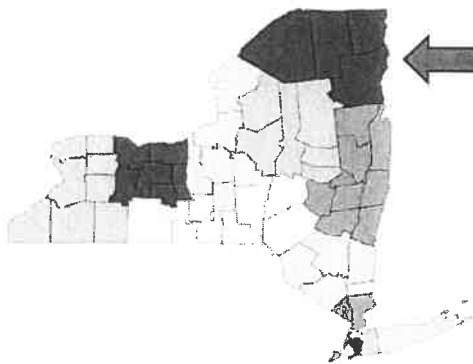
Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, must comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires 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.

## **Operational Plan**

Clinton-Essex-Warren-Washington (CEWW) BOCES is proposing to provide services to all areas within the Malone District ACCES-VR catchment area. This area includes Clinton, Essex, Franklin and St. Lawrence Counties. The area encompasses nearly 7,500 square miles. According to the 2010 census, the county's population density ranges from 22 people/sq. mile (Essex) to 79 people/sq. mile (Clinton). This may appear to be a tremendous geographical feat, however, with a strategic rollout of services and duplication of best practices, a mass positive impact on the youth of our communities across Northern New York will occur.

Clinton, Essex, Franklin  
and St. Lawrence Counties

Year One will focus on roll-out in Clinton, Essex and Franklin counties as these are the areas that CEWW BOCES has established relationships with. During the first year, relationships with partners in St. Lawrence county will be developed with a target roll-out of direct services in St. Lawrence County in Year Two.



Greatest impact will occur with the widespread identification of individuals that meet the definition of students with disabilities, ages 14-21 who participates in a secondary program (including non-traditional or alternative programs), post-secondary programs, and other recognized education programs. Identification and recruitment of these individuals will occur thru partnerships and referrals from the following educational institutions and community partners:

### ***Secondary Programs***

Students enrolled in Secondary Programs will be identified in partnership with the Committee on Special Education Chairpersons, Principals, school counselors, school nurses and special education teachers. Each district's current pre-ETS will be assessed based on a questionnaire. This questionnaire will identify services currently provided by the district and create targeted programming for students within each district based on student need and student population to ensure there is not a duplication of services. It will be important to get a broad view of the student population as the delivery of services will vary based on the needs of the identified students.

Program folders will be created consisting of program overview information, program staff contact information, letter for parents, letter for youth, referral paperwork and list of needed documentation.

School districts referrals will be made to the staff identified by the Project to be the district's Pre-ETS liaison or the project coordinator. In addition, parents will be able to make direct referrals to the district Pre-ETS liaison and project coordinator as well.

Upon referral, student demographic information, required documentation and parent releases will be completed. Students will then be requested to complete a brief assessment to identify experiences and individual need areas.

Clinton-Essex-Warren-Washington BOCES catchment area:

- |                  |                |                |
|------------------|----------------|----------------|
| • AuSable Valley | • Moriah       | • Plattsburgh  |
| • Beekmantown    | • Northeastern | • Saranac      |
| • Bouquet Valley | • Clinton      | • Schroon Lake |
| • Chazy          | • Northern     | • Ticonderoga  |
| • Crown Point    | • Adirondack   | • Willsboro    |
| • Keene          | • Peru         |                |

Franklin-Essex-Hamilton BOCES catchment area:

- |                  |                |                |
|------------------|----------------|----------------|
| • Brushton-Moira | • Malone       | • Saranac Lake |
| • Chateaugay     | • St. Regis    | • Tupper Lake  |
| • Lake Placid    | • Salmon River |                |

St. Lawrence Lewis BOCES catchment area:

- |                     |                 |                   |
|---------------------|-----------------|-------------------|
| • Brasher Falls     | • Harrisville   | • Morristown      |
| • Canton            | • Hermon-DeKalb | • Norwood-Norfolk |
| • Clifton-Fine      | • Heuvelton     | • Ogdensburg      |
| • Colton-Pierrepont | • Lisbon        | • Parishville-    |
| • Edwards-Knox      | • Madrid-       | Hopkinton         |
| • Gouverneur        | • Waddington    | • Potsdam         |
| • Hammond           | • Massena       |                   |

Project folders will be shared with each agency and post-secondary programs below, many of which CEWW BOCES has established relationship/networking opportunities (\*) with. Referral packets can be submitted to the Project Coordinator for assignment to the correct Pre-ETS Liaison for services delivery. Opportunities for presentations about Pre-ETS project services will be offered to reach more staff within the agency or educational organization, as requested. In addition, a website page will also be developed to assist in the distribution and ease of accessing referral packets and sharing program information. One would note that this list is missing partners in St. Lawrence County. It is our goals to develop these relationships during Year One for a roll-out in Year Two in that region.

***Non-Traditional/Alternative Programs***

- Adirondack Community Action Programs, Inc.

- Provides services for children, adults, seniors and families. Mission is to connect people, values and resources to promote personal, community and economic growth.
- Barnabas House Homeless Shelter & Services
  - Provides six secure rooms for individuals and families, and can house nine people at a time in Franklin County. Besides basic shelter they provide supervision, living skill instruction, advocacy, counseling, and other supportive services to help guests regain hope for a better future.
- Behavioral Health Services North, Inc. \*
  - Helps children, families and adults with needs for mental health, family violence, youth development, substance abuse prevention, education and advocacy services.
- Care Design \*
  - Care Management organization providing services to recipients of Office for People with Developmental Disabilities services.
- Catholic Charities \*
  - Resource that provides survival level services including food, housing, material goods, transportation and utilities for individuals with low or fixed income, people who are homeless, and/or people with disabilities.
- Champlain Valley Family Center \*
  - A non-profit, outpatient substance abuse Treatment and prevention agency, operating under the Community Services Board and licensed by OASAS (Office of Alcoholism and Substance Abuse Services).
- Citizen Advocates \*
  - Provides a wide array of community-based residential, day, vocational, clinical outpatient, prevention, and in-home services for children and adults with developmental, intellectual, behavioral and social challenges.
- Clinton County Mental Health \*
  - Responsible for the planning, development and coordination of services in the fields of chemical dependency, mental health, and developmental disabilities within Clinton County.
- Deep Roots Center for Self-Directed Learning
  - Alternative educational setting that has deep roots in Canton, NY and services those looking to Homeschool their children
- Department of Labor \*
- ETC Housing Corp \*
  - Provides emergency shelter, permanent housing, case management and mental health services to the homeless population of Clinton County.
- ETS – Staffing~Recruiting~Consulting \*
  - ETS currently holds the in-school youth contract with the Workforce Development Board to launch the Ready4Real program with area youth
- Families First in Essex County, Inc.
  - Provides an array of services that support families who have children with emotional/behavioral challenges, including Family Support, Case Management, and Individualized Planning.
- Family Champions of the North Country, Inc.

- A parent run nonprofit that strives to help families in need gain access to information, support, and services throughout the North Country.
- Hospitals across the region
- Independent Living Centers across the region \*
  - Mission to empower people with disabilities to live more independent and productive lives, and to promote beneficial policies and community understanding of disability issues.
- Independent/Alternative Schools
  - Little River Community School in Canton
  - National Sports Academy in Lake Placid
  - North Country School in Lake Placid
  - Northwood School in Lake Placid
- JCEO
  - Private, not-for-profit human service agency that serves the residents of Clinton and Franklin Counties through its main administrative offices as well as 13 Community Outreach Centers.
- Life Plan \*
  - Care Management organization providing services to recipients of Office for People with Developmental Disabilities services.
- Literacy Volunteers
  - Enables people over sixteen years of age to achieve personal goals through student-centered literacy tutoring.
- Mental Health Association in Essex County, Inc.
  - Provides support services as well as public education and community awareness for all citizens of Essex County. Programs include Mobile Crisis, Respite, supported employment, supported education, self-help programs, 2 community centers and housing supportive services to reduce homelessness.
- Mountain Lake Academy
  - Adolescent male, ages 12-21 residential therapeutic program in Lake Placid
- Mountain Lake Services \*
  - Mission is to enrich the lives of people with developmental disabilities, their families and the community by offering a comprehensive range of services.
- NAMI-National Alliance of Mental Illness \*
  - Provides free education, advocacy, support, information and referral services to all those affected by mental illness-adults, families, children and the community in Clinton County.
- New York State Department of Corrections Incarcerated Youth
- North Country Association for the Visually Impaired \*
  - Provides services to the blind, legally blind and visually impaired population of Clinton, Essex and Franklin Counties to improve personal independence.
- North Country Homeschooling
  - The North Country Homeschooling group seeks to provide homeschooling support and activities to those living in the Northern NY counties of Clinton, Essex, and Franklin.
- North Country Regional Traumatic Brain Injury Center of SUNY Plattsburgh \*

- Provide comprehensive lifespan neuropsychological services for people in our community and the Greater North Country, whose lives have been affected by neurologically-based disorders.
- Northern Adirondack Home Educators
- Office for People with Developmental Disabilities (OPWDD) \*
  - Certifies and regulates more than 700 nonprofit providers who deliver direct care to individuals with developmental disabilities.
- PINS Diversion \*
  - Provides youth in Need of Supervision adjustment services and case management.
- Religious Schools
  - Adirondack Christian School in Wilmington
  - Lakeshore Christian School in Plattsburgh
  - Mountainside Christian Academy in Schroon Lake
  - New Life Christian Academy in Plattsburgh
  - Seton Catholic in Plattsburgh
  - The Holy Name of Jesus Academy in Massena
- Saranac Lake Youth Center, Inc.
  - Provides a healthy, substance free, supervised environment for teens; offering programs which develop social skills, personal growth and responsibility in a fun and supportive atmosphere.
- School Age Family and Community Center \*
- Self-Direction Broker Network \*
  - Assist individuals with developmental disabilities who choose to self-direct their array of services.
- Single Point of Access (SPOA) for adults and children \*
  - Directly oversee and manage the access to certain Medicaid funded intensive services. These services include Intensive Case Management (ICM), Supportive Case Management (SCM), Home and Community Based Waiver, Family Based Treatment, and adult residential services.
- Social Services-Child and Adolescent Services \*
  - The primary focus of the Adolescent Services Unit is to work with youth and their families who are experiencing difficulty with adolescent issues and are at risk of out of home placement.
- Substance Abuse Prevention Team of Essex County, Inc.
  - Works with schools and communities to reduce high-risk youth behaviors by decreasing risk-factors and increasing protective factors related to such behaviors.
- Ted K. Community Center (Plattsburgh Housing Authority)
  - Provides educational, social and recreational services to youth who reside in the Plattsburgh Housing Authority developments.
- The Inclusive Homeschooling Support Group of Potsdam
  - This homeschooling support group is for any parent who is homeschooling or considering it.
- Thomas Shipman Sr. Memorial Youth Center, Inc.
  - Provides a safe place for young people to mature in a stable environment while providing both direct and indirect guidance for youthful activities.
- UFirst

- Local bank that supports bringing financial literacy into local schools.
- United Way \*
  - A leader in community partnership building and assists in increasing the organized capacity of people to care for one another.
- Upward Bound \*
  - The goal of Upward Bound is to increase the rate at which participants complete secondary education and enroll in and graduate from institutions of postsecondary education.
- Workforce Development Board \*
  - Public-private partnership that connects business, government, schools, higher education, labor, and community organizations to create innovative workforce and education solutions. The WDB is the connection between education and workforce, between school and career, and between classroom and the workplace.
- Workforce Development Institute
  - A statewide non-profit that works to grow and keep good jobs in NYS using a range of tools — including ground level information, workforce expertise, and funding — to facilitate projects that build skills and strengthen employers' ability to hire and promote workers.

***Post-Secondary programs/Other recognized education programs***

- |                                 |                           |
|---------------------------------|---------------------------|
| • Adult Literacy *              | • St. Lawrence University |
| • Clarkson                      | • SUNY Canton             |
| • Clinton Community College*    | • SUNY Plattsburgh*       |
| • HSE Programs in all counties* | • SUNY Postdam            |
| • North Country Community       | • Technical Education*    |
| • Paul Smith                    |                           |

Relationships will be built with many departments within each college community. It is important that potentially eligible students who may not be accessing the needed supports while on the college campus are identified and able to be assisted, if willing. Referral packets, meetings, and/or presentations will be provided to the following departments on each college campus:

- Accommodative Services
- Health Center
- Counseling Services
- Tutoring Centers
- Housing and Residence Life

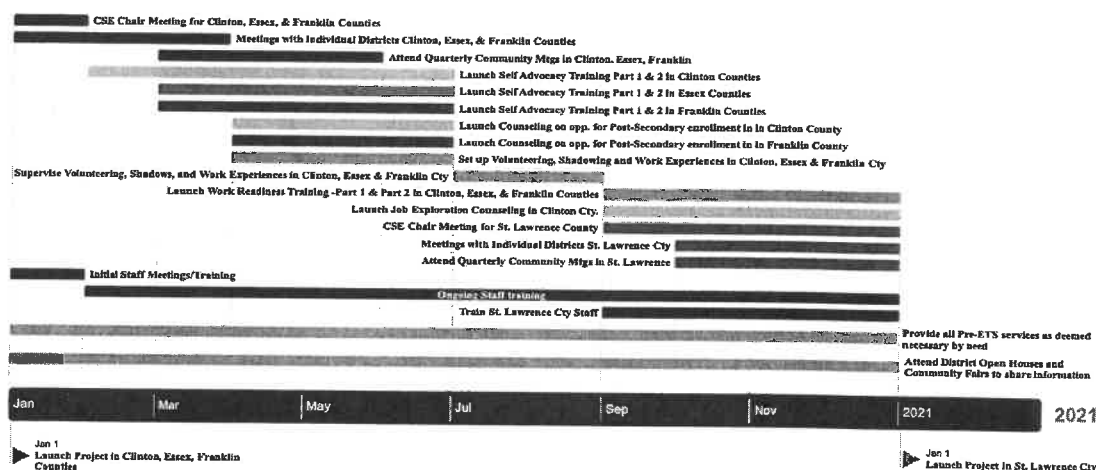
Continued involvement within our local communities serving on councils and committees is paramount to our success. Community engagement is a vital part of any project and the benefits of it are well documented, such as better outcomes for all stakeholders, community ownership and lower project costs. Effective community engagement is about recognizing that involving the public in a project is not only about information dissemination, but is a two-way information sharing tool. We will continue to participate in/or request to join at minimum the following councils and/or committees:

- Interagency Councils for Transition Services\*

- Job Developers Consortium\*
- Workforce Development Board\*
- Youth Council\*
- Autism Alliance\*
- Pediatric Initiative Meeting
  - Collaborative meeting held monthly at CVPH with local pediatricians to discuss community services available within the community
- Community Service Board for each county
  - Responsible for planning and development of services in areas of mental health, developmental disabilities, alcoholism and substance abuse.

### Timeline of Development

## Pre-ETS Project Development-Year 1



CEWW BOCES will be partnering with the Franklin-Essex-Hamilton (FEH) BOCES to provide services to a wider geographical region. It is our goal to begin with 4 Pre-ETS Liaisons, a potential combination of full-time, part-time and hourly staff in the first year. These staff will cover 4 regions in Clinton, Essex and Franklin Counties. We would be looking to split Essex county in an effort to attract staff that have connections to those smaller communities and potentially increased partnership possibilities while reducing the cost of travel. Additional staff will be added in St. Lawrence county upon roll out as indicated above. At this time, St. Lawrence Lewis BOCES are in their initial stages of providing Pre-ETS services to ACCES-VR individuals. At this time, they are not interested in partnering and providing services to potentially eligible youth. If awarded, we will continue to engage in conversation over the next year as they become more familiar with the services to determine if there is a potential partnership opportunity in the future. If they choose to not collaborate services will roll out in St. Lawrence County regardless.

A five-year timeline is difficult to project as the potentially eligible individuals have yet to be identified. All services will be provided across the region. An assessment of the needs will be conducted on both a systematic level as well as with individuals. Services will be rolled out in one region, assessed, modified and then duplicated across other regions. Broad curriculum for each Pre-ETS services has been designed and can be found attached, however, multiple levels within each curriculum will continue to be developed. Differentiated instructions is important in order to customize the effect to match the particular developmental level and skills of a youth or a group of youths. Differentiated instruction is proactive while addressing learner readiness and allows for success, increased motivation, and the building of self-esteem. Ongoing collaboration with youth is necessary to refine learning opportunities so they remain effective. Staff will monitor the match between learner and learning and make adjustments as warranted.

In addition, staff will explore and embrace all forms of instruction and technology within the program to use them as “engagement” tools. Engaging youth where they are is needed to spark excitement and improve engagement and retention!

### **Curriculum and Delivery of Services**

Services will be provided in a variety of delivery methods. The delivery method will be adaptable based on the individuals being served, location, potential composition of a group, referring groups agreed upon delivery method, time of the year, etc. Provision of services to include but not limited to:

- A. Individual
  - Provide services directly to an individual in a 1:1 setting.
- B. Small Group (No more than 10)
  - Provide services to a small group within one of our locations or at a community partner location.
- C. Classroom Collaboration
  - Collaboration with classroom staff to push-in for classroom activities (not currently being provided by the district)
- D. School District Collaboration
  - Collaboration with school staff to provide activities within the school setting (not currently being provided by the district)
- E. Summer Camp
  - A weeklong interactive full-day summer camp providing any combination of Pre-ETS services as deemed appropriate for identified individuals.
  - Short-term camps to participate in Pre-ETS deliverables
- F. Job Shadowing Day
  - Collaboration with North Country Workforce Development Board to model/expand their currently existing AT&T Job Shadow Day to expand to a larger population
- G. Transition Conference with Small Group breakouts
  - Provide a conference for students that are seeking employment or post-secondary education

- H. Paid or non-paid work experiences
  - Partnerships with local businesses to provide opportunities
- I. Volunteer Experiences
  - Arranged and supervised volunteer experiences for students with business partners
- J. Business Mentoring Events
  - Events similar to Price Chopper's Hiring AdvantEdge Event
- K. Career Connect Conference
  - The goal of the Showcase is to share Career Cluster, next generation standards aligned, student research projects and connect students with area business or community organization partners in relevant fields around the 16 career clusters.
- L. Job Fair Participation
  - Preparation and attendance at local job fairs

Upon referencing the Pre-ETS WINTAC site inclusive of best practices and reflecting on our own services, some examples of activities to deliver services are listed below:

#### Job Exploration Counseling

- Learn about and explore career pathways using state career information systems
- Interview people to learn about jobs and skills needed to succeed
- Provide information regarding nontraditional employment
- Provide information about in-demand industry sectors and occupations
- Share and discuss local labor market information and how it impacts them
- Use O\*NET to explore careers
- Arrange a panel of local employers meet with students
- Develop a local career fair
- Provide information regarding nontraditional employment
- Work with students to complete vocational interest inventories
- Discuss information about career pathways and help students identify career pathways of interest to them

#### Work-based learning

- Develop work sites aligned with student interest
- Provide local volunteer opportunities for students
- Conduct work based learning evaluations of student performance
- Support students to participate in career competitions
- Coordinate informational interviews to research employers
- Conduct work-site tours to learn about necessary job skills in various business settings
- Provide job shadowing and mentoring opportunities in the community

#### Post-secondary counseling

- Learn about accommodations for college entrance exams
- Develop 'class shadows' in college and vocational training classrooms
- Advise students and parents or representatives on academic curricula
- Provide information about college application and admissions processes

- Complete the Free Application for Federal Student Aid (FAFSA) with student
- Provide resources that may be used to support individual student success in education and training (i.e., disability support services)
- Tour university and community college campuses and talk to disability services on each campus
- Discuss the difference between special education services in K-12 education and post-secondary education disability services
- Discuss adult services and benefits that can be used during college attendance and provide information on: course offerings, career options, types of academic and occupational training needed to succeed in the workplace, post-secondary opportunities associated with career fields

#### Work readiness training

- Identify and learn how to use assistive technology in the workplace
- Exposure to benefits of meeting with a benefits counselor
- Develop individual transportation plans and learn necessary mobility skills
- Provide lessons on strategies to support independence at work such as time management, self-monitoring performance, and accepting constructive feedback
- Conduct simulations to develop social and communication skills
- Develop financial literacy; including banking and budgeting skills
- Provide role-play experiences for working as a team
- Develop communication and interpersonal skills
- Develop job-seeking skills
- Instruct students on understanding employer expectations for punctuality and performance, as well as other "soft" skills necessary for employment

#### Self-advocacy skills

- Discuss with student how their disability impacts them and identify strategies that may assist them at school, work and socially
- Assist student to identify, document and explain needed accommodations
- Assist student in developing goals and information to better advocate
- Conduct informational interviews
- Provide opportunities for students to participate in youth leadership activities offered in educational or community settings
- Conduct a panel presentation of recent graduates to share their experiences
- Select and deliver a disability disclosure curriculum
- Teach students about and discuss rights and responsibilities
- Teach students how to request accommodations or services and supports
- Assist students in communicating their thoughts, concerns, and needs, to prepare them for peer mentoring opportunities with individuals working in their area(s) of interest

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

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

**A. Initial Payment and Recoupment Language (if applicable): Not applicable for For-Profits.**

1. The State agency will make an initial payment to the Contractor in the amount of zero percent (0%) of the annual budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be made no later than 90 days after the beginning of the budget period.
2. Recoupment of any initial payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the initial payment is fully recovered within the contract period.
3. Scheduled interim payments shall be due in accordance with an approved payment schedule as follows:

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (select applicable frequency):

- ☐ Quarterly Reimbursement  
Due date \_\_\_\_\_
- ☐ Monthly Reimbursement  
Due date \_\_\_\_\_
- ☐ Biannual Reimbursement  
Due date \_\_\_\_\_
- ☐ Fee for Service Reimbursement  
Due date \_\_\_\_\_
- ☐ Rate Based Reimbursement

Due date \_\_\_\_\_

☐ Milestone/Performance Reimbursement  
Due date/Frequency \_\_\_\_\_

☐ Scheduled Reimbursement  
Due date/Frequency \_\_\_\_\_

☒ Interim Reimbursement as Requested

**Individual Student Services- Pre-Employment Transition Services:**

- By the 30th day of the month, the Contractor shall submit to ACCES-VR District Office a project report and expenditure report for activities performed by the Contractor during the previous three (3) month period. These reports must be submitted to each ACCES-VR District Office for which services were provided. All reimbursements for services will be based on the expenditure report, as approved by the ACCES-VR District Office(s) and recorded on the financial system.
- Contractors must comply with all student project reporting requirements in accordance with each service type.
- If the Contractor fails to submit the expenditure report by the 30th of the month following the services performed during the previous three (3) month period it will be at NYSED's discretion to either process the payment when the report is submitted or to process the payment the following month.

**All Services:**

- *All payment data must be submitted no later than 90 days after the end of each contract year within the 5-year contract cycle. Submissions after March 31, 2021 for the January 1, 2020 through December 31, 2020 contract year will not be honored.*
- Final payment shall be made to the Contractor upon satisfactory proof of expenditures and upon receipt of a final report in a form and having content satisfactory to the Commissioner of Education. If the Contractor has not earned such amount, the Contractor will return to the State any excess payment within thirty (30) days of the termination of this agreement. Payment by the State will be made in the ordinary course of State business upon receipt of properly prepared Claim for Payment forms and expenditure reports.

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

[http://www.osc.state.ny.us/vendor\\_management/index.htm](http://www.osc.state.ny.us/vendor_management/index.htm) and <https://eservices.nysed.gov/paymenthistory/>.

## **II. REPORTING PROVISIONS**

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

☐ Narrative/Qualitative Report

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

☐ Statistical/Quantitative Report

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

☐ Expenditure Report

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

**X Final Report**

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

☐ Consolidated Fiscal Report (CFR)<sup>1</sup>

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

**B. Progress-Based Reports**

**1. Progress Reports**

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

**2. Final Progress Report**

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

**C. Other Reports**

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

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

**TABLE I – REPORTING SCHEDULE**

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

## ATTACHMENT R DATA SECURITY AND PRIVACY PLAN

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

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

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

10. Security of Location - Server room will remain a restricted access, locked room with access via security cards. The list of staff with access to the server room will continue to be reviewed quarterly against the number of times each staff actually gained access to the server room.

11. Breach Notification.

- a. Contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement with an educational agency shall be required to notify such educational agency of any breach of security resulting in an unauthorized release of such data in accordance with Education Law §2-d and any implementing regulations. Upon such notification, the educational agency shall take appropriate action in accordance with Education Law §2-d and any implementing regulations.
- b. In the event that the State is required, pursuant to Education Law §2-d(6)(b), to notify one or more parent, eligible student, teacher or principal of an unauthorized release of student data by the Contractor or its assignee, the Contractor shall promptly reimburse the State for the full cost of such notification.
- c. Contractor acknowledges that it may be subject to penalties under Education Law §§2-d(6) and 2-d(7) for unauthorized disclosure of personally identifiable student, teacher or principal data.
- d. Contractor agrees that it will cooperate and promptly comply with any inquiries from the State based upon the State's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred. Contractor will permit on-site examination and inspection, and will provide at its own cost necessary documentation or testimony of any employee, representative or assignee of Contractor relating to the alleged improper disclosure of data.

## Attachment S

# PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

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

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

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

Parents’ rights under FERPA include:

1. The right to inspect and review the student's education records within 45 days after the day the school or school district receives a request for access.
2. The right to request amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Complete student records are maintained by schools and school districts and not at NYSED, which is the secondary repository of data, and NYSED make amendments to school or school district records. Schools and school districts are in the best position to make corrections to students’ education records.
3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent (including but not limited to disclosure under specified conditions to: (i) school

officials within the school or school district with legitimate educational interests; (ii) officials of another school for purposes of enrollment or transfer; (iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (iv) (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](mailto: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 Name<sup>1</sup>;
- (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.

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<sup>1</sup> 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).

- 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@nysed.gov](mailto:CPO@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 of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

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

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

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

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

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

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

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to

effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))

- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as “directory information” under §99.37. (§99.31(a)(11))

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

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

1. Specify whether this Contract involves disclosure to the Contractor of Student Data, APPR Data, or both.

☒ 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.

Vendors will identify 250 students (ages 14-21) per year and collect demographic data such as the start date of service, social security number, date of birth, race, ethnicity, student status, the specific pre-employment transition services (Pre-ETS services) received, and any other elements deemed necessary to report expenditures for the funded activities with students. Pre-ETS services are as follows: Job Exploration Counseling, Work Based Learning, Counseling on opportunities for enrollment in comprehensive transition or post-secondary educational programs, Workplace Readiness Training, and Instruction in Self-Advocacy.

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:

*Bidder will only share information with those entities that are providing direct services to students and collecting such data. All staff providing such services will be bound by the "Data Security and Privacy Plan" set forth in Appendix R.*

*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: 12/31/24

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

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

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

☒ Student Data

☐ APPR Data

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

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

As an educational agency we will be storing electronic documents in our Office 365 Education Account. Office 365 restricts physical access to their data center to authorized personnel only. As an agency we also enforce complex passwords to increase the security of the data. Office 365 enables encryption of data both at rest and via the network as it is transmitted between a data center and a user. Office 365 regularly back up all data. Office 365 complies with FERPA, HIPAA, as well as various other compliance areas.

**TRAINING SERVICES AGREEMENT**

**between**

**CORNELL UNIVERSITY on behalf of its Bronfenbrenner Center  
for Translational Research  
and**

**CHAMPLAIN VALLEY EDUCATIONAL SERVICES**

This training services agreement (hereinafter "Agreement") is made effective as of the 18th day of September, 2019 by and between Board of Cooperative Educational Services, Sole Supervisory District of Clinton, Essex, Warren, Washington Counties (hereinafter CHAMPLAIN VALLEY EDUCATIONAL SERVICES) with its offices located at 1585 MILITARY TURNPIKE EXT., P.O. BOX 455, PLATTSBURGH, NY 12901 and Cornell University on behalf of its Bronfenbrenner Center for Translational Research with its offices located at 35 Thornwood Drive, Suite 200, Ithaca, NY 14850 (hereinafter "Cornell University").

**WITNESSETH**

**WHEREAS**, CHAMPLAIN VALLEY EDUCATIONAL SERVICES and Cornell University desire to enter into an agreement relating to Therapeutic Crisis Intervention Training of Trainers services which are to be provided by Cornell University for CHAMPLAIN VALLEY EDUCATIONAL SERVICES, delivered at 1585 MILITARY TURNPIKE EXT., P.O. BOX 455, PLATTSBURGH, NY 12901.

**WHEREAS**, CHAMPLAIN VALLEY EDUCATIONAL SERVICES and Cornell University have been engaged in discussions, and have exchanged proposals all relating to the scope of services to be provided by Cornell University to CHAMPLAIN VALLEY EDUCATIONAL SERVICES and their respective rights and responsibilities; and

**WHEREAS**, CHAMPLAIN VALLEY EDUCATIONAL SERVICES desires to engage Cornell University for the purpose of providing to CHAMPLAIN VALLEY EDUCATIONAL SERVICES specific training, education, and associated services (hereinafter detailed as "Services") and Cornell University is willing and agrees to perform the requested Services, all under and pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, CHAMPLAIN VALLEY EDUCATIONAL SERVICES and Cornell University wish to formalize all of their understandings and their mutual agreements by their signing, acceptance and entry into this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises exchanged between the parties, CHAMPLAIN VALLEY EDUCATIONAL SERVICES and Cornell University hereby agree as follows:

**1. DESCRIPTION OF SERVICES.**

- (a) "Services" (which as used in this Agreement shall include educational services) shall include the following described activities and all activities of Cornell University necessary to its performance of the work included in the description herein described.

- i. Materials: Cornell University agrees to ship training materials to the appropriate training locations.
- ii. Training Delivery: Additionally, Cornell University agrees to deliver a five-day *Therapeutic Crisis Intervention for Schools Training of Trainers (TCIS TxT)*. The dates of the training will be January 27-31, 2019. The location of the training to be determined at a later date and agreed upon by both parties.

- (b) Fee for Services: CHAMPLAIN VALLEY EDUCATIONAL SERVICES agrees to pay to Cornell University a fee of \$34,500.00 for the provided services.

2. **BILLING**. Services will be billed by Cornell University through Bronfenbrenner Center for Translational Research, 35 Thornwood Drive, Suite 200, Ithaca, NY 14850.

CHAMPLAIN VALLEY EDUCATIONAL SERVICES,  
1585 MILITARY TURNPIKE EXT., P.O. BOX 455,  
PLATTSBURGH, NY 12901

Payment for services shall be made to the Bronfenbrenner Center for Translational Research within thirty (30) days of CHAMPLAIN VALLEY EDUCATIONAL SERVICES receipt of the bill for services. Outstanding balances beyond 30 days will be assessed a penalty of 5% per month. Purchase orders and checks, payable to Cornell University, will be forwarded to the Bronfenbrenner Center for Translational Research, 35 Thornwood Drive, Suite 200, Ithaca, NY 14850.

3. **TERM**. The term of this Agreement shall commence on the date of signing by both parties and shall continue until December 31, 2020, unless terminated sooner in accordance with its terms.
4. **DISCLAIMER AND TERMINATION**. It is recognized that situations may arise which would make it difficult, if not impossible for Cornell University's instructors to deliver the training as agreed to or in the timeframe agreed to. It is further recognized that there may be situations in which CHAMPLAIN VALLEY EDUCATIONAL SERVICES will desire to discontinue the program. Therefore, it is understood and agreed that Agreement may be postponed or discontinued at any time at the option of either party, upon thirty (30) days prior written notice to the other party. If the training is cancelled by CHAMPLAIN VALLEY EDUCATIONAL SERVICES less than 30 days prior to the training, you will be charged a cancellation fee of \$500.00.
5. **TRAINING EQUIPMENT**. CHAMPLAIN VALLEY EDUCATIONAL SERVICES will provide suitable training equipment, such as a laptop, LCD projector, and speakers; or an equivalent training system, for the Cornell University instructors to utilize in performing the services under this Agreement.

- 6. INDEPENDENT CONTRACTOR.** Cornell University's relationship to CHAMPLAIN VALLEY EDUCATIONAL SERVICES in performing Services under this Agreement is that of an independent contractor. The personnel who will perform services under this Agreement shall at all times be under Cornell University's exclusive direction and control and shall be employees or independent contractors of Cornell University and not CHAMPLAIN VALLEY EDUCATIONAL SERVICES. Cornell University shall pay all wages, salaries, fringe benefits, and other amounts due to its personnel or its independent contractors in connection with this Agreement and shall further be responsible for all reports and obligations respecting them relating to Social Security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
- 7. REPRESENTATIONS.** All Services shall be performed in accordance with sound and generally accepted professional practices and industry standards by professional, managerial, and administrative personnel fully qualified in the respective professional discipline required. All statements and materials regarding its qualifications to perform the Services under this Agreement are true and correct and are not misleading or incomplete for any reason, including by reason of omission. Cornell University makes no warranty, either express or implied, regarding the application or use of its services by CHAMPLAIN VALLEY EDUCATIONAL SERVICES, including any specific outcome or result. Notwithstanding the provisions in Section 4 of this Agreement to the contrary, Cornell University agrees that CHAMPLAIN VALLEY EDUCATIONAL SERVICES may immediately terminate this Agreement if Cornell University has misstated its qualifications to perform the Services hereunder.
- 8. CONFIDENTIAL AND PROPRIETARY INFORMATION.** Confidential or proprietary information, which is disclosed by either party to the other for purposes of performing the Services hereunder and which is clearly identified by the disclosing party as confidential or proprietary information, shall be protected by the receiving party in the same manner and with the same degree that the receiving party uses to protect its own confidential or proprietary information. However, neither party shall be required to keep confidential information which: (a) is or becomes publicly available; (b) already in that party's possession at the time of disclosure by the other party; (c) independently developed by that party outside the scope of this Agreement; or (d) rightfully obtained from third persons.
- 9. INDEMNIFICATION AND RESPONSIBILITY.** In no event shall Cornell University be responsible for any accident or injury caused by the failure of CHAMPLAIN VALLEY EDUCATIONAL SERVICES employees to perform the training exercises properly. CHAMPLAIN VALLEY EDUCATIONAL SERVICES understands that there is risk of personal injury associated with the training exercises when employees of CHAMPLAIN VALLEY EDUCATIONAL SERVICES practice the training exercises. CHAMPLAIN VALLEY EDUCATIONAL SERVICES agrees to hold Cornell University harmless from any accident or injury due to the inherent risk of the performance of the training moves taught and to waive subrogation on behalf of itself and its insurance company for any workers compensation claim. Except as limited above, Cornell University agrees to indemnify and hold CHAMPLAIN VALLEY EDUCATIONAL SERVICES harmless from all claims, losses, expenses, fees (including attorneys fees), and costs and judgments which have or which may be asserted against CHAMPLAIN VALLEY EDUCATIONAL SERVICES that result from

the acts, errors, or omissions of Cornell University and its employees. CHAMPLAIN VALLEY EDUCATIONAL SERVICES agrees to indemnify and hold Cornell University harmless from all claims, losses, expenses, fees (including attorneys fees), and costs and judgments which have or which may be asserted against Cornell University that result from the acts, errors, or omissions of CHAMPLAIN VALLEY EDUCATIONAL SERVICES, CHAMPLAIN VALLEY EDUCATIONAL SERVICES and its employees. As a condition of indemnification, each party agrees to notify the other of any asserted claim, and to cooperate fully in the defense of any such claim.

**10. INTELLECTUAL PROPERTY & NON-EXCLUSIVE LICENSE TO CHAMPLAIN VALLEY EDUCATIONAL SERVICES.** The following provisions shall apply with respect to copyrightable works and intellectual property which pertain to the Services performed by Cornell University under this Agreement:

(a) All materials belonging to or in the possession of CHAMPLAIN VALLEY EDUCATIONAL SERVICES, written, printed, or otherwise recorded, shall be used by Cornell University only in the performance of Services hereunder and Cornell University shall not record, reference, or reproduce such materials without the express written consent of CHAMPLAIN VALLEY EDUCATIONAL SERVICES.

(b) Cornell University and/or the instructor shall retain exclusive copyright and all intellectual property rights to materials developed under this Agreement. The participants in the programs delivered pursuant to the Scope of Work may use the program materials for reference purposes, but any additional use of the materials requires the written permission of Cornell University

**11. CONSEQUENTIAL DAMAGES.** In no event shall either party be liable to the other for payment of any consequential damages.

**12. INSURANCE CERTIFICATE & ADDITIONAL INSURED STATUS.** During the term of this Agreement, Cornell University shall maintain and provide proof upon request to CHAMPLAIN VALLEY EDUCATIONAL SERVICES of the existence of general commercial liability insurance coverage or self insurance program, together with such further insurance coverages which are satisfactory to CHAMPLAIN VALLEY EDUCATIONAL SERVICES. Upon request by CHAMPLAIN VALLEY EDUCATIONAL SERVICES, its officers, directors, agents, affiliates, members and employees, shall all be designated as additional insured on Cornell University general liability insurance policies but limited to those claims accident or incidents arising out of the acts, errors or omissions of Cornell University as specifically limited by section 9.

**13. NONDISCRIMINATION.** The parties agree that they will not discriminate because of sex, race, religion, color, or national origin, and will not discriminate on any basis covered under other applicable laws in any area of their operations under this Agreement. Any violation of this Section 13 by either party shall constitute a material breach of this Agreement.

**14. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to Champlain Valley Educational Services:  
Attn: Julie Duprey  
Champlain Valley Educational Services  
14 Area Development Dr., Suite 100,  
Plattsburgh, NY 12901  
Tel: 518-561-0100 x. 352 Fax: 518-561-0240 e-mail: Duprey\_Julie@cves.org

If to Cornell University  
  
Cornell University, College of Human Ecology, Bronfenbrenner Center for Translational  
Research, Residential Child Care Project  
Attn: Martha Holden  
Title: Project Director  
35 Thornwood Drive, Suite 200  
Ithaca, NY 14850  
Tel: 607-254-5337 Fax: 607-255-8562 e-mail: mjh19@cornell.edu

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

15. **ENTIRE AGREEMENT.** This Agreement, including any appended Exhibits or Schedules contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
16. **AMENDMENT.** This Agreement may be modified or amended if the modification or amendment is made in writing and is signed by both parties.
17. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
19. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New York, and any claims hereunder shall be brought in Tompkins County, New York.
20. **ASSIGNMENT.** This Agreement shall be binding upon the successors of either party hereto but shall not be assigned by either party without the written consent of both parties, said consent not to be unreasonably withheld or delayed. The provisions of this Agreement are solely for the benefit of and shall be enforceable only by CHAMPLAIN VALLEY EDUCATIONAL SERVICES and Cornell University and their respective successors and assigns as permitted hereunder.

**21. FORCE MAJEURE.** Neither party shall be held responsible for any delay or failure in the performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, lightning, lockout, riot, explosion, war, strike, embargo, government requirement, civil or military authorities, acts of God or by the public enemy, acts of terrorism, or other causes beyond the reasonable control of such party.

**22. CAPTIONS AND HEADINGS.** The division of this Agreement into sections and the use of captions and headings are solely for the convenience of the parties and shall have no effect in construing the provisions of this Agreement.

**23. SIGNATORY AUTHORITY.** The individuals signing below on behalf of CHAMPLAIN VALLEY EDUCATIONAL SERVICES and Cornell University are authorized to sign and bind their respective organizations to the terms of this Agreement.

**IN WITNESS WHEREOF,** CHAMPLAIN VALLEY EDUCATIONAL SERVICES and Cornell University on Behalf of its Bronfenbrenner Center for Translational Research have authorized their representatives to execute this Agreement on their behalves on the dates indicated below.

**CHAMPLAIN VALLEY EDUCATIONAL  
SERVICES**

Dated: \_\_\_\_\_, 2019 By

\_\_\_\_\_  
Larry Barcomb, CVES Board President

*Larry Barcomb*  
**Sign  
Here**

\_\_\_\_\_  
Mark C. Davey Superintendent

*Dr. Davey*  
**Sign  
Here**

**CORNELL UNIVERSITY ON BEHALF  
OF ITS BRONFENBRENNER CENTER  
FOR TRANSLATIONAL RESEARCH**

Dated: \_\_\_\_\_, 2019

By:

\_\_\_\_\_  
Peter Farley  
Director of Finance and Administration,  
BCTR

## **ENC. 15**

Recommend that the Board approve the following Amendments:

1. Hardship and Eligibility Amendments to the Clinton-Essex-Warren-Washington BOCES 403(b) Retirement Plan administered by U.S. OMNI on behalf of BOCES, effective January 1, 2020. (Management Services) (attached)

## **ENC. 16**

Recommend that the Board approve the following Petty Cash Fund and Bursar for the remainder of the 2019-20 school year:

1. Jessica LaClair as bursar of the \$100 petty cash fund at the Management Services Office (replacement for Sherry Aguglia).

## **ENC. 17**

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

1. Julie Duprey, Typist, Effective January 2, 2020.

## **ENC. 18**

Recommend that the Board accept the following letters of Resignation:

1. Tiffany Snow, Community Outreach Coordinator, Effective January 6, 2020, for the purpose of accepting an Adult Literacy Teacher position.
2. Nicole Pierce, Registered Nurse, Effective January 1, 2020 for the purpose of accepting a 40% Registered Nurse position.
3. Amanda Wilson, Food Service Helper, Effective December 5, 2019

## **ENC. 19**

Recommend the Board approve the following Leave of Absence:

1. Marcia Brinton, Teacher Aide/Student Aide, Leave of Absence November 26, 2019 through December 17, 2019.

HARDSHIP AND ELIGIBILITY AMENDMENTS TO  
THE Clinton-Essex-Warren-Washington BOCES  
403(b) RETIREMENT PLAN

WHEREAS, the Clinton-Essex-Warren-Washington BOCES ("Plan Sponsor") maintains the Clinton-Essex-Warren-Washington BOCES 403(b) Retirement Plan ("Plan"); and

WHEREAS, pursuant to Rev. Procs. 2013-22 and 2019-39, and IRS Notice 2018-95, the Plan Sponsor amends the plan documents in a good faith effort to meet the requirements of law, regulations or other issuances regarding eligibility requirements and hardship distributions; and

WHEREAS, this amendment is intended as a good faith effort to comply with the requirements of eligibility to participate in the Plan and hardship distribution final regulations and is to be construed in accordance with the same. Both the Amendment and the eligibility and hardship distribution final regulations will supersede any inconsistent Plan provisions;

NOW, THEREFORE, BE IT RESOLVED that the "Note" provisions set forth in the Adoption Agreement, "Employee Eligibility" is hereby restated and amended to read as follows:

*[Note: An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard. Careful attention must be paid to compliance with the 20-hour rule by the District as it is necessary to the tax-qualification of the Plan.]*

*[Note: Persons occupying an elected or appointive public office are not eligible for the Plan unless such office is one to which the individual is elected or appointed only if the individual has received training, or is experienced, in the field of education.]*

BE IT FURTHER RESOLVED that the "Note" provision set forth in the Adoption Agreement, "Hardship Distributions" is hereby restated and amended to read as follows:

*[Note: if hardship distributions under the Plan are allowed, the Plan and Vendors will apply the IRS "safe harbor" rules for such distributions. Effective 1/1/2020, the plan will no longer suspend elective contributions following a hardship withdrawal. See section 5.5 of the Plan for more information.]*

BE IT FURTHER RESOLVED that section 5.5 of the Basic Plan Document, "Hardship Withdrawals" is hereby restated and amended to read as follows:

**5.5 Hardship Withdrawals**

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer or Employer's agent and the Service Provider(s) to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to Section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations). In addition, in the case of a hardship withdrawal that is not automatically deemed to be

necessary to satisfy the financial need (pursuant to Section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Service Provider shall obtain information from the Employer or other Service Provider(s) to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

(c) Safe Harbor Contributions/QNECs/QMACs. Effective 1/1/2020, hardship distributions are permitted from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), if available under the Plan and not held in a Custodial Account.

(d) Amount Necessary to Satisfy Need Requirement. Effective 1/1/2020, a distribution will be determined to satisfy an immediate and heavy financial need only if the three criteria listed below are met:

i. The distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

ii. The Participant has obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer; and

iii. The Participant has represented (in writing or by an electronic medium) that he has insufficient cash or other liquid assets to satisfy the financial need.

(e) Six-Month Suspension. Effective 1/1/2020, the Plan will not initiate a six-month suspension period on Elective Deferrals (and after-tax contributions) following a hardship distribution.

(f) Loan Requirement. Effective 1/1/2020, Participants are not required to take all available nontaxable loans before applying for a hardship distribution.

(g) Modification of Repair Expense. Between 1/1/18 and 2/17/19, the plan modified the safe harbor immediate and heavy financial need expense relating to damage to a principal residence (i.e., §1.401(k)-1(d)(3)(iii)(B)(6) and Basic Plan Document 5.5(g)) to include expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165. Effective 2/19/19, the plan modified the safe harbor immediate and heavy financial need expense relating to damage to a principal residence (i.e., §1.401(k)-1(d)(3)(iii)(B)(6)) to include expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income).

(h) New Safe Harbor Financial Need Provision. Effective 1/1/2020, the following immediate and heavy financial need will be considered as a safe harbor criteria for hardship distributions in addition to the safe harbor financial need provisions outlined in 5.5(g) of the Basic Plan Document and §1.401(k) - 1(d)(3)(iii)(B):

i. Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

BE IT FURTHER RESOLVED that the Plan, as restated and amended is hereby approved and adopted.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Resolution and Amendment to be adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

Clinton-Essex-Warren-Washington BOCES

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



HARDSHIP AND ELIGIBILITY AMENDMENTS TO  
THE Clinton-Essex-Warren-Washington BOCES  
403(b) RETIREMENT PLAN

WHEREAS, the Clinton-Essex-Warren-Washington BOCES ("Plan Sponsor") maintains the Clinton-Essex-Warren-Washington BOCES 403(b) Retirement Plan ("Plan"); and

WHEREAS, pursuant to Rev. Procs. 2013-22 and 2019-39, and IRS Notice 2018-95, the Plan Sponsor amends the plan documents in a good faith effort to meet the requirements of law, regulations or other issuances regarding eligibility requirements and hardship distributions; and

WHEREAS, this amendment is intended as a good faith effort to comply with the requirements of eligibility to participate in the Plan and hardship distribution final regulations and is to be construed in accordance with the same. Both the Amendment and the eligibility and hardship distribution final regulations will supersede any inconsistent Plan provisions;

NOW, THEREFORE, BE IT RESOLVED that the "Note" provisions set forth in the Adoption Agreement, "Employee Eligibility" is hereby restated and amended to read as follows:

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(c) Safe Harbor Contributions/ONECs/QMACs. Effective 1/1/2020, hardship distributions are permitted from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), if available under the Plan and not held in a Custodial Account.

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i. The distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

ii. The Participant has obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer; and

iii. The Participant has represented (in writing or by an electronic medium) that he has insufficient cash or other liquid assets to satisfy the financial need.

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(f) Loan Requirement. Effective 1/1/2020, Participants are not required to take all available nontaxable loans before applying for a hardship distribution.

(g) Modification of Repair Expense. Between 1/1/18 and 2/17/19, the plan modified the safe harbor immediate and heavy financial need expense relating to damage to a principal residence (i.e., §1.401(k)-1(d)(3)(iii)(B)(6) and Basic Plan Document 5.5(g)) to include expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165. Effective 2/19/19, the plan modified the safe harbor immediate and heavy financial need expense relating to damage to a principal residence (i.e., §1.401(k)-1(d)(3)(iii)(B)(6)) to include expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income).

(h) New Safe Harbor Financial Need Provision. Effective 1/1/2020, the following immediate and heavy financial need will be considered as a safe harbor criteria for hardship distributions in addition to the safe harbor financial need provisions outlined in 5.5(g) of the Basic Plan Document and §1.401(k) - 1(d)(3)(iii)(B):

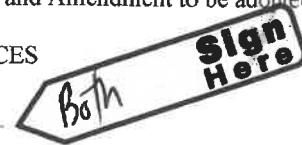
i. Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

BE IT FURTHER RESOLVED that the Plan, as restated and amended is hereby approved and adopted.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Resolution and Amendment to be adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

Clinton-Essex-Warren-Washington BOCES

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



## **ENC. 20**

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

1. Name: Aimee Lobdell  
Tenure Area: Teaching Assistant  
Position: Teaching Assistant  
Effective Date: December 2, 2019  
Annual Base Salary: \$20,841 (Salary may increase once contractual agreement for 2019-20 is approved)  
Prorated Salary: \$14,588.70

(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. 21**

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

1. Name: Kara Taylor  
Position: Accountant  
Effective Date: December 11, 2019  
Tentative Permanent Date: December 11, 2020  
Annualized Salary: \$41,500  
Prorated Salary: \$23,144.23
2. Name: Nicole Kritziotis (Pending Fingerprint Clearance)  
Position: Account Clerk/Typist  
Effective Date: January 2, 2020  
Tentative Permanent Date: January 2, 2021  
Annualized Salary: \$26,188  
Prorated Salary: \$ 12,993.28
3. Name: Nicholas Bushey  
Position: Custodial Worker  
Effective Date: January 2, 2020  
Tentative Permanent Date: January 2, 2021  
Annualized Salary: \$30,509  
Prorated Salary: \$ 15,137.16

## **ENC. 21 CONTINUED**

4. Name: Donald Barber, Jr.  
Position: Teacher Aide/Student Aide  
Effective Date: December 2, 2019  
Tentative Permanent Date: December 2, 2020  
Annualized Salary: \$16,982  
Prorated Salary: \$ 11,776.46
5. Name: Kristin Brandon  
Position: Teacher Aide/Student Aide  
Effective Date: December 9, 2019  
Tentative Permanent Date: December 9, 2020  
Annualized Salary: \$16,982  
Prorated Salary: \$11,349.78
6. Name: Rachel Desotell  
Position: Teacher Aide/Student Aide  
Effective Date: December 12, 2019  
Tentative Permanent Date: December 12, 2020  
Annualized Salary: \$16,982  
Prorated Salary: \$11,093.77

## **ENC. 22**

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

1. Dana Green, Account Clerk/Typist, Effective January 24, 2020
2. Erin Keefe, Account Clerk/Typist-Confidential, Effective January 28, 2020

## **ENC. 23**

Recommend that the Board appoint the following person(s) to a Temporary Appointment for the 2019-20 school year:

1. Name: Tiffany Snow  
Position: Adult Literacy Teacher  
Effective Date: January 6, 2020 – June 30, 2020  
Certification Status: Literacy and GED Preparation Instructor  
Annual Base Salary: \$46,500  
Prorated Salary: \$ 27,900

## **ENC. 24**

Recommend that the Board appoint the following person to a Part-Time Appointment for 2019-20 school year:

1. Name: Nicole Pierce  
Position: Registered Nurse – 40%  
Effective Date: January 1, 2020  
Annual Base Salary: \$36,483 (Salary may increase once contractual agreement for 2019-20 is approved)  
Prorated Salary: \$8,252.83

## **ENC. 25**

Recommend that the Board approve the following list of Substitute and Temporary-On-Call appointments for the 2019-20 school year:

<u>Name</u>	<u>Position</u>
Jerel Billings	Building Maintenance Mechanic (Pending Fingerprint Clearance)
Thomas Fisher	Building Maintenance Mechanic
Thomas Fisher	Teacher
Colleen Gilligan	Teacher (Pending Fingerprint Clearance)
Lisa Tallman	Teacher (Pending Fingerprint Clearance)
Cynthia Warner	Teaching Assistant
Susan Mueller	Food Service Helper
Jerel Billings	Custodial Worker (Pending Fingerprint Clearance)
Donna Caramia	Teacher Aide/Student Aide
Christopher Mazzella	Principal

## **ENC. 26**

Recommend that the Board approve the following Adult Education Course Instructor for the 2019-20 School Year:

Adult Education (\$28.00/hr)  
Scott Fairchild (Pending Fingerprint Clearance)

## **ENC. 27**

Recommend that the Board approve the rate of \$36.83/hour for Jessica LaClair, for hours worked beyond the contractual work day as Deputy Treasurer of the Board, as needed, effective July 10, 2019 through the July 2020 Reorganization Meeting.

## **ENC. 28**

Recommend that the Board approve the Memorandum of Agreement between the Clinton-Essex-Warren-Washington Board of Cooperative Educational Services and the 12-Month Support Staff that acknowledges and agrees to add the title Senior Caseworker to be included in the contract. (attached)

## **ENC. 29**

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

Richard Harriman, Sr.  
BOCES 2020 Advocacy (Lobby) Day  
February 26, 2020 Albany, NY (overnight accommodations needed)

# ENC. 28

## MEMORANDUM OF AGREEMENT

Between

BOARD OF COOPERTATIVE EDUCATIONAL SERVICES

of

CLINTON, ESSEX, WARREN, WASHINGTON COUNTIES

And

THE CHAMPLAIN VALLEY EDUCATIONAL SERVICES 12-MONTH SUPPORT STAFF

November 1, 2019

WHEREAS, the title of Senior Caseworker is now being created by BOCES, and the parties desire to include that position within the negotiations unit represented by 12 Month Support Staff Until pursuant to Article 2, paragraph C, or the parties' collective bargaining agreement for the term July 1, 216 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 Senior Caseworker** to the 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 Senior Caseworker** to list of positions in chart of Article 4, paragraph A, that follow the statement below:

- B. 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 – SCHEDULE A

The minimum entry level salary for the title of Senior Caseworker for the 2019-2020 school year shall be \$45,000. Subsequent years shall be as follows:

- 2020-21: \$45,900
- 2021-22: \$46,818
- 2022-23: \$48,255

4. Other Matters:

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

**AGREED AND ACCEPTED:**

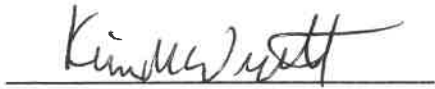
**FOR BOCES:**

A handwritten signature in black ink, appearing to read "Dr. Mark Davey, Ed.D.", written over a horizontal line.

Dr. Mark Davey  
District Superintendent

Date: 11-20-19

**FOR 12-MONTH SUPPORT:**

A handwritten signature in black ink, appearing to read "Kim Wimett", written over a horizontal line.

Kim Wimett  
Unit President

Date: 11-18-19

**CVES MISSION**

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

**MEMORANDUM**

TO: Dr. Mark Davey  
FR: Teri Calabrese-Gray *TCB*  
DA: November 24, 2019  
RE: December 2019 Board Report

**CVES COMMUNICATIONS DEPARTMENT RECEIVES AWARDS AND PRESENTS AT ANNUAL NYSSBA CONFERENCE IN ROCHESTER**

On Oct. 25, 2019, Megan Manson and Matthew Smith of Champlain Valley Educational Services conducted a presentation entitled ***Crisis Communication: Monitoring and Securing Social Media*** at the NYS School Boards Association conference in Rochester, NY. Approximately 100 board of education members and school superintendents from around the State were in attendance.



**NYSPRA Awards**

Megan-Jean Manson, CVES Publications Specialist and the Plattsburgh City School District's Assistant Superintendent, David Baroody, won an *Award of Excellence for Overall Graphics and Design* for the re-branding of the District's logo and graphics at the New York State School Public Relations (NYSPRA) Awards Banquet in Rochester, NY. Megan Manson and Matthew Smith, CVES Communications Coordinator, also won an Award of Honor for the public information campaign for the CVES Capital Project.



Matthew Smith and Megan Manson presented the award to Plattsburgh CSD's Dave Baroody at a Plattsburgh Board of Education meeting on Nov. 7.



## **BOARD OF REGENTS AND EDUCATION DEPARTMENT LAUNCH PHASE I OF REVIEW OF NEW YORK STATE GRADUATION MEASURES**

In early November, the NYS Board of Regents and State Education Department started the first phase in the review of graduation measures in New York State. The information gathering phase includes partnering with Achieve to conduct a review of the relevant research and practices in other states and countries. In addition, the Regents and Department will hold regional meetings starting in January through March 2020 to help gather feedback on five guiding questions to help inform the work of a Blue Ribbon Commission to be formed next year. ***The Regional North Country Forum is scheduled to be held in Malone on Monday, February 3, 2020 from 5:00 p.m. - 7:30 p.m. with a snow date of Thursday, February 6, 2020 (location TBD).***

Phase 1: Information Gathering activities to compile research and regional meeting feedback to present to the Board of Regents. For the research component, Achieve will:

- **Conduct a literature review** of the research on graduation requirements and the practices in other states as well as international models. This will include, but not be limited to, research conducted by the Metropolitan Center at NYU and the Research Alliance of NYC schools;
- **Focus on innovative models** and how states aim to improve college and career readiness through these policies and practices; and
- **Provide a report and presentation to the Board** in February 2020.

At least one regional meeting will be held in each judicial district and will be led by the local Board of Regents Member, the BOCES District Superintendent and Big Five district staff, as well as State Education Department staff. For anyone unable to attend a regional meeting but wishing to contribute feedback, a public comment email box has been established. Comments may be submitted to [GradMeasures@nysed.gov](mailto:GradMeasures@nysed.gov).

The meetings will include the opportunity for attendees to break out into small groups to discuss each of five guiding questions and provide feedback to the Department. Achieve will synthesize and compile the feedback from each regional meeting, as well as feedback received in writing, and provide a written report to the Board of Regents that will be presented in Spring 2020.

Chancellor Rosa committed to rethinking New York's graduation measures in February 2019 and in July 2019, the Board of Regents announced it will create a Blue Ribbon Commission to review the State's high school graduation measures and reaffirm what it means to obtain a diploma in New York State.

The Commission will examine what a State diploma should signify to ensure educational excellence and equity for every student in New York State. The Commission will consider whether state exit exams, as a sole measure, improve student achievement, graduation rates, and career and college readiness. The Commission will look at whether adding other measures of achievement could better serve New York's diverse student population as indicators of what they know and if they are career and college ready. Phase I: Information Gathering activities are intended to inform the Commission's work.

To allow for a transparent and meaningful information gathering process, the Department has created a **Graduation Measures** website (<http://www.nysed.gov/grad-measures>) which features updates throughout the process and has established a listserv that is open to anyone wishing to receive updates. For those interested in signing up for the listserv, please visit [www.nysed.gov/grad-](http://www.nysed.gov/grad-)

[measures/contact-us](#). The Department will also provide updates via traditional social media platforms including Facebook, Twitter and LinkedIn with #NYSGradMeasures.

### **Presidential Awards for Excellence in Mathematics and Science Teaching**

The **Presidential Awards for Excellence in Mathematics and Science Teaching (PAEMST)** <https://www.paemst.org/> are the highest honors bestowed by the United States government specifically for K-12 science, technology, engineering, mathematics, and/or computer science teaching. The Awards were established by Congress in 1983. The President may recognize up to 108 exemplary teachers each year. This year's awards will honor science, technology, engineering, mathematics, and/or computer science teachers working in grades K-6. Nominations close on March 1, 2020.

**CVES MISSION**

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TO: Dr. Mark C Davey  
FROM: Michele M. Friedman  
DATE: November 25, 2019  
RE: December 2019 Board Report



**CV-TEC Teacher, Tom Aubin Selected as a Semi-Finalist in National CTE Teaching Excellence Challenge for Three Consecutive Years!**

Harbor Freight Tools for Schools Prize for Teaching Excellence foundation announced that CV-TEC would receive \$1,000 in recognition of the excellent teaching demonstrated by one of its instructors. Mr. Tom Aubin, a 35-year veteran welder and welding teacher, was recently selected as one of 54 semi-finalists in a national competition of almost 600 Career and Technical Education (CTE) teachers. **This is the third consecutive year that Mr. Aubin has been honored with this award.**

In order to be eligible for a Harbor Freight Tools for Schools Prize for Teaching Excellence, Mr. Aubin was required to watch professional development videos, to read professional development articles, to document his teaching proficiency and to document his technical content knowledge.

According to Harbor Freight the company's criteria for defining an "excellent" program includes "one led by a teacher who clearly loves the subject matter and is both highly knowledgeable and skilled; whose curriculum is matched to a relevant career pathway and future work choices; is designed to flow seamlessly into next-step options, whether to employment or college; encourages exploration and experimentation

among students in a safe environment; and connects students to new relationships and worlds outside the classroom."

Harbor Freight Tools for Schools, LLC supports the advancement of skilled trades' education in America, born out of its founder's deep respect for the dignity of these fields and for the intelligence and creativity of people who work with their hands. This charitable initiative was created to foster and shine a light on excellence in skilled trades education in American public high schools, and it aims to stimulate greater understanding, support and investment by public entities and others. Top-notch skilled trades education in high school offers pathways to graduation, opportunity, good jobs and a workforce our country needs. Harbor Freight Tools for Schools was founded by Eric Smidt, co-founder, owner and CEO of national tool retailer Harbor Freight Tools, and is now one of the philanthropic programs of The Smidt Foundation.

### **CV-TEC Prepares for SREB Curriculum Instruction Review (CIR)**

CV-TEC is preparing for the nationally recognized, Southern Region Education Board's CIR site visit later this Fall. The purpose of the review is to gather pertinent data and information regarding existing CV-TEC Programs of Study in anticipation of completing the required Comprehensive Local Needs Assessment (CLNA) as outlined in the Federal Carl D. Perkins V Legislation and NYSED. The SREB team will begin the review in December.

The Carl D. Perkins Act is federal legislation that provides funding for Career and Technical Education (CTE) throughout the United States. This year, the re-authorized Perkins V Legislation requires that each agency, including CV-TEC, complete a Comprehensive Local Needs Assessment (CLNA) to continue eligibility to receive the funding. The results of the CLNA will provide valuable insight regarding our current CTE Programs, identify areas of strength as well as areas of improvement and will determine CV-TEC Perkins V Grant Goals and initiatives for the next four (4) school years.

The Southern Regional Education Board (SREB) has been contracted by CV-TEC agency to conduct our required CLNA. SREB will collect various data from stakeholder populations and conduct a Curriculum and Instructional Review (CIR) followed by a Site Development Workshop. The CIR will take place December 10-12, 2019 on all three (3) campuses. One of the strongest elements of the CIR is its ability to support and sustain school improvement in the region by engaging local team members.



### **SkillsUSA Members Attend Fall Leadership Conference**

Fourteen CV-TEC students and four CV-TEC faculty members from both our Plattsburgh and Mineville Campuses attended the Annual NYS SkillsUSA Fall Leadership Conference held on November 3-5, 2019 in Albany, NY. The Fall Leadership Conference was impressive, with ALL students participating in leadership activities and doing their very best. Students were also taken on a tour of the New York State Capitol Building. During the tour they learned the history of the construction of the building as well as were able to see where their elected officials meet and hold Legislative Sessions.



P.O. Box 455, Plattsburgh, NY 12901 [www.cves.org](http://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.*

To: Dr. Mark Davey, District Superintendent  
From: Bonnie Berry, Interim Director of Special Education  
Date: December, 2019  
Re: Board of Cooperative Educational Services Report

### 2019-2020 Special Education Update

#### Polar Plunge

Great news, our team in collaboration with the Sheriff's Dept. FOP Lodge 999 has raised over \$2000 in the Polar Plunge for Special Olympics. We are ranked in 3<sup>rd</sup> place! Thank you to all who donated and to brave souls who took the plunge.



#### Board of Regents Appointment

In October 2019, Tonya Robinson was appointed by the Board of Regents to serve on the Advisory Council for Post-Secondary Education for Students with Disabilities. The Advisory Council was established to advise the NYS Education Department on policies and practices to improve the transition of students with disabilities to postsecondary education and training, fiscal resource needs and disability-related accommodations and supports that will assist a student with college success. In addition to serving on the Council, Tonya will also serve on the associated Technical Assistance workgroup.

#### Celebration of Gratitude in November

The WAF PBIS theme for November was Gratitude. Students made gratitude bracelets for friends. They also made dog biscuits and collected goods for the animal shelters in our area. Ms. Burdo from SPCA collected the donations and held a question and answer session for the students. High School Life skills displayed Gratitude through the alphabet at the gratitude assembly.





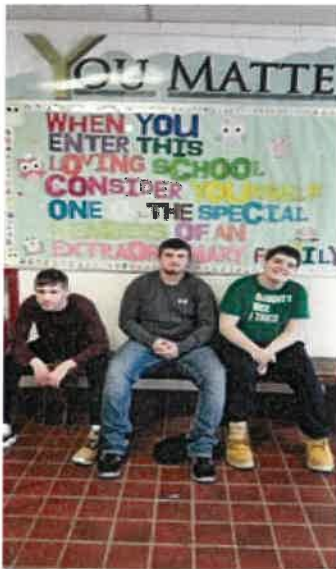
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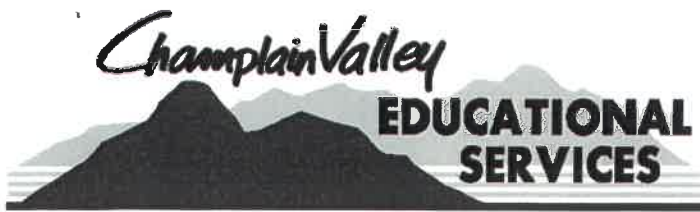
High School students in Mineville showcased a bulletin board to welcome all. Thank you to Riley Anson, Ethan Evans and Ryan Cave for the inspiration. The Special Education staff and students celebrated with a schoolwide Thanksgiving feast.

### Professional Development with Dave Melnick



On November 22<sup>nd</sup>, 180 staff members of the special education division participated in a full day professional development with Dave Melnick of the Northeastern Family Institute of Vermont on **How Schools Become Healing Places: Developmental Trauma and Trauma-Informed Practices.** Last year Dave presented to the staff to present background information regarding the brain and trauma. Staff is now focusing on how to implement the strategies to become a trauma transformed school. He explained that we focus on trauma because trauma and unregulated stress fracture and destroy relationships resulting in relational poverty. Stress is contagious. He related secondhand stress to secondhand smoke.

When it is unregulated, stress injures people, groups, classrooms and schools. The solution to transform trauma in schools is to optimize relationships. Staff will be meeting as a follow up to make a



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commitment to change. The Leadership and Catalyst groups will be meeting again with Dave in January, February and March.

### Mindfulness Room

A key strategy in our transformation is to build relationships with students and to help the students with coping strategies. This year in our Strategic Plan we developed one of the targets to look at students at high stress levels and track restraints and break room use for them to help us in addressing their stress levels and providing them with a toolkit to help with self-care. Staff members had attended conferences with Dave Melnick and Dr. Bruce Perry regarding trauma and mindfulness training. Staff researched what worked with students and one of the key pieces was the use of a Mindfulness Room. A group started planning to collect data in September and October and to prepare a Mindfulness Room for use by those students in frequent crisis situations. Thankful to Toni Perez and her intern the room was prepared and ready for use in November.



The Mindfulness Room is a supportive environment which will assist students in their self-calming efforts by providing them with a quiet, safe, and relaxing environment. When students are in distress, a crisis could occur that results in the use of a restraint and/or break room use. At CVES, we are committed to eliminating this intervention and believe that the Mindfulness Room is a tool that can assist in this effort. The Mindfulness Room is in a central location. It is designed and furnished to provide an area of low stimulus and away from other peers/individuals. The entire room, from the color of the wall to its furnishings, has been designed to facilitate the

process of self-calming and soothing.

The Mindfulness Room will be used by a counselor for students on a voluntary basis. The student must continue to demonstrate self-control to use the Mindfulness Room and must be using it as a way to maintain self-control. The Mindfulness Room will include self-regulating and sensory activities to promote self-control and calming effects. It is not a Time Out Room and will not be used as a punishment.