



REGULAR MEETING – March 22, 2018

A Regular Meeting of the Tech Valley Regional Technology Institute (Tech Valley High School), a joint venture of the Board of Cooperative Educational Services of Albany-Schoharie-Schenectady-Saratoga Counties, 900 Watervliet-Shaker Road, Albany, New York, and the Board of Cooperative Educational Services of Rensselaer-Columbia-Greene Counties, 10 Empire State Boulevard, Castleton, New York, was held on March 22, 2018 at the Tech Valley High School, SUNY College of Nanoscale Science and Engineering, 246 Tricentennial Drive, Albany, New York 12203. The meeting was called to order at 6:15 p.m. by President Puccio.

PRESENT

Jeff Bradt
Edmund Brooks
John Hill
Lynne Lenhardt
Carol Orvis
John Phelan
Paul Puccio
Gladys Cruz, Dist. Supt.
Anita Murphy, Dist. Supt.
Gretchen Wukits, Clerk of the Board

ABSENT

John Bergeron
Kevin Kutzscher
Marilyn Noonan

STAFF

James Niedermeier
Susan DiDonato

GUESTS

Wendy Ashley
Danielle Bouton-Wales
Mike Buono
Harry Hadjioannou
Danielle Hemmid
Kevin Harren
Jason Irwin
Audrey Ruffinen
Lynne Wells
John Yagielski

President Puccio led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

President Puccio requested a motion to amend the agenda. It was moved by Mrs. Lenhardt and seconded by Mr. Brooks to amend the agenda. The motion passed unanimously.

AGENDA

President Puccio recommended moving the Executive Session to the third item on the agenda and entering into Executive Session immediately to discuss collective bargaining.

It was moved by Mrs. Orvis and seconded by Mrs. Lenhardt to enter into Executive Session to discuss collective bargaining at 6:17 p.m. The motion passed unanimously.

EXECUTIVE SESSION

It was moved by Mrs. Lenhardt and seconded by Mr. Phelan to reconvene the Regular Session at 6:35 p.m. The motion passed unanimously.

It was moved by Mrs. Orvis and seconded by Mrs. Lenhardt to accept the January 25, 2018 Board Meeting Minutes. The motion passed unanimously.

Ms. Danielle Hemmid, TVHS Special Education Teacher, and Mr. Jason Irwin, TVHS Mathematics Teacher, introduced themselves and thanked the Operating Board members for their support.

Mr. Harry Hadjioannou, Deputy Superintendent, Questar III BOCES, and Mr. John Yagielski made a presentation on sustainability for TVHS. Mr. Hadjioannou explained that he and Mr. Yagielski had reviewed all of the prior research on subsidizing the cost of tuition over the 10 years since the opening of TVHS with the revenue from the state grant. He enumerated the three original sources of revenue identified: tuition, grants, and monetizing professional development and intellectual property. He emphasized the need to increase revenue. Mr. Yagielski noted the targeting of middle school level students reflected increased recruitment. He stated moving enrollment up on a steady basis would reduce the reliance on the state grant. Ms. Anita Murphy, District Superintendent, Capital Region BOCES, acknowledged it is hard work recruiting students to TVHS. Mr. Hadjioannou observed that the District Superintendents' making calls to component school superintendents yielded the best results. Ms. Murphy commented that coordinating transportation by school districts remains a challenge, and sharing transportation should be explored. President Puccio emphasized that TVHS offers unique opportunities such as the I-term experience and internships. He stressed the need to capitalize on the role of the Business Alliance. Mrs. Orvis shared her enthusiasm about the extremely talented TVHS faculty. Ms. Murphy suggested recruiting students from charter schools. Mr. Hadjioannou reemphasized the need to grow the revenue side of the budget. Mr. Yagielski recognized that there had been ongoing attempts at procuring grants. Ms. Murphy observed that the big substantial grants are offered by large private foundations, and they should be pursued. President Puccio acknowledged that effort would require staff resources. Mr. Hadjioannou stated an inventory would be taken of TVHS intellectual property. He emphasized that every student who comes to TVHS graduate. Mr. Yagielski concluded the presentation by encouraging the continuation of bringing people to TVHS to benefit from the engagement with the school.

It was moved by Mrs. Orvis and seconded by Mrs. Lenhardt to approve the following:

RESOLVED: that the Tech Valley Operating Board approve the Internal Claims Auditor Report for January 10, 2018 through February 28, 2018. The motion passed unanimously.

It was moved by Mrs. Orvis and seconded by Mrs. Lenhardt to approve the following:

MINUTES

RECOGNITION OF VISITORS

UPDATE ON SUSTAINABILITY REVIEW

INTERNAL CLAIMS AUDITOR REPORT

TREASURER'S REPORTS

RESOLVED: that the Tech Valley Operating Board approve the Treasurer’s Reports for the periods ending January 31, 2018 and February 28, 2018. The motion passed unanimously.

It was moved by Mrs. Lenhardt and seconded by Mrs. Orvis to approve the following:

BUSINESS ALLIANCE MEMBERSHIP

RESOLVED: that the Tech Valley High School Operating Board approve the appointment of the following Business Alliance Members for the terms as follows.

<u>Name</u>	<u>Company</u>	<u>Term Expires</u>	(Appointments)
Julianne Clouthier Industry Engagement Manager	FuzeHub	June 30, 2021	
Alex Oscilowski President	TEL Technology Center, America	June 30, 2021	
Ryan Spellman Senior Director	Center for Internet Security	June 30, 2021	

President Puccio and Mrs. Lenhardt commented that in addition to the new Business Alliance members, the addition of the Provost at SUNYA to the Foundation was advantageous. The motion passed unanimously.

Mr. James Niedermeier, Principal and Chief Academic Officer, indicated the gala had been a great success, raising approximately \$24,000. He extended thanks and appreciation to Ms. Audrey Ruffinen, TVHS Communications Coordinator, and Ms. Hemmid for their effort and hard work. He reported he had participated in advocacy activities with Capital Region BOCES Superintendents and students from TVHS, promoting awareness of TVHS at the legislature. In presenting the results of the 2018 enrollment lottery, he noted that the attrition rate had slowed. Mr. Bradt inquired if there were any students from Albany who had indicated an interest in attending TVHS. Ms. Murphy explained that enrollment would be offered to Albany students after the lottery results had been finalized. Mr. Niedermeier provided an overview of Project Management and participation in the Confucius Institute Classroom which will support the Chinese language program.

PRINCIPAL’S REPORT

Mr. James Niedermeier presented the Proposed 2018-19 TVHS Budget. He reviewed the changes implemented to reduce costs and how that translated to making progress toward reducing the gap between tuition cost and the actual cost per student.

PRESENTATION OF PROPOSED 2018-19 TVHS BUDGET

It was moved by Mrs. Lenhardt and seconded by Mr. Brooks to approve the following:

RESOLVED: that the Tech Valley High School Operating Board approve the Proposed Budget of \$2,379,628 for the 2018-2019 fiscal year. The motion passed unanimously.

Dr. Gladys Cruz, District Superintendent, Questar III BOCES, stated how excited she was about the new Foundation members. She said she had met with the SUNYA President, and the President was very supportive of TVHS. Ms. Murphy acknowledged that the budgets for the Capital Region BOCES component school districts are tight, and she voiced her appreciation to the superintendents for considering TVHS. President Puccio emphasized the good relationship between Mr. Niedermeier and the Provost reflecting SUNYA's interest in building a relationship with TVHS.

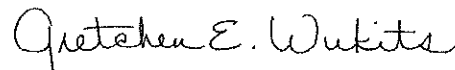
**DISTRICT
SUPERINTENDENTS'
REPORT**

It was moved by Mrs. Lenhardt and seconded by Mrs. Orvis to adjourn the meeting at 7:50 p.m. The motion passed unanimously.

ADJOURNMENT

May 15, 2018

Date



Gretchen E. Wukits
Clerk of the Board

Tenure Appointment

NAME: Jennifer Ezzo

POSITION: Teacher, Tech Valley High School

CERTIFICATION: Social Studies 7-12, Initial

TENURE AREA: Social Studies

DATE OF EMPLOYMENT ACTION: July 30, 2015

DATE PROBATIONARY PERIOD STARTED: July 1, 2015

DATE PROBATIONARY PERIOD ENDS: June 30, 2018 (received one year of Jarema credit for 2014 - 2015)

RECOMMENDED BY: James Niedermeier, Principal

BACKGROUND DATA: I am providing the following information relative to the granting of tenure to Jennifer Ezzo, Social Studies Teacher at Tech Valley High School.

Thoughtful Classroom Teacher Effectiveness Framework

A. Student Achievements:

Ms. Ezzo's students have scored very highly on the World History Regents exam, which tends to be one of the more difficult exams for students to pass because it covers two years' worth of content.

Exam	2015 Regents Results		2016 Regents Results		2017 Regents Results	
	Passing Rate	Mastery (85% and above)	Passing Rate	Mastery (85% and above)	Passing Rate	Mastery (85% and above)
World History	90%	53%	97%	57%	97%	67%

While these results are impressive, I've been even more impressed with how she reacts when students do not pass her exam. This year, Ms. Ezzo worked tirelessly with a senior who had failed the exam several times. Even though this senior didn't technically need to pass this exam to graduate, Ms. Ezzo encouraged her to continue to work to pass it. I'm happy to report that the student passed this January with an 82.

In addition to these standardized test results, Ms. Ezzo ensures that students work to the best of their abilities in her class. Her innovative practices involving student grouping, student reflection, and home communication have spread to other classes. It should also be noted that Ms. Ezzo's Anthropology class is taught through SUNY Albany and has resulted in students successfully earning 69 college credits in the last two years.

B. Teacher Observations

Ms. Ezzo has consistently scored in the "Highly Effective" range on her teacher evaluations. Her classroom management is impeccable, especially for a newer teacher, but she really shines in the area of student engagement and enjoyment. Along with her co-teacher, Mr. O'Brien, Ms. Ezzo has constructed some of the most creative and thought-provoking projects we have at TVHS. For example, her project "Stories in Stone" involves students learning about WWI and WWII through the specific lens of fallen soldiers from this region and involves partnerships from veteran organizations and a local cemetery. Her Middle East Peace project involves students participating in a mock UN scenario to resolve the conflict between Israel and Palestine and involves the partnership of local pro-Israel and pro-Palestine organizations who speak to students from their personal perspectives. Almost every project is this thoughtful, relevant, and engaging. We often use Mrs. Ezzo's projects as models when working with visiting teachers.

C. Pupil Relations and Student Management:

Ms. Ezzo is one of the most popular teachers at TVHS, as evidenced by her selection as this year's commencement speaker. While she diffuses most difficult situations with her warmth and sense of humor, she is also quite capable of ensuring that students are on task and respectful.

D. Personal Characteristics:

Ms. Ezzo is a valued member of our team. She has displayed passion for her subject, genuine caring for her students, and interest in continuing to grow as an educator. She is reflective, collaborative, coachable, intelligent, and even tempered. In short, I think she is the archetype of what we are looking for in a Tech Valley High School teacher.

Summary: Ms. Ezzo has demonstrated clear commitment to all of the areas of evaluation. She has proven herself to be a valuable member of the TVHS team both in and out of the classroom and I recommend her for tenure without reservation.

Educator

Highly passionate professional, who uses the power of literature and the English language to develop students' critical thinking and creativity in order for them to become caring, strong, thoughtful, intelligent leaders.

CAREER HISTORY

- | | | |
|---|--------------------------|-----------------------------|
| University at Albany, SUNY
PhD Fellow – English | Albany, NY | AUG 2017 – PRESENT |
| <ul style="list-style-type: none">• Foster student and professor success through grading, tutoring, and teaching. | | |
| Mekeel Christian Academy
High School English Teacher | Scotia, NY | JAN 2013 – JUN 2017 |
| <ul style="list-style-type: none">• Created curriculum and taught tenth, eleventh and twelfth grade English: Survey of American Literature, Survey of British Literature, College Writing, Public Speaking, and a Genre Survey• 100% of students passed NYS Regents in 2016, 90% in 2017 | | |
| College Counselor | | |
| <ul style="list-style-type: none">• Provides innovative solutions and support for students and parents through the college application process: currently at 100% application rate to 4-year schools with 90% acceptance rate | | |
| Davis College | Johnson City, NY | SEPT 2014 – JUN 2017 |
| Taught dual-enrolled classes: American and British Literature, English Composition I, and Public Speaking | | |
| Adjunct Faculty | | |
| <ul style="list-style-type: none">• Provide college level education for advanced high school students | | |
| Clarks Summit University | Clarks Summit, PA | JAN 2011 – AUG 2013 |
| Administrative Assistant to the Vice President and Provost | | |
| <ul style="list-style-type: none">• Led numerous research projects, including a new solution for textbook distribution to students• Streamlined interactions between faculty members, parents, and students | | |
| Teaching Assistant to the Chair of the English Department | | |
| <ul style="list-style-type: none">• Contributed to lesson planning, grading, and student support• Assisted in guiding educators through professional development at KCEA Educational Conference | | |

EDUCATION

- | | | |
|---|-------------------------------------|-----------------|
| Bachelor of Science | Clarks Summit University, PA | May 2012 |
| <ul style="list-style-type: none">• Majored in Secondary English Education• Graduated with High Honor• Taught with Youth for Understanding in Guangdong, China (2010)• Alpha Gamma Epsilon Academic Honor Society (2011)• Who's Who Among Students in American Universities and Colleges (2012) | | |

CERTIFICATIONS, AWARDS & TECHNICAL SKILLS

State of Pennsylvania Instructional Level I English 7- 12

Association of Christian Schools International Secondary English Education 7- 12

CASDA Scholar Recognition Program - Nominated Teacher - 2014, 2015, & 2017

Software: Naviance College Counseling, proficient in Microsoft Office, and Moodle

Kasey J. Waite

30 North College Street, Apt 1 Schenectady NY 12305
kasey.waite310@gmail.com or kjwaite@albany.edu
(570-903-4355)

Academic Experience

English PhD Fellow

1400 Washington Ave, Albany NY 1222

August 2017-present

Courses taught in residency:

Bachelor of Science: undergraduate English

Reading Literature: Early American Literature: An Inverted Approach (Fall 2018)

19th Century British Literature (Teaching Assistant)

Courses developed:

Living Literature—Challenges in the 21st Century North/South Captivity Narratives:

Hemispheric Early American Literature

Listening to the Rainbow: Short Stories and Podcasts

Adjunct Professor

September 2014-June 2017

For Davis College through Mekeel Christian Academy

36-38 Sacandaga Road Scotia NY 12302
400 Riverside Drive, Johnson City, NY 13790

Courses developed and taught in residency:

Bachelor of Science: Humanities

Survey of British Literature

Survey of American Literature

Composition and Writing I

Composition and Writing II

Public Speaking

TEACHING AND RESEARCH INTERESTS

Narrative Theory, Genre Criticism, Religious Intersections, Archive Recovery, Modernity, the Novel, and Student success in higher education.

Education:

Ph.D., *SUNY Albany* (English) (in progress) August 2017-Present
4.0 GPA

B.S., *Clarks Summit University* (Secondary English Education) May 2012
Graduated with High Honor

Staff: *Barzakh Literary Magazine* August 2017-Present

Responsible for researching Calls for Papers and supporting editors.

Administrative Experience:

Created and ran the College Counseling Department 2014-2017
Mekeel Christian Academy

Publications:

_____. "Wulf and Eadwacer: A Translation." *Metamorphosis: A Journal of Literary Translation*. Fall 2017

Academic/Professional Papers Presented:

"Religious Violence in a Disenchanted Age: A Postsecular Reading of Charles Brockden Brown's *Wieland or a Transformation*" at the 39th Annual Humanities and Technology Association Conference: Morality and Creativity in a Technological Age, Salve Regina University, 5 November 2017.

CONTROLLING POLICY

Pursuant to the inter-municipal agreement between the Albany-Schoharie-Schenectady-Saratoga Board of Cooperative Educational Services ("Capital Region BOCES") and Rensselaer-Greene- Columbia Counties Board of Cooperative Educational Services ("Questar III") dated November 2006, as revised on or around June 16, 2008 and May, 2018, each BOCES has been designated as the agency responsible to perform specific functions relative to the operation of Tech Valley High School. Specifically, Questar III is responsible for performing ~~functions associated with business office services, fiscal agent services and human resource services, including administration of any one or more collective bargaining agreements which may come into existence~~ the following administrative services for Tech Valley High School: human resources services (including administration of collective bargaining agreements, health care benefits, retirement and other benefits); grant research and writing; communications; fixed assets inventor; and internal audit services. The Capital Region BOCES is responsible for performing ~~functions associated with computer services, technology and related support services and internal audit services~~ the following administrative services for Tech Valley High School: computer, technology and related support services; business office services; and fiscal agent services.

It shall be the policy of the ~~High~~ Tech Valley High School Operating Board of Education that the policies of the BOCES designated to be responsible for any particular function shall control with respect to that function. Additionally, Questar III policies relating to student health matters will control for Tech Valley High School In the event that it is unclear or there is a dispute as to which BOCES policy should be applied to any particular function or issue, then the Board of the High Tech High School shall determine the same.

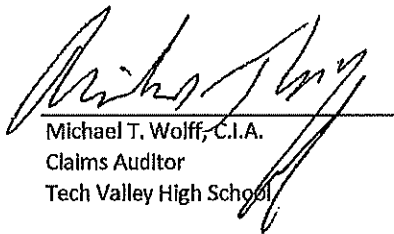
Adopted: March 22, 2007
Ratified: May 22, 2007
Revised:



TECH VALLEY HIGH SCHOOL
INTERNAL CLAIMS AUDIT REPORT
March - April 2018

Warrant #	Description	Check Dates	Amount	Checks Issued	EFT's	Check Series
43	Payroll Deductions	3/7/2018	\$ 17,306.11	2	7	10897-10898
44	Payroll Deductions	3/21/2018	\$ 17,587.85	3	7	10900-10902
45	Reissue	3/14/2018	\$ 496.00	1	0	3781
46	T&A Misc	3/28/2018	\$ 4,385.00	1	0	10903
47	General Payables	3/28/2018	\$ 33,752.25	17	0	3782-3798
48	THHS Federal	3/28/2018	\$ 17,292.00	1	0	3799
49	Extra-classroom	3/28/2018	\$ 1,632.00	2	0	1006-1007
50	Payroll Deductions	4/4/2018	\$ 17,394.69	2	7	10905-10906
51	Payroll Deductions	4/18/2018	\$ 17,521.14	3	7	10908-10910
52	Extra-classroom	4/25/2018	\$ 1,199.00	2	0	1008-1009
53	T&A Misc	4/25/2018	\$ 4,385.80	1	0	10911
54	General Payables	4/25/2018	4/25/2018	15	0	3800-2814
Period Totals			\$ 176,166.84	50	28	

	<u>Exceptions:</u>	<u>Warrant</u>	<u>Amount</u>	<u>Vendor</u>	<u>Comment</u>
1	Exceeded PO 10% or Greater	47	\$ 30.69	Battery Warehouse	Once ordered - Price increased
2	Policy for Travel Agents/Charter Buses should be developed	47	\$ 1,500.00	Imperial Travel Service	Recommendation - A policy and procedure be developed for reviewing Charter busses.
3	Student signature missing from check request	52	\$ 639.00	Big Onion Walking Tours	The Student Treasurer's Signature should be on all check requests.
4	Confirming PO	54	\$ 150.00	NY Historical Society	Did not know about purchase until invoice received.


 Michael T. Wolff, C.I.A.
 Claims Auditor
 Tech Valley High School

May 9, 2018

TECH VALLEY HIGH SCHOOL
CONSOLIDATED REVENUE STATUS REPORT
as of 04/30/2017

	Original Estimate	Adjustments	Current Estimate	Year-to-Date Revenues	Anticipated Balance
Anticipated Revenues					
Tuition A455	1,628,743.00		1,628,743.00	1,381,554.00	247,189.00
Tuition Other BOCES A455	69,088.00	-55,626.00	13,462.00	10,769.60	2,692.40
Tuition Non Component A455	0.00		0.00		0.00
Special Education Billing	204,500.00	33,116.75	237,616.75	228,332.61	9,284.14
Legislative Grant 2017/2018 F904	460,666.00		460,666.00	295,256.00	165,410.00
Designated Prior Year Fund Balance	0.00	12,000.00	12,000.00		12,000.00
Miscellaneous	0.00	43,325.69	43,325.69	43,325.69	0.00
Interest Income	500.00		500.00	127.89	372.11
Total Anticipated Revenues	2,363,497.00	32,816.44	2,396,313.44	1,959,365.79	436,947.65

HIGHLIGHTS/CHANGES

TUITION Components: There are 118 students attending Tech Valley High School. Budget based upon 130.

Tuition Other BOCES: One student from Ballston Spa CSD attends Tech Valley High School.

Fund Balance: Grants from National Grid, TVHS Foundation and Nuts, Bolts & Thingamanijigs.

5/10/18
Date

Kimberly A. Duman
Treasurer

5/11/18
Date

[Signature]
Deputy Treasurer

TECH VALLEY HIGH SCHOOL
CONSOLIDATED BUDGET STATUS REPORT

as of 4/30/2018

Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Balance
150 CERTIFIED SALARIES						
TEACHER SALARIES	927,373.00	(7,691.00)	919,682.00	744,239.60	174,955.85	486.55
ADMINISTRATIVE SALARIES	265,130.00	48,084.00	313,214.00	250,482.98	62,289.55	441.47
150 Subtotal Certified Salaries	1,192,503.00	40,393.00	1,232,896.00	994,722.58	237,245.40	928.02
160 SUPPORT SALARIES						
160 Subtotal Support Salaries	131,830.00	1,250.00	133,080.00	96,283.78	23,921.96	12,874.26
200 EQUIPMENT						
200 Subtotal Equipment	76,500.00	21,530.00	98,030.00	68,123.34	27,814.65	2,092.01
300 SUPPLIES & MATERIALS						
GENERAL SUPPLIES	33,017.00	(7,670.00)	25,347.00	17,350.37	5,263.76	2,732.27
SUBSCRIPT & PERIODICALS	1,075.00	0.00	1,075.00	0.00	0.00	1,075.00
TEXTBOOKS	3,000.00	13,000.00	16,000.00	15,527.24	163.98	308.78
COMPUTER SOFTWARE PURCH	15,515.00	(3,392.00)	12,123.00	4,737.00	1,750.00	5,636.00
CAFETERIA (FRL)	2,500.00	0.00	2,500.00	1,273.98	502.50	723.52
300 Subtotal Supplies & Materials	55,107.00	1,938.00	57,045.00	38,889.19	7,660.24	10,475.57
400 CONTRACTUAL & OTHER						
TELEPHONE	0.00	6,100.00	6,100.00	5,018.75	1,003.75	77.50
DATA COMMUNICATIONS	9,200.00	0.00	9,200.00	6,052.22	388.39	2,759.39
EQUIP RENTALS & LEASES	8,835.00	0.00	8,835.00	-3,077.31	1,122.69	4,635.00
INSURANCE	33,578.00	8,842.00	42,420.00	42,174.00	0.00	246.00
POSTAGE	1,905.00	0.00	1,905.00	991.16	79.61	834.23
TRAVEL-IN DISTRICT	4,450.00	0.00	4,450.00	902.22	1,097.78	2,450.00
CONFERENCE & OTHER TRAVEL	15,190.00	(9,500.00)	5,690.00	1,107.02	1,378.98	3,204.00
PRINTING & COPYING	3,622.00	0.00	3,622.00	773.82	2,237.18	611.00
ASSOC DUES & MEMBERSHIPS	14,405.00	0.00	14,405.00	13,932.00	45.00	428.00
ADMISSIONS (FIELD TRIPS)	2,000.00	0.00	2,000.00	1,566.00	50.00	384.00
TRANSPORTATION	85,871.00	(12,905.00)	72,966.00	49,667.82	19,592.16	3,706.02
WRKSHR RELATED COSTS	5,667.00	0.00	5,667.00	2,732.11	575.00	2,359.89
OTHER MISC EXPENSE	0.00	22,024.00	22,024.00	7,755.00	14,266.62	2.38
400 Subtotal Contractual & Other	184,723.00	14,561.00	199,284.00	135,749.43	41,837.16	21,697.41

TECH VALLEY HIGH SCHOOL
CONSOLIDATED BUDGET STATUS REPORT
as of 4/30/2018

Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Balance
440 CONTRACTED PROFESSIONAL SERVICES						
CONSULTANTS & OTH PERS SRV	19,500.00	(9,109.00)	10,391.00	8,700.00	1,500.00	191.00
440 Subtotal Contracted Professional Services	19,500.00	(9,109.00)	10,391.00	8,700.00	1,500.00	191.00
470 Rental of Facilities						
490 Subtotal Services From Rental of Facilities	77,500.00	(77,475.00)	25.00	0.00	25.00	0.00
490 SERVICES FROM SCH DIST & BOCES						
490 Subtotal Services From Sch Dist & BOCES	59,260.00	34,914.00	94,174.00	35,792.59	4,500.65	53,880.76
800 EMPLOYEE BENEFITS						
HEALTH INSURANCE	294,035.00	(23,965.00)	270,070.00	221,256.93	45,111.32	3,701.75
EMPLOYEES' RETIREMENT	20,564.00	(2,160.00)	18,404.00	14,269.79	3,713.27	420.94
TEACHERS' RETIREMENT	124,820.00	3,701.00	128,521.00	103,407.39	24,822.50	291.11
SOCIAL SECURITY	100,834.00	1,827.00	102,661.00	79,997.94	19,979.29	2,683.77
UNEMPLOYMENT INSURANCE	3,297.00	125.00	3,422.00	2,727.51	652.96	41.53
WORKERS' COMPENSATION	5,805.00	0.00	5,805.00	0.00	5,805.00	0.00
DENTAL INSURANCE	7,200.00	136.00	7,336.00	5,732.30	1,320.00	283.70
DISABILITY INSURANCE	2,443.00	109.00	2,552.00	2,126.01	425.21	0.78
EMPLOYEE BENEFITS	7,576.00	4,225.00	11,801.00	8,002.42	3,142.53	656.05
800 Subtotal Employee Benefits	566,574.00	(16,002.00)	550,572.00	437,520.29	104,972.08	8,079.63
TOTAL CURRENT EXPENDITURES BUDGET	2,363,497.00	12,000.00	2,375,497.00	1,815,781.20	449,497.14	110,218.66

5/10/18
Date

Kimberly A. Duran
Treasurer

5/11/18
Date

[Signature]
Deputy Treasurer

TECH VALLEY HIGH SCHOOL

2017-2018 BUDGET

as of April 30, 2018

Presented on the Accrual Basis

ACTUAL RESULTS 2016/2017	APPROVED BUDGET 2017/2018	ACTUAL BUDGET 2017/2018
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REVENUES

	118	130	118
Estimated Number of Students			
Tuition	1,612,620	1,628,743	1,628,743
Tuition Other BOCES	26,528	69,088	13,462
Tuition Non-Component	4,440	-	-
Special Education Billing	191,607	204,500	237,817
Assigned Balance	-	-	12,000
Legislative Grant #1	460,666	460,666	460,666
Tech Valley High School Foundation	-	-	-
Miscellaneous Revenue	59,301	-	43,326
Interest Income	198	500	500
TOTAL REVENUES	2,365,280	2,363,497	2,396,313

**TECH VALLEY HIGH SCHOOL
2017-2018 BUDGET**

as of April 30, 2018
Presented on the Accrual Basis

ACTUAL RESULTS 2018/2017	APPROVED BUDGET 2017/2018	ACTUAL BUDGET 2017/2018
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EXPENSES

ADMINISTRATIVE

Personnel

Administrative Salaries	235,863	115,566	117,436
Support & Clerical Salaries	83,608	91,980	91,980
Fringe Benefits	162,964	91,135	90,987
	<u>472,435</u>	<u>298,681</u>	<u>300,403</u>

Equipment

Equipment	1,416	-	29,280
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Materials & Supplies

General Supplies	21,760	5,517	8,517
Software Licenses	14,280	15,516	10,373
Subscriptions & Periodicals	113	1,075	1,075
Meeting Expenses/Food & Grocery	1,013	2,500	2,500
Textbooks	6,173	-	-
	<u>42,319</u>	<u>24,607</u>	<u>22,465</u>

Contractual

Postage	2,050	1,395	1,395
Telephone	-	-	8,100
Printing & Copying (Recruitment)	2,834	2,797	3,622
Association Dues	9,795	2,905	14,405
Equipment & Rentals (including copier)	4,535	8,835	8,835
Staff Development & Conferences	9,831	4,680	4,680
Mileage & Travel	520	4,450	4,450
Workshop Related costs	9,407	5,687	5,687
Copier Supplies	-	825	-
Insurance	41,742	33,578	42,420
Hosted Email	-	-	-
Website & Internet Maintenance (CRB)	22,403	14,710	48,010
Equipment Maintenance	-	30,450	25,664
Questar III: Health & Safety, Synervoice, & Subfinder	135,792	4,100	4,100
External Auditor	6,000	7,000	8,700
Funding Initiatives	32,746	12,500	2,500
New Tech Network	6,050	11,500	-
Gym	-	-	14,269
Miscellaneous	2,274	-	6,946
	<u>265,980</u>	<u>145,402</u>	<u>201,773</u>

Occupancy

Telecommunications & Data Delivery	6,211	9,200	9,200
Cleaning/Ancillary Lease costs	82,364	77,500	25
	<u>88,575</u>	<u>86,700</u>	<u>9,225</u>

TOTAL ADMINISTRATIVE

	<u>890,724</u>	<u>555,391</u>	<u>583,146</u>
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TECH VALLEY HIGH SCHOOL

2017-2018 BUDGET

as of April 30, 2018
Presented on the Accrual Basis

ACTUAL RESULTS 2016/2017	APPROVED BUDGET 2017/2018	ACTUAL BUDGET 2017/2018
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INSTRUCTIONAL

Personnel

Instructional Salaries	904,547	1,076,937	1,108,880
Instructional Support Salaries	41,498	39,850	41,100
Substitute Teacher Salaries	2,480	-	8,800
Fringe Benefits	378,143	475,438	459,585
	<u>1,324,868</u>	<u>1,592,225</u>	<u>1,618,145</u>

Equipment

Equipment	41,927	76,500	68,750
Furniture	-	-	-
	<u>41,927</u>	<u>76,500</u>	<u>68,750</u>

Materials & Supplies

Supplies	2,485	27,500	18,830
Computer software	-	-	1,750
Textbooks	568	3,000	16,000
	<u>3,053</u>	<u>30,500</u>	<u>34,580</u>

Contractual

Postage	24	510	510
Staff Development & Conferences	-	10,500	1,000
Admissions	2,004	2,000	2,000
Transportation	24,355	37,871	37,871
Physical Education-Related Expenditures	25,000	48,000	35,095
Online Tuition	17,292	-	-
Software Licenses	-	10,000	16,400
	<u>68,676</u>	<u>106,881</u>	<u>92,876</u>

TOTAL INSTRUCTIONAL	<u>1,438,323</u>	<u>1,808,106</u>	<u>1,812,351</u>
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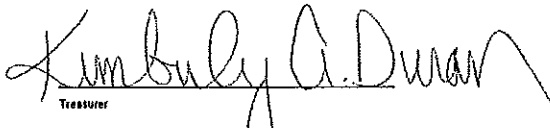
TOTAL PROGRAM COSTS	<u>2,329,048</u>	<u>2,363,497</u>	<u>2,376,497</u>
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COST PER STUDENT	<u>\$ 19,738</u>	<u>\$ 18,181</u>	<u>\$ 20,131</u>
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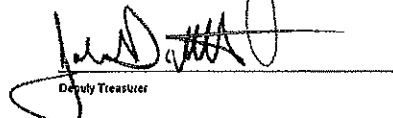
SURPLUS OR (DEFICIT)	<u>\$ 26,212</u>	<u>\$ -</u>	<u>\$ 20,818</u>
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5/10/18
Date

5/11/18
Date



Treasurer



Deputy Treasurer



NewTech Network

April 10, 2018

Tech Valley High School
246 Tricentennial Drive
Albany, NY 12203

Dear James,

We look forward to continuing to support your school community. Continuation is an annual commitment that extends your connection to the Network and provides your school with products and services customized to support your focus area for growth. This letter addresses **Tech Valley High School's** ("New Tech School") continued membership in the New Tech Network (NTN) during the 2018-20 school years.

This 2-year continuation agreement is designed to create a Community structure that allows for regular interactions between your team, the broader network of NTN schools, and the expertise of NTN national staff. The services, as identified through submission of the Continuation worksheet, are designed to keep your school plugged into our Network's innovations and most current thinking around leadership and PBL design.

The continuation services will be provided by New Tech Network Inc., a California nonprofit corporation ("New Tech Network"). The services provided by NTN are set out in the Continuation Schedule of Services. Other terms concerning the New Tech School's participation in the New Tech Network are set out in the Continuation Terms and Conditions. The duration of this continuation agreement extends from July 1, 2018 through June 30, 2020.

New Tech Network is continually seeking to improve our network of innovative schools. As a result of this and other improvements, NTN will update, and from time to time, revise the policies that apply to participation in the New Tech Network. NTN's most recently updated policies are located at [<http://www.newtechnetwork.org/tos>] and these updates are incorporated as part of this letter.

If the terms of this Letter, the Schedule of Services, the payment schedule, and the Continuation Terms and Conditions are acceptable, please sign a copy and return it to our central office address on or before May 4, 2018.

Sincerely,

Tim Presiado
Chief Operating Officer



Continuation Services Schedule

NTN Continuation Community

NTN Continuation Communities (NTCC) are a flexible continuation structure that allows schools to take advantage of direct NTN guidance along with robust connections to other schools at similar points of development and working on similar problems of practice. Each community will be supported by a team of coaches who will provide alternating school-specific virtual sessions and virtual community booster sessions throughout the school year. The school-specific sessions will provide an opportunity for schools to get input and support on particular challenges and to share emerging local successes and innovations. Coaches will use these school-specific sessions to identify common topics of focus as well as exemplar practices to share through the regular booster sessions.

The community support includes 10 months (August to May) of virtual support alternating between school-specific and booster sessions. Each community will have at least one targeted booster session per cycle, and schools will have the option of attending any of the booster sessions they find applicable. Coaches will also work with schools to develop network toolkits around emerging topics to further support community growth.

NTCC Virtual Coaching Day

SY2018-19: 1-day Virtual Support

SY2019-20: 1-day Virtual Support

NTCC Virtual Support and Booster Sessions

SY2018-19: Monthly Virtual Convenings (August – May)

SY2019-20: Monthly Virtual Convenings (August – May)

Remote Planning and Follow-up Support

Remote planning and follow-up support describes coaching and support interactions that happen leading up to, in between, and in the wake of virtual coaching day.

District may purchase additional coaching services, pending availability, for a fee determined by New Tech Network.

NTN Technology

The Echo™ Learning Platform is a full-featured web-based learning management system (LMS) designed to support deeper, more personalized learning and effectively manage the project-based learning (PBL) environment.

Echo features an innovative gradebook that aligns to the deeper learning skills students will need in college and career. Digital tools, cultivated and aligned content, and a community of shared learning are integrated to create a powerful and innovative platform to support student and adult learning. Additional components of Echo include calendars, group interaction tools, resource sharing and other “education friendly” social functionality, reporting tools, and a robust project library. NTN Echo integrates with Google Apps at the discretion of the School at no additional cost. Parents accounts are also included at no additional cost.

Echo licenses not to exceed:

SY2018-19	SY2019-20
140 Students	140 Students
18 Teachers	18 Teachers

District may purchase additional teacher and student Echo licenses for a fee determined by New Tech Network.



Continuation Services Schedule

Professional Learning @ NTN

- Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in the Continuation Fee Schedule.
- Travel and lodging costs to and from tours, trainings, events and conferences are always the responsibility of the district. Selected meals will be provided for designated number of participants in all tours, trainings, events, and conferences.
- District is responsible for filling all allotted participant slots at events. Refunds or credits will not be provided for unused participant slots. Participant slots at NTN events are non-transferrable between event types or contract years.
- Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech Network.

SY2018 – 20 Professional Learning Events		# of Participants
SY2018-19 July 1, 2018 - June 30, 2019	Leadership Summit: Registration to NTN’s primary leadership development event, which may be applied to any Leadership Summit (currently offered two times per school year). Additional participants may attend at the network member rate, subject to availability.	0
	In-Person Convenings: Registration for New Tech School staff members to attend face-to-face Professional Learning @ NTN events (NTN Convenings and other NTN services to be determined) at a New Tech Network school or schools.	Invoiced upon registration
	New Tech Annual Conference (NTAC): The Network’s marquee professional learning event, and includes registration, select meals, all general conference sessions, access to specialized tracks (does not include Institutes), and access to all materials and resources.	Registration fee at Network member rate
SY2019-20 July 1, 2019 - June 30, 2020	Leadership Summit: Registration to NTN’s primary leadership development event, which may be applied to any Leadership Summit (currently offered two times per school year). Additional participants may attend at the network member rate, subject to availability.	0
	In-Person Convenings: Registration for New Tech School staff members to attend face-to-face Professional Learning @ NTN events (NTN Convenings and other NTN services to be determined) at a New Tech Network school or schools.	Invoiced upon registration
	New Tech Annual Conference (NTAC): The Network’s marquee professional learning event, and includes registration, select meals, all general conference sessions, access to specialized tracks (does not include Institutes), and access to all materials and resources.	Registration fee at Network member rate



Continuation Services Schedule

Data Services

District agrees to cause School to:

- Participate in NTN's annual collection efforts, by compiling and submitting school level data in the following areas: 1) demographic data (e.g., enrollment, teacher experience data), 2) program data (e.g., thematic focus, internship participation), 3) achievement results (e.g., state test results, graduation rates, etc.), 4) college readiness results (e.g., SAT/ACT results), and 5) behavioral indicators (e.g., attendance, dropout rates).
- Share results with NTN if the school participates in third party research activities
- Participate in efforts to track students' college enrollment, persistence and graduation through National Student Clearinghouse, or similar, by submitting a roster of high school graduates each year following graduation. The roster will include student name, birthdate, and high school graduation date, which are considered directory information (allowed to disclose) according to FERPA.
- Participate in assessments, research projects, and pilot programs, as opportunities arise with NTN.

NTN data services to School and District includes:

- Provide information on the size, demographics, and health of network.
- Provide opportunities for schools to learn about school culture.
- Provide information to high schools who have graduated a New Tech Network freshman class on college enrollment and persistence through the National Student Clearinghouse, or similar.
- Communicate other opportunities to schools that arise and are deemed an appropriate fit including case studies, external research activities, pilot programs, and assessments.

NTN Certification

Developmental Pathways for Teachers and Schools:

- Opportunity for staff members to be designated as New Tech Network Certified Teachers. NTN will identify and recognize teachers who exemplify quality facilitation and curriculum design. The process includes the use of tools for self-reflection, feedback on curriculum and facilitation practices, and a specific push for growth toward a high bar of expectations around responsiveness to student needs. Part of the process involves submission of student work given NTN's attentiveness to student outcomes and the teaching and learning that will elicit those outcomes.
- Opportunity for New Tech Network Certified Teachers to be designated as New Tech Network Certified Trainers. NTN will develop teacher-leaders as instructional coaches to insure long-term school and network health, sustainability, and adaptability. NTN Certified Trainers will develop the skills and knowledge to lead the learning of others.
- Opportunity for School to be certified as a New Tech Network Demonstration Site. NTN Demonstration Sites are held to high standards regarding their status as adaptive learning organizations. Criteria will be made available at the time of application.

New Tech Network reserves the right to amend the process, scope, duration, and availability of NTN Certification Professional opportunities on a yearly basis.



NewTech Network

Continuation Fee Schedule

Indicate your preferred annual payment schedule: _____ 2-Installments _____ 4-Installments

Two (2) Installments:

Services	Continuation Fee	Installments	Invoice Dates
2018-20 Support	\$19,360	\$9,680	July 1, 2018
		\$9,680	July 1, 2019

Four (4) Installments:

Services	Continuation Fee	Installments	Invoice Dates
2018-19 Support	\$9,680	\$4,840	July 1, 2018
		\$4,840	January 1, 2019
2019-20 Support	\$9,680	\$4,840	July 1, 2019
		\$4,840	January 1, 2020

Supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Continuation Letter. At New Tech Network's option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the School exceeds benchmarks established by New Tech Network.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.

Understood and Accepted:

Capital Region BOCES, a New York Board of Cooperative Education Services ("District")

By: _____

Date: _____

Paul Puccio, President, Tech Valley HS Operating Board



Continuation Terms and Conditions

A. New Tech Network offers a school education program (the “New Tech Model”) for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires New Tech School to continue as a member of the network of schools throughout the country and abroad that use and follow the New Tech Model (the “New Tech Network”).

C. The terms of the letter dated April 10, 2018, between the District and NTN to which these Terms and Conditions are attached (“Letter”), the Support Schedule to the Letter, and these Terms and Conditions together constitute the “Agreement” for purposes of these Terms and Conditions.

1. License and Services.

(a) *License.* New Tech Network hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the “Term”), to access and use (i) the New Tech Model as described in these Terms and Conditions, (ii) the website(s) and software related to the New Tech Model which is described in part in the Support Schedule (the “NTN Technology” or, for purposes of the Support Schedule, also referred to as “NTN Echo”), (iii) the resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to all resource libraries and project libraries owned or licensed by New Tech Network (collectively, “New Tech Learning Platform”); and (iv) the New Tech Network trade and service marks (“Marks”) in accordance with the Trademark Usage Policy provided by New Tech Network to District, all for the sole purpose of continuing to operate the New Tech School in District’s school district and subject to all terms and conditions provided for herein (collectively, the “License”). The New Tech Model, NTN Technology and New Tech Learning Platform are collectively referred to in these Terms and Conditions as the “New Tech Platform.” New Tech Network may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of this Agreement will apply to each such update.

(b) *Services.* District understands and agrees that neither the New Tech Platform nor any of the services provided pursuant to the Support Schedule (“Services”) are provided on an exclusive basis to District; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the New Tech School. District also understands that transmission of its data over the Internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the Internet or through District’s local network.



Continuation Terms and Conditions

(c) *Not Official Repository.* District agrees that: (i) the New Tech Platform is not the official repository for the District's and/or the New Tech School's educational, employee, student or other records; (ii) the District will maintain all such records it should or must maintain; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records within the New Tech Platform or elsewhere that the District should or must maintain as official records.

(d) *Third-Party Services Engaged by District.* New Tech Network (through the New Tech Platform or its literature) may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network, including, without limitation, training, implementation and other consulting services related to District's or New Tech School's implementation of the New Tech Model (collectively, "Third Party Services"). For avoidance of doubt, Third Party Services include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a New Tech School under a separate agreement between the District/New Tech School and the provider of a Third Party Service. With respect to Third Party Services:

(1) New Tech Network makes no representations or warranties, whether or not such Third Party Services are approved, utilized, recommended or otherwise promoted by New Tech Network. New Tech Network is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, security, reliability, legality, or any other aspect of any Third Party Service.

(2) To the extent applicable, any purchase by District of any Third Party Service is solely between District and the provider of the Third Party Service.

(3) Simultaneous with District's installation, use or enablement of a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide, or permit the provider of such Third Party Service to access and use, any data or records (including, without limit, confidential student data) as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District (or New Tech School) and the provider of a Third Party Service is solely between District and that provider. New Tech Network shall not be responsible for any disclosure, modification or deletion of any records or data resulting from any such access by the Third Party Service or its provider.

(e) *Suspension of Access.* District agrees that New Tech Network may with reasonably contemporaneous notice (including by telephone or email) to District suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a "Suspension"). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the New Tech School nor to any third party for any Suspension.



Continuation Terms and Conditions

2. District Obligations, Contributions and School Users.

(a) *Data Collection.* District will permit New Tech Network to gather school-wide data from the New Tech School for use in evaluating the on-going effectiveness of the New Tech School and the New Tech Model and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District's educational interests, and for the purpose of publication in the education field.

(b) *District Input.* District will promptly notify New Tech Network should District identify any problems or issues with the New Tech Model as it applies to the New Tech School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(c) *District Contributions to the New Tech Learning Platform.* New Tech Network has created electronic resource libraries, electronic project libraries and other venues whereby content and materials may be contributed by and used by District and other parties. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) ("District Contributions"), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(d) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District's employees and agents, as well as the New Tech School's employees, administrators, teachers, agents, students and the student's parents or guardians ("Users"). The District is further responsible for providing each such User a unique user name and passcode ("IDs") to permit the User to access the New Tech Platform. The District will inform Users that the ID's are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a New Tech School), and any User's compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform.

3. Fees. District will pay New Tech Network's fee within thirty (30) days of the date of any and all invoices.

(a) *Payment.* District will pay New Tech Network in accordance with the schedule set forth in the Continuation Payment Schedule within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network



Continuation Terms and Conditions

reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

4. Work Product; Ownership of Intellectual Property.

(a) *Ownership of NT Materials and New Materials.* New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the "NT Materials"). Further, District acknowledges and agrees that any and all improvements in, additions to, revisions or translations of, changes or any other modifications of or developments relating to the NT Materials ("New Materials") belong to New Tech Network simultaneous with the creation of the same. Notwithstanding the foregoing and for avoidance of doubt, neither NT Materials nor New Materials includes District Contributions or Third Party Services. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *Assignment of Rights in New Materials.* To the extent District or any of its employees or agents creates or contributes to any New Materials, then District agrees that in consideration for the Services and License, the District will assign, and will cause its employees and agents to assign, to New Tech Network upon the request of New Tech Network, all right, title and interest of District and/or its employees or agents in any such New Materials. District will cooperate with, and to the best of its ability, assist New Tech Network (at New Tech Network's expense) in New Tech Network's efforts to secure, vest, protect, record, further document or register such assignment and New Tech Network's rights in any New Materials, including but not limited to executing all papers reasonably desirable or necessary to further document this assignment and vesting of rights in New Tech Network.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the "Materials") during the Term to engage in the following solely for the purpose of continuing to operate the New Tech School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the New Tech School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to purposes of District's continuing operation of the New Tech School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity.



Continuation Terms and Conditions

NewTech Network

District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called "service bureau" uses).

5. Confidentiality.

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g *et seq*) and applicable regulations ("FERPA") to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the New Tech School ("Protected Student Data"). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student's use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children's Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public, and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the New Tech School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.



Continuation Terms and Conditions

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the "Database"). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third party service provider ("Database Host") as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network.* If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law, give the District prompt notice of such requirement, cooperate with the District (at the District's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

6. Term; Termination.

(a) *Term.* The term of this Agreement will begin on the effective date set forth in the Letter and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date set forth in the Letter. The term of this Agreement may be extended upon the written agreement of the parties.



NewTech Network

Continuation Terms and Conditions

(b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution;

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date; or

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; and (iii) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(c) *Effect of Termination.*

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into another agreement concerning the operation of the New Tech School pursuant to the New Tech Model: (i) the District will (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a member of the New Tech Network; and (ii) New Tech Network may immediately deactivate District's account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District's data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.



Continuation Terms and Conditions

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

7. Limitations.

(a) *Limitation of Liability.* In no event will New Tech Network's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(b) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN SUPPORT SCHEDULE TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. Notification of Claims. In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

9. Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of California.



Continuation Terms and Conditions

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of California in Sacramento County, or, if it has or can acquire jurisdiction, in the United States District Court in Sacramento County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. Independent Contractor. The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

11. Notices.

(a) *Notices.* All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech Network: New Tech Network, Inc.
Attn: President
1250 Main Street, Suite 100
Napa, CA 94559

If to the District: Questar III BOCES
Attn: Superintendent
10 Empire State Blvd.
Castleton, NY 12033

Capital Region BOCES
Attn: Superintendent
900 Watervliet-Shaker Road, Suite 102
Albany, NY 12205

12. Binding Effect. This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

13. Severability of Provisions. If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

14. Waiver. Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by



Continuation Terms and Conditions

any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

15. Entire Agreement. This Agreement, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by District will be of no force and effect and the terms of this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

16. Assignment. This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network.

17. Amendment. This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

18. Recitals. The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

19. Negotiated Agreement. As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

20. Force Majeure. New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

MEMORANDUM OF UNDERSTANDING

between the

**THE TECH VALLEY HIGH SCHOOL TEACHERS' ASSOCIATION, NYSUT
("Association")**

And

**THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES, RENSSELAER-
COLUMBIA - GREENE COUNTIES and THE ALBANY, SCHOHARIE, SCHENECTADY,
SARATOGA BOARD OF COOPERATIVE EDUCATIONAL SERVICES ("BOCES")**

1. The parties agree to continue the terms and conditions of the Collective Bargaining Agreement 2014-2018 except as modified by this Memorandum of Understanding.

2. The parties understand and agree that this Memorandum of Agreement is subject to ratification by the Association membership and the Boards of each of the BOCES and the Joint Operating Board of TVHS.

3. The Duration of the Agreement will be four years from July 1, 2018 to June 30, 2022.

4. Eligible employees will receive the following salary increases effective July 1 each year:

2018-2019	3%
2019-2020	3%
2020-2021	3%
2021-2022	3%

5. There will be a stipend pool of \$5150 per year, to include compensation for designated chaperones. A committee of employer representatives of TVHS and the Association will jointly meet to determine what stipends will be paid for certain defined additional responsibilities that are assigned to teachers. Chaperones who are selected by the Principal to be responsible for events such as the Prom or Dance will receive \$50 per person per event.

6. Health insurance will conform to that offered by the RCG Health Insurance Trust.
 - a. Restricted formulary for prescriptions will replace non-restricted formulary on 7/1/18 or as soon as practicable.
 - b. The parties agree to reopen the contract on 60 days written notice to consider a revised Health Plan.
 - c. All references to Express Scripts shall be changed to CareMark CVS.

7. Effective July 1, 2018 and thereafter employees except teaching assistants will work 15 days (105 hours) over the summer. Employees except teaching assistants will work 6 hours each day designated by the Principal (“core hours”), but will have flexibility in arrival or departure for the additional 1 hour per day of work (for example, if core hours are 8:00 am – 2:00 pm, employee may work 7:30 am– 2:30 pm) subject to prior approval of the Principal.

8. The Principal may allow staff to work a flexible schedule on the days of the school picnic and graduation to allow staff to attend the school picnic and graduation. All staff

except teaching assistants are required to attend the TVHS open house in the evenings and the Principal may provide a flexible schedule to allow employees to attend the open house. On SLT days, the Principal may provide a flexible schedule to accommodate parent-teacher meetings. Employees are encouraged to attend some information sessions for parents and prospective students on a voluntary basis.

9. If a teacher is assigned by the Principal or designee approved by the Principal to cover another teaching assignment in lieu of assigned planning time or scheduled lunch time for one or more full course periods which is not part of their co-teaching or integrative assignment, the teacher will be compensated at a rate of \$25 each day for each course covered. This Section shall only apply to a full-time teacher with a full-time teaching schedule who is not assigned to co- teach such class.

10. The title “teaching assistant” will be added to the recognition clause.

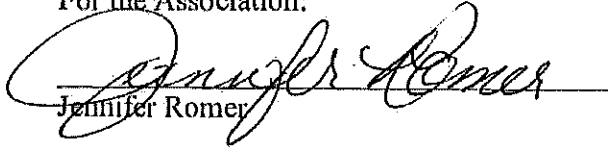
11. The parties will develop a mentor program. Assigned mentors under the program will be compensated as follows:

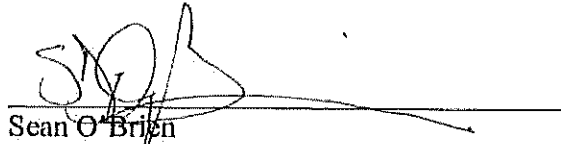
- a. Mentor to first year teacher (with no teaching experience) - \$1,000
- b. Mentor to second year teacher - \$500
- c. Mentor to third year teacher - \$250
- d. Mentor assigned to experienced teacher for his/her first year at TVHS - \$250

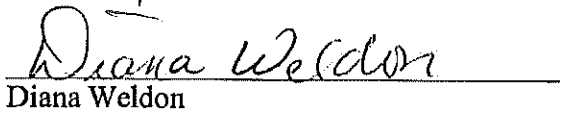
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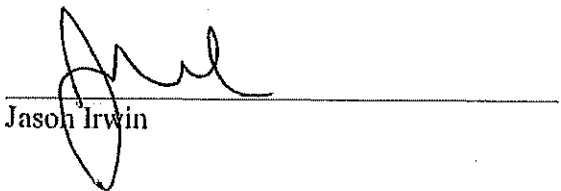
Date: March 29, 2018

For the Association:


Jennifer Romer


Sean O'Brien

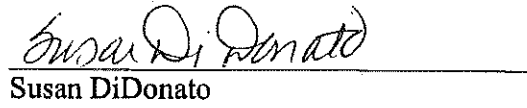

Diana Weldon


Jason Irwin

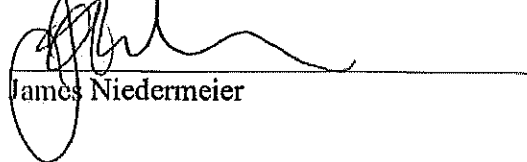
For TVHS:


Norma Meacham


Kevin Harren


Susan DiDonato


Mike Buono


James Niedermeier

MEMORANDUM OF UNDERSTANDING

between the

THE TECH VALLEY HIGH SCHOOL SUPPORT ASSOCIATION, NYSUT (“Association”)

And

THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES, RENSSELAER-COLUMBIA - GREENE COUNTIES and THE ALBANY, SCHOHARIE, SCHENECTADY, SARATOGA BOARD OF COOPERATIVE EDUCATIONAL SERVICES (“BOCES”)

1. The parties agree to continue the terms and conditions of the Collective Bargaining Agreement 2014-2018 except as modified by this Memorandum of Understanding.

2. The parties understand and agree that this Memorandum of Agreement is subject to ratification by the Association membership and the Boards of each of the BOCES and the TVHS Operating Board.

3. The Duration of the Agreement will be four years from July 1, 2018 to June 30, 2022.

4. Eligible employees will receive the following salary increases effective July 1 each year:

2018-2019	3%
2019-2020	3.5%
2020-2021	3.5%
2021-2022	4%

5. Support staff will work a 10 or 12- month calendar depending upon the position and the basis for hiring. All 12-month support staff will work a regular work day during days that school is not in session, including summer.

6. Chaperones who are selected by the Principal to be responsible for events such as the Prom or Dance will receive \$50 per person per event.

7. Health insurance will conform to that offered by the RCG Health Insurance Trust.
 - a. Restricted formulary for prescriptions will replace non-restricted formulary on 7/1/18 or as soon as practicable.
 - b. The parties agree to reopen the contract on 60 days written notice to consider a revised Health Plan.
 - c. All references to Express Scripts shall be changed to CareMark CVS.

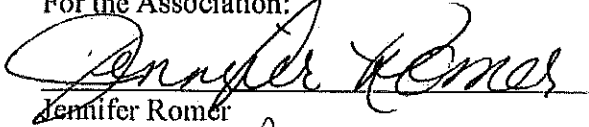
8. The title “clerk” will be added to the recognition clause.

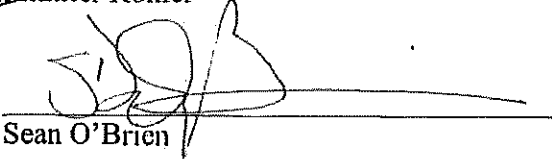
9. A 41-j program will be established for eligible employees as soon as practicable.

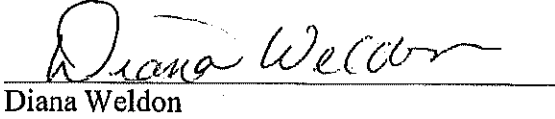
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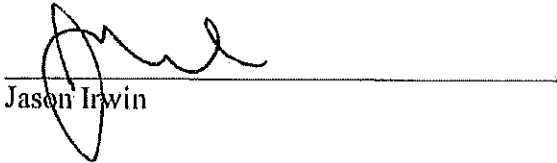
Date: March 29, 2018

For the Association:



Jennifer Romer


Sean O'Brien

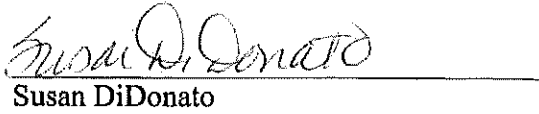

Diana Weldon


Jason Irwin

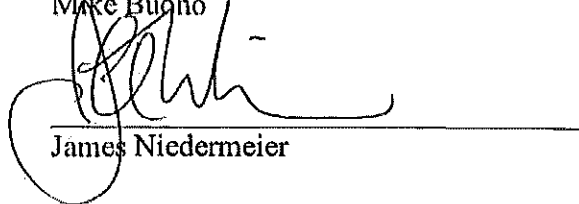
For TVHS:


Norma Meacham


Kevin Harren


Susan DiDonato


Mike Bugno


James Niedermeier

Office of the New York State Comptroller
Thomas P. DiNapoli



New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Phone: 518-474-0167
Fax: 518-474-8357
E-mail: RTempSer@osc.ny.gov
Web: www.osc.state.ny.us/retire

Kimberly Zeto, Director, Member & Employer Services Bureau

April 6, 2018
Location Code: 51448

Ms. Wendy J Ashley
Director, Business Operations
Capital Region BOCES
900 Watervliet-Shaker Rd
Suite 102
Albany, NY 12205

Re: Section 41-j Plan Cost request

Dear Ms. Ashley:

This letter is in response to the request for information regarding the retirement benefit plan improvement of Section 41-j, and the cost associated with this plan, for eligible members of the Tech Valley Regional Technical Institute.

Section 41-j allows members to receive additional service credit for their unused, unpaid sick leave at the time of retirement.

Based on the salaries reported by the employer and current billing rates for the New York State fiscal year, the estimated additional *annual* cost will be **\$176**.
The amount quoted in this letter is valid until **March 31, 2019**.

If the Tech Valley Regional Technical Institute is interested in providing this benefit to its eligible employees, the enclosed resolution and affidavit must be completed and submitted to the Retirement System to the attention of: 'Member & Employer Services Bureau, Mailstop 5-2'.
Language in these documents may not be altered or amended. Benefit adoptions cannot become effective until certified copies of the resolution and affidavit are filed with the Retirement System.

An invoice will be sent prior to the end of the Institute's fiscal year in which the plan becomes effective. The Institute should not submit payment until the invoice is received.

The most current information regarding plans available, or any retirement related information, may be found on our website at www.osc.state.ny.us/retire.
If you have any questions or require additional information, contact this office at (518) 474-0167, or by email at RTempSer@osc.ny.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "John Clancy", is written over a circular stamp or seal.

John Clancy
ERSE IV
Member & Employer Services Bureau
New York State & Local Retirement System

Enclosures
cc: Mr. Paul Puccio -- President of the Board

ALLOWANCE FOR UNUSED SICK LEAVE

Subdivision (j) of Section 41 and Subdivision (j) of Section 341 of the Retirement and Social Security Law allows a participating employer to elect to provide additional service credit toward retirement for its employees who are entitled to accumulate sick leave.

This benefit applies to all tiers of membership.

The additional service credit is available only for those members who are included in a plan established by law, rule, regulation, written order or written policy that provides for the regular earning and accumulation of sick leave.

For Employee Retirement System (ERS) members that are in Tier(s) 1, 2, 3, 4 and 5; the maximum additional service credit allowed under Section 41, subdivision (j) is one hundred sixty five (165) days. For Tier 6 members' credit is available for a maximum of one hundred (100) days.

For Police and Fire Retirement System (PFRS) members, all Tiers under Section 341, subdivision (j) are granted one hundred and sixty five (165) days.

The additional service credit is applied on a workday basis (260 days = one year).

Members who receive a cash payment based on their accumulated sick leave at retirement are **not eligible** for the additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member's final average salary.

To provide this benefit, the employer must file a resolution with the Retirement System attesting to the election of this benefit, for its employees who are members of the Retirement System.

Please type or print clearly
in blue or black ink

Employer
Location Code **5 1 4 4 8**

Received Date

**Resolution providing
Section 41(J)**
(The Allowance of Unused Sick Leave
Credits)

**FOR INFORMATION
ONLY**

At a meeting of the* _____ of the _____ held at _____, New York,
on _____, 20_____, _____
(person) offered the following resolution:

"BE IT RESOLVED: that the * _____ of the _____ does
hereby elect to provide the pension benefit of Section 41(j) of the Retirement and Social Security Law, as presently or hereafter amended."

"BE IT FURTHER RESOLVED: that the effective date of such shall be the _____, day of _____, 20_____"**

** The effective date of the benefit cannot be prior to the date this resolution is "filed" with the Comptroller. Documents mailed by the United States Postal Service registered or certified mail return receipt requested or express mail and ultimately received by the Retirement System will be considered received as of the postmark date.

STATE OF NEW YORK,)
COUNTY OF _____) SS:

I, _____, clerk of the * _____ of the
_____ of the State of New York, do hereby certify that I have
compared the foregoing with the original resolution passed by such _____, at a legally
convened meeting held on the _____ day of _____, 20_____, on file as part of
the minutes of such meeting, and that the same is a true copy thereof and the whole of such original. I further certify that the full
_____ consists of _____ members, and that _____ of such members were
present at such meeting and that _____ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto set my hand
and the seal of the

(name of employer)
on this _____ day of _____, 20_____

(signature of clerk)

(Seal)

* Legislative body.
The resolution must be adopted by the legislative body and be approved by any other body or officer required by law to approve resolutions of such legislative body.



Agreement to Provide Meals for Tech Valley High School

The Guilderland Central School District will provide lunches for the 2018-2019 School Year.

Start Date: September 6, 2018

End Date: June 22, 2019

Days No Food Will Be Provided:

September 3rd Labor Day, September 4th, 5th, September 10th Rosh Hashanah, September 19th Yom Kippur
October 8th Columbus Day
November 6th, November 12th Veterans Day, 21st-23rd Thanksgiving Recess
December 24th- 31st Holiday Recess
January 1st New Year's Holiday, 21st Martin Luther King Day
February 18th -22rd President's Recess
March 22nd Conf. Day
April 19th Good Friday, April 22-nd-26th Spring Recess
May 27th Memorial Day Recess

Meal Cost: \$3.75

Ala Carte Milk Cost: \$.75

Food Transportation: The Guilderland Central School District will deliver food daily to Tech Valley High School via a food service workers vehicle. Food will be delivered in insulated containers to maintain food temperatures during transportation.

Tech Valley High School Agreement:

- Will provide a computer and key board with internet access.
- Tech Valley High School will pay for all Primeroedge licensing fees to run the program.
- Will provide pans and a warmer to keep food hot.
- Cleaning supplies will be provided.
- Will provide 2 refrigerated units to serve cold food/beverages.
- Will provide a pass through side warmer to keep hot food hot during serving.
- Will provide a locked area for supplies to be stored.
- The Principal will notify the Food Service Director at Guilderland of any change in serving times, daily schedule, field trips or students out of the building and more students coming into the building to be fed.
- Tech Valley will pay all lunch charges at the end of the school year which are not paid by students during the school year.

GCSD Agreement:

- GCSD will enter into a contract with SED on behalf of Tech Valley High School.
- GCSD will file for an operating site with the Health Department.
- GCSD will provide a trained Food Service Worker to run the lunch program.
- GCSD will provide trays and plastic silverware.
- GCSD will provide low fat or Fat Free milk.
- GCSD will develop menus which appeal to students and modify the menus as needed.
- Menus may change if the distributor is out of stock on an item but the alternate menu item will be sent.
- Snow days when school is closed, no meals will be send.
- GCSD will set up healthy vending in the cafeteria to provide food during off time meal service.
- GCSD will replace all dirty trays with clean ones daily.
- GCSD will keep serving area clean.

Termination Clause: The GCSD or Tech Valley can terminate this contract for any reason with 60 days written notice.

Tech Valley High School Administrators Signature

Linda Mossop, Food Service Director
GCSD Administrative Signature

April 24, 2018

Date

TVHS Exercise Room ROM

05/11/2018

<u>ITEM</u>	<u>COST</u>
Architectural Estimate	
Removal of storage room wall, double door unit, patch floor with similar flooring, patch/paint bulkhead	\$5.0K
Electrical Estimate	
Removal of electrical service on wall	\$1.0K
Use current floor boxes	N/C
Add receptacle for Soda Machine	\$ 0.8K
Mechanical Estimate	
Relocate T-Stat	
Modify CO2 Controls for RTU-1D and 1E	\$ 4.0K
Subtotal	\$10.8K
<u>SUNYPOLY Overhead</u>	<u>\$1.3K</u>
Total	\$12.1k
If new receptacles req'd for treadmills add	<u>\$3.3K</u>
Revised Total	\$15.4K

Tech Valley HS Albany, NY



Sales Contact:
Arthur Speck

Date: 5/15/18

Version: 1.01

Scale: 3/16" = 1'-0"

Disclaimer:

Floor plan dimensions are based on information provided by facility owner or its representatives and should be verified in the field. This drawing is NOT to be used as building document by any parties as layout provided is for equipment spacing purposes only.

Notes:

CEILING HEIGHT:
Recommended height is 9'-6" (2.88m) above finish floor for units with step-ups, pull-up bar(s) & rebounder. Units taller than 8'-0" (2.59m) may require additional clearance height.

EQUIPMENT STABILIZING:
SYNRGY & HAMMER STRENGTH Units are either required or recommended (dependent on unit) to be bolted to a concrete subfloor. Please refer to product manual or contact customer service.

CARDIO SPACING:
*Treadmills - a min. of 19.7in (0.5 m) on each side and 78in (2 m) from the rear to the nearest obstruction.
*Other Cardio equipment - a min. of 19.7in (0.6m) on at least one side, and 19.7in (0.6m) behind or in front of the machine.

Additional Notes:

Electrical Legend:

STANDARD RECEPTACLE

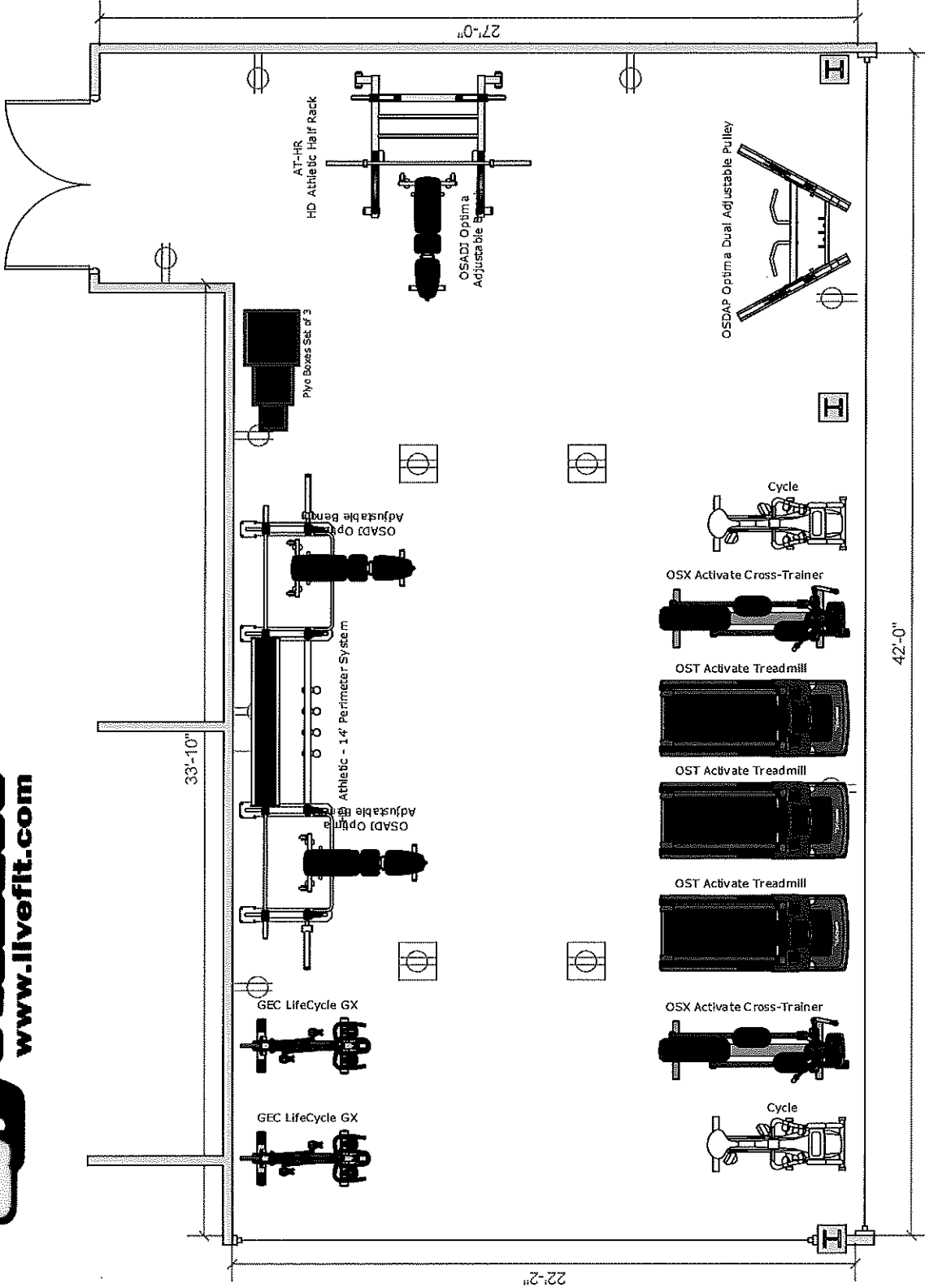
DEDICATED RECEPTACLE

TV POWER RECEPTACLE

TV COAXIAL OUTLET

NETWORK OUTLET

*Symbol locations are approximate. Consult a qualified electrical professional to determine exact power placement.
*Reference Product Manual (s) and/or Life Fitness website for product specifications.



Note: Drawing created using a PDF that was not scaled. Validate room dimensions.





BUSINESS ALLIANCE

Proposed Members and Terms

New Terms

<u>Name</u>	<u>Title</u>	<u>Company</u>	<u>Term Expires</u>
Tyler Wrightson	Founder	Leet Cyber Security	June 30, 2021
Dr. Michael Manning	Associate Provost for Academic Affairs and Vice President for Enrollment Management	SUNY Polytechnic Institute	June 30, 2021

05/15/18



Carmela Montross
Northeast Corp FM
National Operations
17 Corporate Woods
Albany, NY 12205

Dear Mrs. Montross:

Thank you for the generous donation of the two very gently used Egan Visual conference room cabinets valued at approximately \$2000 apiece. These beautiful cabinets will enhance the functionality of our meeting rooms greatly.

Please pass along our thanks to everyone at your organization who made this donation possible.

Thank you,

A handwritten signature in black ink, appearing to read "James Niedermeier".

James Niedermeier
Principal and CAO
Tech Valley High School



Laura MacManus-Spencer
Associate Professor of Chemistry
Union College
807 Union St.
Schenectady, NY 12308
macmanul@union.edu

Dear Prof. MacManus-Spencer:

Thank you for the generous donation of the following items, which we estimate to be valued at about \$200:

- Twenty-four (24) 250-mL erlenmeyer flasks worth about \$100
- Four (4) 500-mL erlenmeyer flasks worth about \$25
- One (1) 500-mL vol. flask worth about \$35
- One (1) 1000-mL vol. flask worth about \$40

Please pass along our thanks to everyone at Union who made this donation possible.

Thank you,

A handwritten signature in black ink, appearing to read "James Niedermeier". The signature is fluid and cursive, with a large initial "J" and "N".

James Niedermeier
Principal and CAO
Tech Valley High School



2018-2019 Calendar

2018

- July 2 & 3 Staff Summer Work Days
- July 5 & 6 Staff Summer Work Days
- July 4 Fourth of July Holiday
- July 9 Staff Summer Work Day
- August 21 Picnic
- August 20-31 . Staff Summer Work Days
- September 3 Labor Day
- September 4 QIII Orientation
- September 5 First Day for Freshmen
- September 6 First Day for All
- September 19 Yom Kippur
- September 26 Open House
- October 8 Columbus Day
- November 6 . . Staff Develop/No Classes
- November 9 . Emergency Early Release
- November 9 End Marking Period 1
- November 12 Veterans Day
- November 16 SLT 1/No Classes
- November 21-23 . . Thanksgiving Recess
- December 24 . . . Holiday Recess Begins

2019

- January 2 Classes Resume
- January 21 . . . Martin Luther King Jr. Day
- January 22-25 Regents Testing
- January 28 - February 8 I-Term
- February 1 End of Marking Period 2
- February 18 Presidents Day
- February 18 - 22 Winter Break
- March 15 SLT 2/No Classes
- April 12 End of Marking Period 3
- April 19 - 26 Spring Break
- May 8 TVHS Expo
- May 27 Memorial Day
- May 31 Awards Ceremony
- June 3 Global Regents
- June 14 - 17 Reading Days
- June 18 - 26 Regents Testing
- June 24 New Student Orientation
- June 27 End of Marking Period 4
- June 27 Graduation

INSTRUCTIONAL DAYS:

September 17	February 15
October 22	March 21
November 17	April 16
December 15	May 22
January 21	June 18

TOTAL 183

Staff Development 17

TOTAL 200

KEY:

- Offices Closed/Classes Not in Session
- Orientation Day/Staff Development
- Classes Not in Session
- Regents Testing Days

JULY 2018

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST 2018

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER 2018

S	M	T	W	T	F	S
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2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER 2018

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER 2018

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18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER 2018

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23	24	25	26	27	28	29
30	31					

JANUARY 2019

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY 2019

S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH 2019

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2019

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2019

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2019

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

TVHS PRINCIPAL'S REPORT

MAY 24, 2018

Tech Valley High School

Principal's Report
Operating Board
May 24, 2018

Tech Valley High School provides a unique and innovative student-centered educational opportunity, engages students in current emerging technologies, and supports the growth and economy of the region.

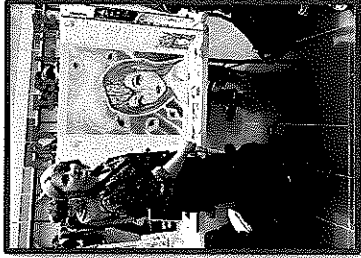




Play



Spirit Wk



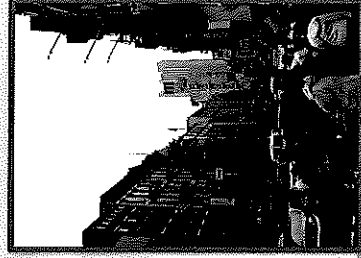
Expo



Field Day



Prom



NYC Trip



TechValley
HIGH SCHOOL

46

NUMBER OF INCOMING FRESHMEN ENROLLED FOR THE 18-19 SCHOOL YEAR. THIS IS UP FROM 37 IN 17-18 AND 31 IN 16-17.



25

NUMBER OF DISTRICTS SENDING FRESHMEN TO TVHS IN 18-19. THIS IS UP FROM 21 THE PAST TWO YEARS.



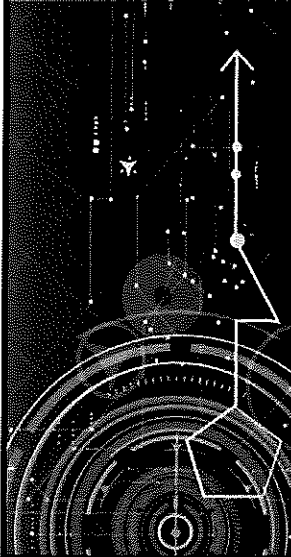
100

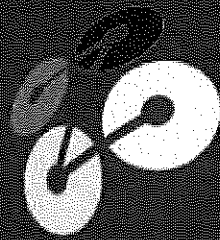
NUMBER OF APPLICATIONS THIS YEAR. UP FROM 75 IN 16-17.



134

ANTICIPATED ENROLLMENT FOR 18-19. UP FROM 118. PROJECTING ENROLLMENT TO BE AT 160 BY 20-21 WITH CURRENT ENROLLMENT AND ATTRITION RATES.

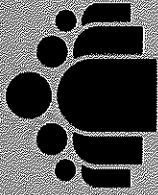




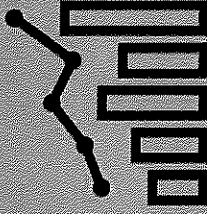
New Tech Network



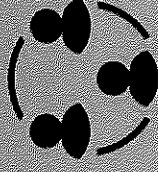
Advanced Placement Program



Building Leadership Capacity



Data Analysis

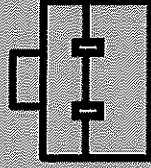


Improving Teacher Collaboration

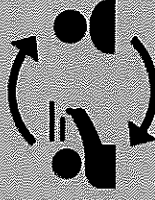
SUMMER GOALS



Research-based Writing

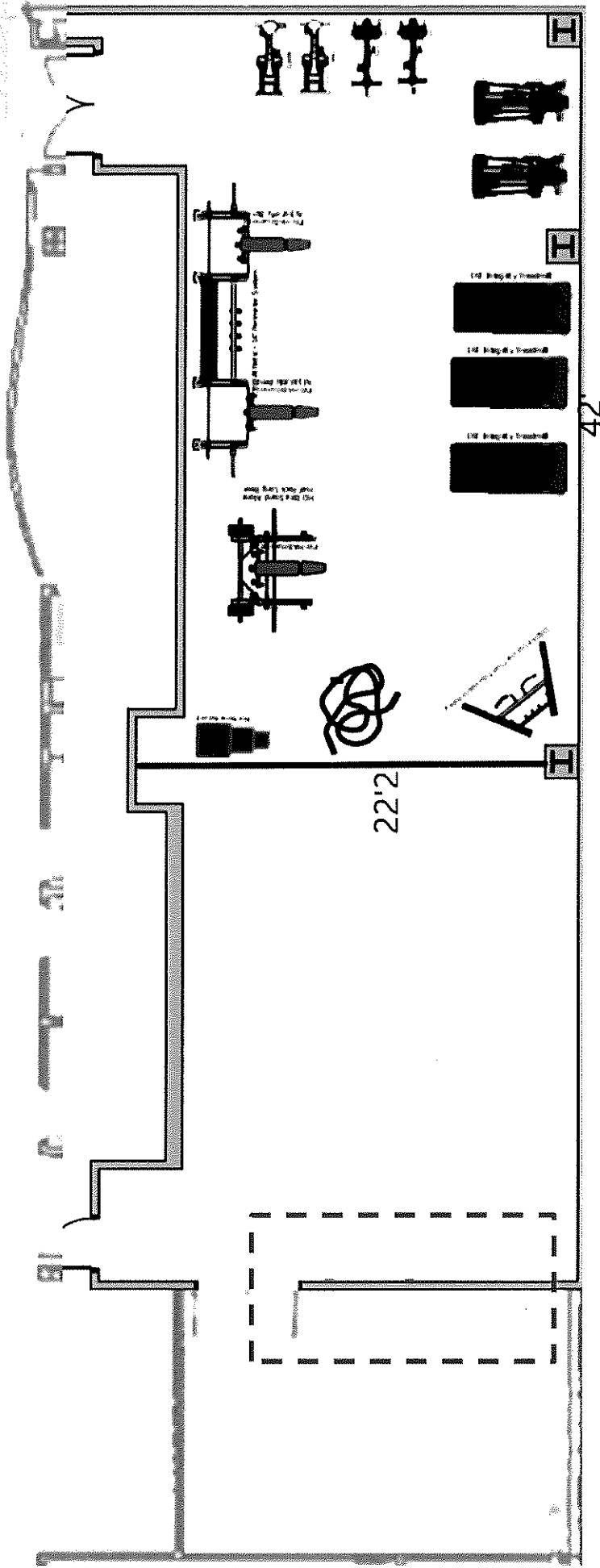


Maximizing Partnerships



Standards Communication

Fitness Center Update



Confucius Classroom

- Curriculum:
 - Building Chinese 3&4
 - Speaker honorariums
 - Martial Arts in PE
- Cultural program
 - Assistance for travel
 - Multicultural workshops and events
- Training program
 - PD for instructor
 - Regional center for PD
- Caveats
 - Possible curricular intrusion



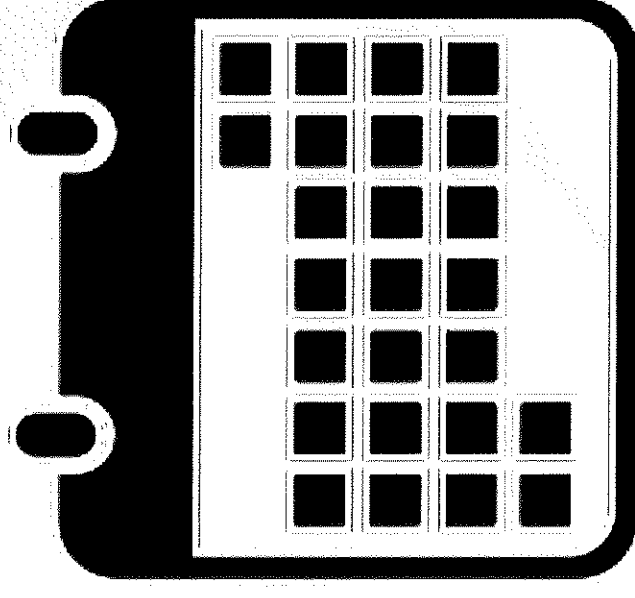
**UNIVERSITY
AT ALBANY**

State University of New York

TechValley
HIGH SCHOOL

Upcoming Events

- June 1, 8 AM, NSF: Awards
- June 21, 6 PM, Zen: Graduation
- June 16-20: Camp-Technology
- June 23-27: Camp-Biomedical
- August 22-23: Innovation Institute



2018-19 Tech Valley High School

Board Meetings, Agenda Item Submission Deadlines & Packet Reviews

Held the fourth Thursday of September, November, January, March, May and July at Tech Valley High School at 6:15 pm. unless otherwise noted

BOARD MEETING DATE	AGENDA ITEM SUBMISSION DEADLINE	REVIEW MTG.	Packet Review Completed	Mailing Date
Thursday - September 27, 2018 Reorganization & Regular Mtg.	Monday, September 17, 2018	9/19/18	9/20/18	9/21/18
Thursday - November 29, 2018 (due to Thanksgiving)	Friday, November 16, 2018	11/19/18	11/20/18	11/21/18
Thursday - January 24, 2019	Monday, January 14, 2019	1/16/19	1/17/19	1/18/19
Thursday - March 28, 2019	Monday, March 18, 2019	3/20/19	3/21/19	3/22/19
Thursday - May 23, 2019	Monday, May 13, 2019	5/15/19	5/16/19	5/17/19
Thursday - July 25, 2019	Monday, July 15, 2019	7/17/19	7/18/19	7/19/19

Please note that these deadlines are firm.

Draft - 5/15/18