

**Agenda – Regular Meeting
Tech Valley High School Operating Board
A Joint Venture of Capital Region BOCES and Questar III**

March 26, 2020 6:15 p.m. Tech Valley High School
SUNY Polytechnic Institute
College of Nanoscale Science and Engineering
246 Tricentennial Drive
Albany, New York 12203

District Superintendent: Ms. Anita Murphy, Capital Region BOCES
District Superintendent: Dr. Gladys Cruz, Questar III BOCES

1. Pledge of Allegiance
2. Approval of the Agenda and Waive 72 Hour Notice
3. Minutes
4. Recognition of Visitors
5. Privilege of the Floor
6. Personnel Considerations
 - a. TVHS Girl STEMpowerment Camp Staff
 1. Jessica Obercon
7. Business Items
 - a. Board Policies – Renumbering
 - b. Internal Claims Auditor Report
 - c. Treasurer's Report
 - d. Approval of Agreement with Audio-Visual Corporation
 - e. Approval of Agreement with Transeo
 - f. Approval of Continuation Agreement with the New Tech Network Inc. (NTN)
 - g. Approval of Disposition of Personal Property
8. Approval of the 2020-2021 TVHS Calendar
9. Presentation of Proposed 2020-2021 TVHS Budget
10. Principal's Report

11. District Superintendents' Report
12. Board Discussions
13. Summary Actions
14. Adjournment

1. **Pledge of Allegiance**

2. **Approval of the Agenda**

RESOLVED: that the Tech Valley High School Operating Board approves the agenda as presented and add any items introduced by unanimous vote.

3. **Minutes**

RESOLVED: that the Tech Valley High School Operating Board approves Minutes from the January 23, 2020 Board Meeting. (copy attached)

4. **Recognition of Visitors**

5. **Privilege of the Floor**

6. **Personnel Considerations**

a. TVHS Girl STEMpowerment Camp Staff

1. Jessica Obercon

RESOLVED: that upon joint recommendation of the District Superintendents of Questar III and Capital Region BOCES, the following TVHS staff be appointed to serve as staff for Tech Valley High's Girl STEMpowerment Camp:

<u>Name</u>	<u>Dates</u>	<u>Amount (per diem)</u>
Jessica Obercon	February 19, 2020-February 21, 2020	1/200 th of 2019-20 salary

7. **Business Items**

a. Board Policies-Renumbering

Recommend that the Tech Valley High School Operating Board approves the following policy conventions and renumbering of the related policies:

0000-Philosophy, Goals, and Objectives
 2000-Board Governance
 3000-Administration
 4000-Instruction
 5000-Student Policies
 6000-Business
 8000-Miscellaneous
 9000-Personnel

<u>Old Number</u>	<u>New Number</u>	<u>Policy</u>
1	2000	Tech Valley Regional Technology Institute
2	2020	Privilege of the Floor
3	2030	Authorization to Sign Contracts
4	2040	Policy Development
5	2050	Controlling Policy
9	2090	Gifts and Donations
8	5000	Code of Conduct
10	5100	Attendance
5100	5200	Prohibit Sexual Harassment for Students
5025	5300	Child Abuse Reporting and Regulations
5100	5400	Field Trips
9100	9060	Internships and Student Teaching Assignments
12	9300	Prohibition of Discrimination, Sexual and Other Unlawful Harassment of Employees, Non-Employees and Interns

The Tech Valley High School Board Policies can be found on the school's web page at the following address: <https://www.techvalleyhigh.org/operating-board/board-policies>.

b. Internal Claims Auditor Report

RESOLVED: that the Tech Valley High School Operating Board accepts the Internal Claims Auditor Report for January 1, 2020 through February 29, 2020. (copy attached)

c. Treasurer's Report

RESOLVED: that the Tech Valley High School Operating Board approves the Treasurer's Reports for the periods ending January 31, 2020 and February 29, 2020. (copies attached)

d. Approval of Agreement with Audio-Visual Corporation

RESOLVED: that the Tech Valley High School Operating Board hereby approves the agreement with Audio-Visual Corporation for two years as per the terms of the contract provided for \$101,992.96. (copy attached)

e. Approval of Agreement with Transeo

RESOLVED: that the Tech Valley High School Operating Board hereby approves the agreement with Transeo from April 1, 2020 through March 31, 2023 as per the terms of the contract provided for \$4,000. (copy attached)

f. Approval of Continuation Agreement with the New Tech Network Inc. (NTN)

RESOLVED: that the Tech Valley High School Operating Board hereby approves the continuation agreement with the New Tech Network Inc. (NTN) from July 1, 2020 through June 30, 2022 as per the terms of the contract provided for \$16,520. (copy attached)

g. Approval of Disposition of Personal Property

RESOLVED: that the Tech Valley High School Operating Board hereby approves the disposition of personal property in accordance with TVHS Policy #6730:

<u>Model</u>	<u>SN</u>	<u>Q3 Tag</u>	<u>CR Tag</u>
Canon HF M300	172030240903		
Canon HF M300	162110523533		
InFocus Gen10	AKQR45100053	852	
Flashforge Creator Pro	FFX9851506018059	30699	
Snowball USB Mic	41234	1102	
Snowball USB Mic	42307		
Mitsubishi Projector XD490U	6020845		31887
Nikon CoolPix	30626286		

8. Approval of the 2020-2021 TVHS Calendar

RESOLVED: that the Tech Valley High School Operating Board approves the 2020-2021 TVHS calendar. (copy attached)

9. Presentation of Proposed 2020-2021 TVHS Budget

Mr. James Niedermeier, Principal and Chief Academic Officer, will make a presentation on the proposed 2020-2021 TVHS Budget. (copy attached)

RESOLVED: that the Tech Valley High School Operating Board approves the 2020-2021 TVHS Budget.

10. Principal's Report

(copy attached)

11. District Superintendents' Report

12. Board Discussions

13. Summary Actions

14. Adjournment



REGULAR MEETING – January 23, 2020

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 January 23, 2020 at the Tech Valley High School, SUNY Polytechnic Institute, 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 Phelan.

PRESENT

John Bergeron
Edmund Brooks
Lynn Clum
Nancy delPrado
Joseph Garland
John Hill
Kevin Kutzscher
Lynne Lenhardt
John Phelan
Frank Zwack
Gladys Cruz, Dist. Supt.
Anita Murphy, Dist. Supt.
Gretchen Wukits,
Clerk of the Board

STAFF

James Niedermeier

GUESTS

Wendy Ashley
Mike Buono
Joseph Dragone
Sarah Feiss
Lauren Gemmill
Danielle Hemmid
Jeff Honeywell
John Tafilowski

President Phelan led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

President Phelan welcomed Mr. Frank Zwack, a Questar III Board member from the Berlin School District, who succeeds Mrs. Marilyn Noonan.

It was moved by Dr. Bergeron and seconded by Mrs. delPrado to accept the agenda and to waive the 72-hour notice to add items to the agenda by unanimous resolution. The motion passed unanimously.

AGENDA

It was moved by Mrs. Lenhardt and seconded by Mr. Garland to accept the November 21, 2019 Board Meeting Minutes. The motion passed unanimously.

MINUTES

It was moved by Mr. Garland and seconded by Mrs. delPrado to enter into Executive Session to discuss a collective bargaining and litigation matter at 6:17 p.m. The motion passed unanimously.

EXECUTIVE SESSION

It was moved by Mrs. Lenhardt and seconded by Mrs. delPrado to reconvene the Regular Session at 7:00 p.m. The motion passed unanimously.

Mr. John Tafilowski, Cusack and Company, Certified Public Accountants LLC, was introduced. He presented the External Audit Report for TVHS for 2018-19. It was noted that Mr. Phelan and Mr. Brooks had reviewed the report as members of the Audit Committee and recommend the Board accepts the report. Mr. Tafilowski acknowledged Ms. Wendy Ashley, Director, Business Operations, and Ms. Kimberly Duran, Accountant II, Capital Region BOCES, for their assistance with preparations for the report.

REVIEW OF THE EXTERNAL AUDIT REPORT FOR TVHS

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

RESOLVED: that the Tech Valley High School Operating Board accepts the Tech Valley Regional Technology Institute Financial Report dated June 30, 2019.

The motion passed unanimously.

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

PERSONNEL CONSIDERATIONS

RESOLVED: that upon joint recommendation of the District Superintendents of Questar III and Capital Region BOCES, the request of Varada Vaughan, Mathematics Teacher, for a family medical leave of absence from October 20, 2019 through February 7, 2020 and an unpaid leave of absence from February 8, 2020 through June 30, 2020, be approved.

(Amended Action
[Leave of Absence])

The motion passed unanimously.

It was moved by Mrs. delPrado and seconded by Mr. Kutzscher and to ratify the following policies:

BOARD POLICIES – SECOND READING

<u>Policy Title</u>	<u>Number</u>
Suspected Child Abuse and Maltreatment (5025R)	5025
Conditional or Emergency Conditional Appointed Employees and School Safety	9020

The motion passed unanimously.

It was moved by Mrs. delPrado and seconded by Mr. Kutzscher to approve the following:

**INTERNAL
CLAIMS
AUDITOR
REPORT**

RESOLVED: that the Tech Valley High School Operating Board accepts the Internal Claims Auditor Report for November 6, 2019 through December 18, 2019. The motion passed unanimously.

It was moved by Mrs. delPrado and seconded by Mr. Kutzscher to approve the following:

**TREASURER'S
REPORTS**

RESOLVED: that the Tech Valley High School Operating Board approves the Treasurer's Reports for the periods ending November 30, 2019 and December 31, 2019. The motion passed unanimously.

It was moved by Mrs. delPrado and seconded by Mr. Kutzscher to approve the following:

**ACCEPTANCE
OF DONATIONS**

RESOLVED: that the Tech Valley High School Operating Board hereby accepts the following in accordance with Capital Region BOCES Policy #6770:

1. Three works of art, two Sam Francis aquatint etchings and one Steven Sorman collage, from Ms. Sharon Koplik of Bonita Springs, Florida.
2. One microwave oven from Ms. Kathy Buff of Altamont, New York.
3. Four tablets with wireless broadband service from the National Conference on Citizenship, Washington, DC.

The motion passed unanimously.

Dr. James Niedermeier, Principal and Chief Academic Officer, TVHS, presented his report. He provided an update on iTerm and highlighted local professionals visiting TVHS to share ideas. He noted future important dates including when applications for the 2020-21 school year are due and the lottery on March 13, 2020. Dr. Niedermeier encouraged Board members to attend the TVHS Expo, the awards ceremony, and graduation, if they are able.

**PRINCIPAL'S
REPORT**

Board members discussed anticipated applications and commitments from component school districts for the next school year with Dr. Niedermeier and the District Superintendents.

**DISTRICT
SUPERINTENDENTS'
REPORT/BOARD
DISCUSSIONS**

It was moved by Mr. Brooks and seconded by Mr. Kutzscher to adjourn the meeting at 7:49 p.m. The motion passed unanimously.

ADJOURNMENT

March 14, 2020

Date

Gretchen E. Wukits

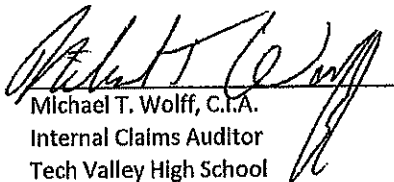
Gretchen E. Wukits
Clerk of the Board



TECH VALLEY HIGH SCHOOL
INTERNAL CLAIMS AUDIT REPORT
January - February 2020

Warrant #	Description	Check Dates	Amount	Checks Issued	EFT's	Check Series
37	Payroll Deductions	1/8/2020	\$ 18,454.14	2	7	11155-11156
38	General Payable	1/9/2020	\$ 91,716.29	10	0	4274-4283
39	Payroll Deductions	1/22/2020	\$ 18,280.83	2	7	11158-11159
40	General Payable	1/22/2020	\$ 9,378.75	7	0	4284-4290
41	Extraclassroom	1/22/2020	\$ 400.00	1	0	1047
42	General Payable	1/29/2020	\$ 4,128.50	9	0	4291-4296
43	Payroll Deductions	2/5/2020	\$ 16,331.81	2	7	11161-11162
44	General Payable	2/6/2020	\$ 32,755.44	5	0	4297-4301
45	T&A Misc	2/5/2020	\$ 5,656.37	1	0	11163
46	Payroll Deductions	2/19/2020	\$ 16,580.96	2	7	11165-11166
47	General Payable	2/26/2020	\$ 46,823.76	15	0	4302-4316
48	T&A Misc	2/26/2020	\$ 5,656.37	1	0	11167
49	Payroll Deductions	3/4/2020	\$ 16,346.37	2	7	11169-11170
Period Totals			\$ 282,509.59	59	35	

	Exceptions:	Warrant	Amount	Vendor	Explanation
1	Confirming PO	38	\$ 414.00	Coxackle Transport	Invoice first knowledge of bill
2					
3					


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

March 26, 2020

TECH VALLEY HIGH SCHOOL
CONSOLIDATED REVENUE STATUS REPORT
as of 02/29/2020

	Original Estimate	Adjustments	Current Estimate	Year-to-Date Revenues	Anticipated Balance
Anticipated Revenues					
Tuition A455	1,785,000.00		1,785,000.00	1,217,766.66	567,233.34
Tuition Other BOCES A455	30,030.00	-30,030.00	0.00		0.00
Tuition Non Component A455	0.00	30,030.00	30,030.00	16,683.34	13,346.66
Special Education Billing	225,000.00	6,800.00	231,800.00	128,777.77	103,022.23
Legislative Grant 2017/2018 F904	460,666.00		460,666.00	254,658.00	206,008.00
TVHS Foundation	0.00	16,050.00	16,050.00	16,037.79	12.21
Revenue for Carry Over Encumbrance	0.00	1,884.03	1,884.03	0.00	0.00
Refunds of Prior Years Expense	3,500.00		3,500.00		3,500.00
Miscellaneous Revenue	40,000.00		40,000.00	20,561.19	25,325.47
Interest Income	500.00	0.00	500.00	928.42	0.00
Total Anticipated Revenues	2,544,696.00	24,734.03	2,569,430.03	1,655,413.17	918,447.91

HIGHLIGHTS/CHANGES

3/12/2020
Date

Kimberly A. Duran
Treasurer

3/13/2020
Date

Deborah
Deputy Treasurer

**TECH VALLEY HIGH SCHOOL
CONSOLIDATED BUDGET STATUS REPORT**

as of 02/29/2020

Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Balance
150 CERTIFIED SALARIES						
TEACHER SALARIES	1,030,147.00	28,165.00	1,058,312.00	690,882.43	327,984.93	39,444.64
ADMINISTRATIVE SALARIES	294,003.00	14,000.00	308,003.00	198,206.19	109,445.89	350.92
150 Subtotal Certified Salaries	1,324,150.00	42,165.00	1,366,315.00	889,088.62	437,430.82	39,795.56
160 SUPPORT SALARIES						
160 Subtotal Support Salaries	95,780.00	0.00	95,780.00	58,876.62	35,379.52	1,523.86
200 EQUIPMENT						
200 Subtotal Equipment	73,000.00	1,022.61	74,022.61	10,015.62	4,486.00	59,520.99
300 SUPPLIES & MATERIALS						
GENERAL SUPPLIES	27,000.00	10,861.42	37,861.42	23,921.57	8,501.40	5,438.45
TEXTBOOKS	15,000.00	(8,000.00)	7,000.00	6,081.64	0.00	918.36
Periodicals	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
Assets under \$500	2,000.00	(500.00)	1,500.00	168.08	0.00	1,331.92
CAFETERIA (FRL)	800.00	0.00	800.00	242.40	557.60	0.00
SUBSCRIPTIONS	15,000.00	0.00	15,000.00	13,108.21	0.00	1,891.79
COMPUTER SOFTWARE PURCH	20,600.00	(12,275.00)	8,325.00	2,337.50	900.00	5,087.50
300 Subtotal Supplies & Materials	81,400.00	(9,913.58)	71,486.42	45,859.40	9,959.00	15,668.02
400 CONTRACTUAL & OTHER						
TELEPHONE	6,205.00	0.00	6,205.00	3,526.25	2,518.75	160.00
DATA COMMUNICATIONS	7,901.00	600.00	8,501.00	5,448.79	3,000.00	51.21
INSURANCE	46,350.00	0.00	46,350.00	44,142.00	0.00	2,208.00
EQUIP RENTALS & LEASES	8,500.00	0.00	8,500.00	1,794.38	3,045.62	3,660.00
POSTAGE	2,500.00	(1,000.00)	1,500.00	117.14	1,317.85	65.01
TRAVEL-IN DISTRICT	6,000.00	0.00	6,000.00	1,541.27	1,608.73	2,850.00
CONFERENCE & OTHER TRAVEL	8,000.00	0.00	8,000.00	6,070.14	0.00	1,929.86
ASSOC DUES & MEMBERSHIPS	16,000.00	3,500.00	19,500.00	17,326.56	900.00	1,273.44
FIELD TRIPS	1,500.00	2,200.00	3,700.00	1,298.75	1,750.00	651.25
ADMISSIONS Transportation	12,000.00	12,550.00	24,550.00	11,694.49	11,279.51	1,586.00
PRINTING & COPYING	3,500.00	0.00	3,500.00	0.00	1,500.00	2,000.00
OTHER MISC EXPENSE	46,500.00	(14,051.00)	32,449.00	3,985.03	1,165.50	27,298.47
FACILITY PAYMENTS	83,000.00	0.00	83,000.00	61,530.29	20,780.55	689.16
400 Subtotal Contractual & Other	247,956.00	3,799.00	251,755.00	158,466.09	48,866.51	44,422.40

**TECH VALLEY HIGH SCHOOL
CONSOLIDATED BUDGET STATUS REPORT**

as of 02/29/2020

Description	Initial Budget	Adjustments	Current Budget	Year-to-Date Expenditures	Encumbrances Outstanding	Unencumbered Balance
440 CONTRACTED PROFESSIONAL SERVICES						
Funding Initiatives	17,292.00	0.00	17,292.00	0.00	0.00	17,292.00
CONSULTANTS & OTH PERS SRV	9,500.00	0.00	9,500.00	7,950.00	950.00	600.00
Other Professional & Tech	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
440 Subtotal Contracted Professional Services	28,292.00	0.00	28,292.00	7,950.00	950.00	19,392.00
470 Rental of Facilities	0.00	0.00	0.00	0.00	0.00	0.00
490 Subtotal Services From Rental of Facilities	0.00	0.00	0.00	0.00	0.00	0.00
490 SERVICES FROM SCH DIST & BOCES						
490 Subtotal Services From Sch Dist & BOCES	75,065.00	4,500.00	79,565.00	48,649.36	14,560.07	16,355.57
800 EMPLOYEE BENEFITS						
HEALTH INSURANCE	344,682.00	(18,050.00)	326,632.00	214,235.18	109,745.03	2,651.79
EMPLOYEES' RETIREMENT	14,384.00	(100.00)	14,284.00	8,548.91	5,057.31	677.78
TEACHERS' RETIREMENT	123,684.00	(9.00)	123,675.00	76,319.40	38,630.23	8,725.37
SOCIAL SECURITY	108,635.00	875.00	109,510.00	68,999.10	36,169.99	4,340.91
UNEMPLOYMENT INSURANCE	2,832.00	95.00	2,927.00	1,895.97	945.62	85.41
WORKERS' COMPENSATION	1,296.00	0.00	1,296.00	0.00	0.00	1,296.00
DENTAL INSURANCE	8,057.00	0.00	8,057.00	5,160.00	2,696.00	201.00
DISABILITY INSURANCE	10,483.00	0.00	10,483.00	3,625.70	915.59	5,941.71
EMPLOYEE BENEFITS	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
800 Subtotal Employee Benefits	619,053.00	(17,189.00)	601,864.00	378,784.26	194,159.77	28,919.97
TOTAL CURRENT EXPENDITURES BUDGET	2,544,696.00	24,384.03	2,569,080.03	1,597,689.97	746,791.69	225,598.37

Kimberly A. Duman
Treasurer

David M. M...
Deputy Treasurer

3/12/2020
Date

3/13/2020
Date

TECH VALLEY HIGH SCHOOL**2019-2020 BUDGET**

as of February 29, 2020
Presented on the Accrual Basis

ACTUAL RESULTS 2018/2019	APPROVED BUDGET 2019/2020	ACTUAL BUDGET 2019/2020
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REVENUES

	<u>130</u>	<u>140</u>	<u>135</u>
Estimated Number of Students			
Tuition	1,725,000	1,785,000	1,785,000
Tuition Other BOCES	14,438	30,030	-
Tuition Non-Component	0	-	30,030
Special Education Billing	228,727	225,000	231,800
Legislative Grant #1	460,666	460,666	460,666
Revenue for Carry Over Encumbrance	47,048	-	1,884
Refunds Prior Years Expenses	3,927	3,500	3,500
Tech Valley High School Foundation	21,950	-	16,050
Miscellaneous Revenue	61,875	40,000	40,000
Interest Income	1,327	500	500
TOTAL REVENUES	<u>2,555,068</u>	<u>2,544,696</u>	<u>2,569,430</u>

TECH VALLEY HIGH SCHOOL

2019-2020 BUDGET

as of February 29, 2020

Presented on the Accrual Basis

ACTUAL RESULTS 2018/2019	APPROVED BUDGET 2019/2020	ACTUAL BUDGET 2019/2020
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EXPENSES

ADMINISTRATIVE

Personnel

Administrative Salaries	121,513	122,604	122,604
Support & Clerical Salaries	74,459	60,880	63,980
Fringe Benefits	89,152	83,985	83,986
	<u>285,124</u>	<u>267,469</u>	<u>280,570</u>

Equipment

Equipment	30,673	18,000	19,023
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Materials & Supplies

General Supplies	11,641	10,000	14,861
Periodicals		1,000	1,000
Assets under \$500		1,000	1,000
Meeting Expenses/Food & Grocery	910	800	800
Subscriptions	333	15,000	15,000
Software Licenses	8,335	11,000	4,800
	<u>21,219</u>	<u>38,800</u>	<u>37,461</u>

Contractual

Telephone	6,073	6,205	6,205
Insurance	42,621	46,350	46,350
Equip Rentals & Leases	4,216	8,500	8,500
Postage	1,282	1,500	1,500
Travel-In-District	1,531	6,000	6,000
Conference & Other Travel	5,799	8,000	8,000
Assoc Dues & Memberships	10,507	10,000	13,500
Printing & Copying	1,325	3,500	3,500
Fieldtrips	1,901	-	-
Workshop Related Costs	6,059	-	-
Other Misc Expense	26,160	37,000	29,499
Facility Payment	78,992	83,000	83,000
	<u>186,466</u>	<u>210,055</u>	<u>206,064</u>

Contract Prof Service

Accountants & Auditors	8,900	9,500	9,500
Funding Initiatives	17,292	17,292	17,292
Other Prof & Tech	-	1,500	1,500
	<u>26,192</u>	<u>28,292</u>	<u>28,292</u>

School Districts & Other BOCES

BOCES/SCH DST -OTHER SRV	35,974	61,199	65,699
	<u>35,974</u>	<u>61,199</u>	<u>65,699</u>

Occupancy

Data Communications	7,293	7,901	8,501
Cleaning/Ancillary Lease costs	-	-	-
	<u>7,293</u>	<u>7,901</u>	<u>8,501</u>

TOTAL ADMINISTRATIVE

	<u>592,941</u>	<u>621,716</u>	<u>625,600</u>
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TECH VALLEY HIGH SCHOOL 2019-2020 BUDGET

as of February 29, 2020
Presented on the Accrual Basis

ACTUAL RESULTS 2018/2019	APPROVED BUDGET 2019/2020	ACTUAL BUDGET 2019/2020
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INSTRUCTIONAL

Personnel

Instructional Salaries	1,183,832	1,027,647	1,050,912
Instructional Support Salaries	-	171,399	185,399
Non-Instructional Salaries	41,048	45,000	45,000
Substitute Teacher Salaries	2,800	2,500	4,200
Fringe Benefits	471,085	535,088	617,878
	<u>1,698,743</u>	<u>1,781,614</u>	<u>1,803,389</u>

Equipment

Equipment	46,429	55,000	55,000
Furniture	-	-	-
	<u>46,429</u>	<u>55,000</u>	<u>55,000</u>

Materials & Supplies

Supplies	19,519	17,000	23,000
Textbooks	13,092	15,000	7,000
Assets under \$500	-	1,000	500
Software Licenses	-	9,600	3,525
	<u>32,611</u>	<u>42,600</u>	<u>34,025</u>

Contractual

Postage	-	1,000	-
Staff Development & Conferences	200	6,000	6,000
Admissions	1,890	1,500	3,700
Transportation	-	12,000	24,550
Physical Education-Related Expenditures	31,848	-	-
Online Tuition	-	-	-
Assets under \$500	-	-	-
Software Licenses	-	-	-
Misc	11,521	9,500	2,950
	<u>45,257</u>	<u>30,000</u>	<u>37,200</u>

BOCES/SCH DST -OTHER SRV	-	13,888	13,888
--------------------------	---	--------	--------

TOTAL INSTRUCTIONAL	<u>1,823,040</u>	<u>1,922,980</u>	<u>1,943,480</u>
---------------------	------------------	------------------	------------------

TOTAL PROGRAM COSTS	<u>2,415,981</u>	<u>2,544,686</u>	<u>2,569,080</u>
---------------------	------------------	------------------	------------------

COST PER STUDENT	<u>\$ 19,684</u>	<u>\$ 18,176</u>	<u>\$ 19,030</u>
------------------	------------------	------------------	------------------

SURPLUS OR (DEFICIT)	<u>\$ 139,077</u>	<u>\$ -</u>	<u>\$ 350</u>
----------------------	-------------------	-------------	---------------

3/12/2020
Date

3/13/2020
Date

Kimberly A. Duran
Treasurer
[Signature]
Deputy Treasurer

**TECH VALLEY REGIONAL HIGH SCHOOL
CHECKING ACCOUNT**

MONTH OF February 29, 2020

Cash Balance as of: January 31, 2020

General Fund - Key Bank	1,007,439.65
Special Aid Fund - Key	(10,145.63)
T&A Fund - Key	5,724.87
Capital Fund - Key	<u>130,641.99</u>

TOTAL BEGINNING CASH: \$ 1,133,660.88

RECEIPTS:

General Fund - Key	172,580.48
Special Aid Fund - Key	-
Trust & Agency Fund - Key	114,106.56
Capital Fund - Key	-
Interest on Investments & Savings	<u>131.93</u>

TOTAL RECEIPTS: 286,818.97

DISBURSEMENTS:

General Fund - Key	(173,858.82)
Special Aid Fund - Key	(24,292.98)
Trust & Agency Fund - Key	(119,737.64)
Capital Fund - Key	<u>-</u>

TOTAL DISBURSEMENTS: (317,889.44)

Cash Balance as of February 29, 2020

General Fund - Key	1,006,293.24
Special Aid Fund - Key	(34,438.61)
T&A Fund - Key	93.79
Capital Fund - Key	<u>130,641.99</u>

TOTAL ENDING CASH: \$ 1,102,590.41

BANK BALANCES

Balance per Key Bank Statement:	\$ 1,155,678.04
Less: Outstanding Checks- Key Checking	\$ (53,087.63)
	<u>(53,087.63)</u>
Add: Deposits In Transit	\$ -
	<u>-</u>
TOTAL	\$ <u>1,102,590.41</u>

Verified By Deputy Treasurer

Prepared By Treasurer

**TECH VALLEY REGIONAL HIGH SCHOOL
CHECKING ACCOUNT**

MONTH OF February 29, 2020

Cash Balance as of: January 31, 2020

Extra Classroom- Key Bank

9,077.45

TOTAL BEGINNING CASH:

\$

9,077.45

RECEIPTS:

Extra Classroom- Key Bank

100.00

TOTAL RECEIPTS:

100.00

DISBURSEMENTS:

Extra Classroom- Key Bank

-

TOTAL DISBURSEMENTS:

-

Extra Classroom- Key Bank

9,177.45

TOTAL ENDING CASH:

\$

9,177.45

BANK BALANCES

Balance per Key Bank Statement:

\$

9,177.45

Less: Outstanding Checks- Key Checking

\$

-

Add: Deposits in Transit

\$

-

TOTAL

\$

9,177.45

Verified by Deputy Treasurer

Prepared By Treasurer

**TECH VALLEY REGIONAL HIGH SCHOOL
CHECKING ACCOUNT**

MONTH OF January 31, 2020

Cash Balance as of: December 31, 2019

General Fund - Key Bank	749,378.31
Special Aid Fund - Key	(21,167.15)
T&A Fund - Key	43.21
Capital Fund - Key	<u>130,641.99</u>

TOTAL BEGINNING CASH: \$ 858,896.36

RECEIPTS:

General Fund - Key	372,890.52
Special Aid Fund - Key	74,489.00
Trust & Agency Fund - Key	118,441.92
Capital Fund - Key	-
Interest on Investments & Savings	<u>127.76</u>

TOTAL RECEIPTS: 565,949.20

DISBURSEMENTS:

General Fund - Key	(114,956.94)
Special Aid Fund - Key	(63,467.48)
Trust & Agency Fund - Key	(112,760.26)
Capital Fund - Key	-

TOTAL DISBURSEMENTS: (291,184.68)

Cash Balance as of January 31, 2020

General Fund - Key	1,007,439.65
Special Aid Fund - Key	(10,145.63)
T&A Fund - Key	5,724.87
Capital Fund - Key	<u>130,641.99</u>

TOTAL ENDING CASH: \$ 1,133,660.88

BANK BALANCES

Balance per Key Bank Statement:	\$ 1,139,470.56
Less: Outstanding Checks- Key Checking	\$ (5,809.68)
	<u>(5,809.68)</u>
Add: Deposits in Transit	\$ -
	<u>-</u>
TOTAL	\$ <u>1,133,660.88</u>
	\$ -


Verified By Deputy Treasurer


Prepared By Treasurer

**TECH VALLEY REGIONAL HIGH SCHOOL
CHECKING ACCOUNT**

MONTH OF January 31, 2020

Cash Balance as of: December 31, 2019

Extra Classroom- Key Bank

9,477.45

TOTAL BEGINNING CASH:

\$ 9,477.45

RECEIPTS:

Extra Classroom- Key Bank

-

TOTAL RECEIPTS:

-

DISBURSEMENTS:

Extra Classroom- Key Bank

400.00

TOTAL DISBURSEMENTS:

400.00

Extra Classroom- Key Bank

9,077.45

TOTAL ENDING CASH:

\$ 9,077.45

BANK BALANCES

Balance per Key Bank Statement:

\$ 9,077.45

Less: Outstanding Checks- Key Checking


\$ -

Add: Deposits in Transit

\$ -

TOTAL

\$ 9,077.45


Verified by Deputy Treasurer


Prepared By Treasurer

audio video

AUDIO-VIDEO CORPORATION

Your Communication Solutions Partner
SINCE 1946**Audio-Video Corporation**

FED ID #14-1426006

213 Broadway

Albany, NY 12204

Phone: (518) 449-7213

Fax: (518) 449-1205

Billing Address

Tech Valley High School

Accounts Payable

246 Tricentennial Drive

Albany NY 12203

USA

Original

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Customer No.

c17653

Provisional No.

X-19473TR-B

Your Contact

31 Jon Higgins

Payment Terms

Pending Credit Approval

Delivery Address

James Niedermeier

Tech Valley High School

Receiving

246 Tricentennial Drive

Albany NY 12203

CLASSROOM SYSTEM UPGRADE

NERIC DL BID # RFB-15-028

NYS CONTRACTS:

CRESTRON PC67436

EPSON PC67547

Currency: \$

Description	Quantity	Contract Pricing	Price	Total
DM Lite – HD Scaling Auto-Switcher & HDMI® over CATx Extender 300 w/Wall Plate Transmitter White Item Code: HD-MD-300-C-E-W Manufacturer: Crestron	8	Crestron NYSC	1,050.00	8,400.00
Dual-Channel Modular Power Amplifier 100W/Ch. 4/8? Item Code: AMP-2100 Manufacturer: Crestron	8	Crestron NYSC	595.00	4,760.00
WePresent R9866210NA - WICS-2100 Item Code: AVSG_MISC_EQUIPMENT Manufacturer: AVC	8		540.00	4,320.00
3-Series® Media Presentation Controller 201 Black Item Code: MPC3-201-B Manufacturer: Crestron	8	Crestron NYSC	455.00	3,640.00

Audio-Video Corporation

FED ID #14-1426006
 213 Broadway
 Albany, NY 12204
 USA

Original

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Currency: \$

	Description	Quantity	Contract Pricing	Price	Total
005	Retrofit Mounting Bracket for MPC3-101 MPC3-102 and MPC3-201 Item Code: MPC3-101/102/201-RMB Manufacturer: Crestron	8	Crestron NYSC	35.00	280.00
006	PoE Injector Item Code: PWE-4803RU Manufacturer: Crestron	8	Crestron NYSC	70.00	560.00
007	Saros® Integrator 6.5" 2-Way In-Ceiling Speaker White Textured Single (sold in pairs) Item Code: SAROS ICI6T-W-T-EACH Manufacturer: Crestron	48	Crestron NYSC	105.00	5,040.00
008	AVSG Miscellaneous Cables Connectors and Hardware Item Code: AVSG_MISC_CABLES Manufacturer: AVC	1		1,875.00	1,875.00
009	x-19473TR AVSG Custom Programming Item Code: AVSG_PROGRAMMING Manufacturer: AVC	8.8	NERIC DL BID	125.00	1,100.00
010	x-19473TR AVSG Installation Setup and Training Item Code: AVSG_INSTALLATION Manufacturer: AVC	149	NERIC DL BID	125.00	18,625.00
011	AVC Customer Care Agreement Year 1 *Included* Item Code: AVSG_CCA_YEAR_1 Manufacturer: AVC	1	NERIC DL BID	0.00	
012	Subtotal				48,600.00
013	OPTION: FULL HD LASER PROJECTOR				

Audio-Video Corporation

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 213 Broadway
 Albany, NY 12204
 USA

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Currency: \$

	Description	Quantity	Contract Pricing	Price	Total
010	PowerLite 700U Ultra-Short Throw Laser Projector WUXGA 3LCD	8	Epson NYSC	1,929.38	15,435.04
	Item Code: V11H878520				
	Manufacturer: Epson				
014	OPTION: VIDEO CONFERENCING				
015	CSAV SYS CEILINGMIC 2 (W/O SPKR) WHT	8	NERIC DL BID	2,816.58	22,532.64
	Item Code: 999-99950-700W				
	Manufacturer: Vaddio				
017	*USB 3.0 Video Extender - Only needed if conferencing PC is more than 9 ft from camera				
018	USB 3.0 EXTENDER SYSTEM	8	NERIC DL BID	1,459.41	11,675.28
	N/A				
	Item Code: 999-1005-032				
	Manufacturer: Vaddio				
019	OPTION: 2nd YEAR CUSTOMER CARE				
020	AVC Customer Care Agreement Year 2	1	NERIC DL BID	3,750.00	3,750.00
	Item Code: AVSG_CCA_YEAR_2				
	Manufacturer: AVC				

Shipping Type: Deliver & Install

Quotation Subtotal: \$ 101,992.96

Total Before Tax: \$ 101,992.96

Total Tax Amount: \$ 0.00

Total Amount: \$ 101,992.96

Quotation Valid Until: 04/11/20

Subject to Shipping & Handling and Sales Tax if Applicable

Audio-Video Corporation

FED ID #14-1426006
 213 Broadway
 Albany, NY 12204
 USA

Original

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Document Date

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Currency: \$

EQUIPMENT WARRANTY:

All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Certified Full Service Facility. Extended (multi-year) Customer Care Service agreements available – please contact your Account Representative for more information.

ASBESTOS STATEMENT:

Current asbestos regulations require written verification that your environment is either asbestos free or abatement procedures will be completed prior to our on-site work.

NOTE:

Client to provide 120VAC power and IP Network connectivity at equipment locations where required.

NOTE:

This project is subject to payment of prevailing wage rates per Article 8, Section 220, of the NYS Labor Law.

PAYMENT TERMS REQUESTED:

- 25% Deposit with Hard Copy Purchase Order
- 65% to be Invoiced Upon Equipment Delivery, Net 20
- 10% to be Invoiced Upon Completion, Net 20

**THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
 SEE TERMS AND CONDITIONS OF SALE ATTACHED.**

Accepted By

P.O. No.

Signature

Date

Ship-to Address:
 (if different than above)

Credit Card Info:
 (if applicable)

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

1. **GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of AUDIO-VIDEO CORPORATION. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
2. **DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
3. **CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
4. **PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by AUDIO-VIDEO CORPORATION in the collection of past due amounts.
5. **SECURITY** - AUDIO-VIDEO CORPORATION shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with AUDIO-VIDEO CORPORATION for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to AUDIO-VIDEO CORPORATION because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
6. **PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
7. **ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any AUDIO-VIDEO CORPORATION representative consistent with good business practice.
8. **CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at AUDIO-VIDEO CORPORATION, Albany, N.Y. headquarters will constitute authorization to AUDIO-VIDEO CORPORATION to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at AUDIO-VIDEO CORPORATION, ALBANY, N.Y.
9. **CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
10. **RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
11. **BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
12. **WARRANTY** - Any product supplied or service performed by AUDIO-VIDEO CORPORATION is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by AUDIO-VIDEO CORPORATION, the liability of AUDIO-VIDEO CORPORATION shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
13. **CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
14. **DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
15. **CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.



CUSTOMER CARE*	YEAR 1	YEAR 2+
Unlimited telephone technical support to diagnose, troubleshoot and repair any system related abnormality	✓	✓
Same day telephone response time, guaranteed Monday through Friday 8:00AM to 5:00PM	✓	✓
AVC service center will open a job ticket and track all service issues until resolved	✓	✓
All standard shipping and freight charges included at no extra cost	✓	✓
Software updates and upgrades, as released by the manufacturer to resolve system failures. Some manufacturers may require yearly software subscriptions at additional cost	✓	✓
Minor programming changes to improve system functionality by client request	✓	✓
A trained and certified technician will provide on-site technical support and labor to repair and/or replace faulty equipment	✓	✓
Labor and travel expense to replace projector lamps (customer is responsible for the cost of the lamp)	✓	✓
Provide escalation management support and oversight to resolve critical issues with manufacturers	✓	✓
Annual business review to assess open cases, updates, future technology upgrades and on-going service management	✓	✓
One day system preventative maintenance visit (Customer is responsible to schedule visit at their convenience)		✓
System Failure caused by Acts of God, negligence or sabotage are not covered under this Customer Care Agreement		
*Equipment repair/replacement costs are subject to manufacturer warranties *Out of warranty repair estimates to be quoted on a time and material basis *Customer care can be further tailored for additional support based on client requirements		

TRANSEO

TRANSFORM YOUR FUTURE

Quote

Slate Solutions, Inc. DBA Transeo
954 S Madison
Hinsdale, IL 60521

Customer Contact & Quote Term

Account Name	TECH VALLEY HIGH SCHOOL	Contract Start	4/1/2020
Contact Name	Jim Niedermeier	Contract End	3/31/2023
Title	Principal and CAO	Annual Increase	0%
Phone	(518) 862-4960		
Email	jniedermeier@techvalleyhigh.org		

Product	Sales Price	Quantity	Total Price
Annual Transeo Jobs Subscription	\$1,500.00	1.00	\$1,500.00
Annual Transeo Serve Subscription	\$1,000.00	1.00	\$1,000.00
Guided Online Implementation (Jobs)	\$1,500.00	1.00	\$1,500.00
Guided Online Implementation (Serve)	\$1,000.00	1.00	\$0.00

Totals

Subtotal	\$5,000.00
Discount	20.00%
Grand Total	\$4,000.00

Payment Terms

1. Payment of all first year costs are due within 30 days of the contract start date.
2. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms and conditions reflected in this quote and this quote is subject to the terms and conditions as detailed at:
<https://gotranseo.com/terms-and-conditions>

Signatures

Customer:

Slate Solutions, Inc. DBA Transeo:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**NewTech Network**

March 16, 2020

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 2020-22 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. The duration of this continuation agreement extends from July 1, 2020 through June 30, 2022.

New Tech Network is continually seeking to improve our network of innovative schools. As a result of this and other improvements, from time to time, NTN will update and revise the policies that apply to participation in the New Tech Network. NTN's most recently updated policies have been incorporated as part of this letter are set out in the Continuation Terms and Conditions.

If you agree with the terms of this Letter, the Continuation Services schedule, the Fee schedule, and the Terms and Conditions are acceptable, please sign a copy (Exhibit B) and return it to our central office address on or before May 15, 2020.

Sincerely,

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

Tim Presiado
Chief Operating Officer



Continuation Services Exhibit A

Echo Student Licenses

Echo™, NTN's Learning Management System, is an innovative online learning platform that enables School staff, students and parents to effectively manage the Project-Based Learning (PBL) environment.

Components of NTN Echo include unique instruction and assessment tools designed specifically for the PBL environment; course agendas and calendars, group interaction tools; resource sharing and other "education friendly" social functionality; and reporting tools. NTN Echo integrates with Google Apps at the discretion of the School at no additional cost. Echo can be configured for beginner or advanced users and can be used as a common gateway to external content vendors to reduce cost.

SY2020-21

150 students

SY2021-22

160 students

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

Echo Staff Licenses w/Content and Community Access

Through Echo™, teachers can get access to the content and community of New Tech Network.

- **Content** - Access to 100s of vetted PBL unit exemplars, PBL course starter sets, and 1000s of informally shared units developed by teachers that can easily be downloaded to courses. The New Tech Network curriculum library holds complete units with entry events, scaffolding activities, benchmark tasks, final products and assessment rubrics included.
- **Personalized Professional Development** - Access to self-paced professional development courses, facilitated virtual personalized professional development opportunities, teacher badging, and the NTN Help & Learning Center containing exemplar rubrics, sample school schedules, student orientation activities and more.
- **Community** - Access to a network of 1000s of teachers and school staff that are implementing PBL and deeper learning across all grade levels and subject areas. Ability to participate in New Tech Network's structured and unstructured groups for collaboration, innovation and addressing shared challenges.

SY2020-21

16 teachers

SY2021-22

16 teachers

District may purchase additional teacher Echo access for a fee determined by New Tech Network.

NTN Events

- 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.

SY2020-22 Events

of Participants

New Tech Annual Conference (NTAC):

The Network's marquee professional learning event includes a range of innovative sessions and provides principals, teachers, and staff an opportunity to continually sharpen skills, share best practices, and network with like-minded professionals from around the country. Provides registration, select meals, all general conference sessions, access to specialized tracks, and access to all materials and resources.

SY2020-21:

Network Member Rate

SY2021-22:

Network Member Rate



Continuation Services

Exhibit A

Leadership Summit:

This event convenes school and district leaders from across our network for a summit to engage in new learning together. The event focus is informed by the needs of our leaders and offers a variety of breakout sessions including: Echo basic and advanced practices, community and school-based excursions, critical friendship feedback circles around authentic problems of practice, and interactive roundtables featuring best practices from around the network. Provides registration, select meals, and access to all materials and resources.

SY2020-21:

Network Member Rate

SY2021-22:

Network Member Rate

NTN Data Services

NTN data services to School and District includes:

- New Tech Network provides optional surveys for students and educators about their perception of school culture and/or climate. The survey suite includes up to 5 different survey options and serves as a formative assessment measure for our Network schools.
- New Tech Network provides access to information on college enrollment and persistence through the National Student Clearinghouse, or similar, for high schools who have graduated a New Tech Network freshman class. This enables schools and districts to examine postsecondary outcomes for their students and compare to national averages.
- New Tech Network will communicate other opportunities to schools that arise and are deemed an appropriate fit including case studies, external research activities, pilot programs, and external assessments.
- New Tech Network will provide information on the size, demographics, and health of the network.

District agrees to cause School to:

- Provide high school graduation rate, student enrollment counts, teacher counts, and school level demographic data percentages when requested by NTN.
- 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 to National Student Clearinghouse.

NTN Certifications

Developmental Pathways for Teachers and Schools:

- Opportunity for staff members to be designated as New Tech Network Certified Trainers. NTN will develop teacher leaders to build onsite PBL training capacity and ensure long-term school and network health, sustainability, and adaptability.
- Opportunity for School to be certified as a New Tech Network Spotlight Schools. NTN Spotlight Schools are held to high standards for school success and provide schools national recognition for the quality of their New Tech implementation. 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.



Continuation Fees

Exhibit B

Service Phase	Fee Amount	NTN Invoice Date
SY2020-21 Services	\$8,200	July 1, 2020
SY2021-22 Services	\$8,320	July 1, 2021
Total NTN Fees *	\$16,520	

*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.

Biannual or quarterly invoices are available; to request contact accounting@newtechnetwork.org.

Understood and Accepted:

Capital Region BOCES & Questar III BOCES, New York Board of Cooperative Education Services ("District")

By: _____
John Phelan, President, TVHS Operating Board

Date: _____

By: _____
Anita Murphy, Superintendent, Capital Region BOCES

Date: _____

By: _____
Gladys Cruz, Superintendent, Questar III BOCES

Date: _____



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 March 16, 2020, 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.



NewTech Network

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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.



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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.



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(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.



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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.



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(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.



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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 12202

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



Continuation Terms and Conditions

term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by 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.



2020-2021 Calendar

2020

July 3, Fourth of July (Observed)
 July 6-10 Summer Staff Work Days
 Aug. 24-Sept. 4 Staff Summer Work Days
 September 7 Labor Day
 September 8 First Day for Freshmen
 September 9 First Day for All
 October 12 Columbus Day
 November 3 Distance Learning Day
 November 11 Veterans Day
 November 13 End of Marking Period 1
 November 18 SLT 1 Conference Day
 November 25-27 Thanksgiving Recess
 December 24 Holiday Recess Begins
 December 25 Christmas Day

2021

January 4 Classes Resume
 January 18 Martin Luther King Jr. Day
 January 26-29 Regents Testing
 January 29 End of Marking Period 2
 February 1-12 I-Term
 February 15 Presidents Day
 February 15-19 Winter Break
 March 5 SLT 2 Conference Day
 Distance Learning Day
 April 2-9 Spring Break
 April 16 End of Marking Period 3
 May 19 TVHS Expo
 May 31 Memorial Day
 June 4 Awards Ceremony
 June 14-15 Reading Days
 June 16-24 Regents Testing
 June 24 Graduation
 June 25 End of Marking Period 4

INSTRUCTIONAL DAYS:

September 17	February 15
October 21	March 23
November 16	April 16
December 17	May 20
January 19	June 18

TOTAL 182

Staff Development 16

TOTAL 198

KEY:

- Offices Closed/Classes Not in Session
- Orientation Day/Staff Development
- Classes Not in Session
- Regents Testing Days
- No TVHS Transportation

JULY 2020						
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 2020						
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 2020						
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			

OCTOBER 2020						
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

NOVEMBER 2020						
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					

DECEMBER 2020						
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		

JANUARY 2021						
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						

FEBRUARY 2021						
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						

MARCH 2021						
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			

APRIL 2021						
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	

MAY 2021						
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 2021						
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 2020-2021 Budget Development

	Actual 2018-2019	Projected as of 12/31/19 2019-2020	Proposed Budget 2020-2021
REVENUES:			
CURRENT REVENUES:			
Tuition Q*III & Cap Region	\$ 1,725,000	\$ 1,785,000	\$ 1,855,000
Tuition Other BOCES & Non-Component	14,438	30,030	31,082
Misc Billings	51,975	40,000	25,000
Legislative Grant	460,666	460,666	460,666
Special Education Billing	228,727	231,800	232,000
Refund of Prior Years Expense	3,927	3,500	-
Revenue for Carry Over Encumbrances	47,048	1,884	-
TVHS Foundation	21,950	16,050	15,000
Interest Income	1,327	500	1,000
TOTAL PROPOSED REVENUES	\$ 2,555,058	\$ 2,569,430	\$ 2,619,748
EXPENSES:			
ADMINISTRATIVE			
Personnel			
Administrative Salaries	\$ 121,513	\$ 122,604	\$ 126,283
Support & Clerical Salaries	74,459	53,280	52,040
Fringe Benefits	89,152	83,986	87,570
Administrative Subtotal	285,124	259,870	265,893
Equipment			
Equipment	30,673	19,023	20,000
Equipment Subtotal	30,673	19,023	20,000
Materials & Supplies			
General Supplies	11,641	12,861	15,000
Periodicals	-	1,000	1,000
Assets under \$500	-	1,000	1,000
Meeting Expenses/Food & Grocery	910	800	1,000
Subscriptions	333	15,000	350
Computer Software (Software Licenses)	8,335	5,500	4,500
Materials & Supplies Subtotal	21,219	36,161	22,850
Contractual			
Telephone	6,073	6,205	6,238
Insurance	42,621	46,350	45,466
Equipment & Rentals (including Xerox Machine)	4,216	8,500	8,500
Postage	1,282	1,500	1,500
Travel In District	1,531	6,000	3,000
Conference & Other Travel	5,799	8,000	8,000
Association Dues & Membership	10,507	13,000	13,000
Printing & Copying (Recruitment)	1,325	3,500	3,500
Fieldtrips	1,901	-	2,000
Workshop Related Costs	6,059	-	250
External Auditor	8,900	9,500	9,500
Consultants	-	1,500	-
Misc	26,160	29,999	30,000
Contractual Subtotal	116,374	134,054	130,954

TVHS 2020-2021 Budget Development

	Actual 2018-2019	Projected as of 12/31/19 2019-2020	Proposed Budget 2020-2021
Occupancy			
Telecommunications & Data Delivery	7,293	8,501	8,755
Lease costs	78,992	83,000	85,000
Occupancy Subtotal	86,285	91,501	93,755
School Districts & Other BOCES			
BOCES/Sch Dst - Other Srv	35,974	65,699	35,500
School Districts & Other BOCES Subtotal	35,974	65,699	35,500
TOTAL ADMINISTRATIVE	\$ 575,649	\$ 606,308	\$ 568,952
INSTRUCTIONAL			
Personnel			
Instructional Salaries	\$ 1,183,832	\$ 1,050,622	\$ 1,028,611
Instructional Support Salaries	-	185,399	214,183
Non-Instructional Support Salaries	41,046	45,000	43,757
Substitute Teacher Salaries	2,800	2,500	5,000
Fringe Benefits	471,065	519,868	575,573
Personnel Subtotal	1,698,743	1,803,389	1,867,124
Equipment			
Equipment	46,429	55,000	60,000
Equipment Subtotal	46,429	55,000	60,000
Materials & Supplies			
Supplies	19,519	18,000	23,000
Textbooks	13,092	15,000	16,500
Assets under \$500	-	1,000	1,000
Software Licenses	-	5,525	9,000
Materials & Supplies Subtotal	32,611	39,525	49,500
Contractual			
Postage	-	1,000	1,000
Staff Development & Conferences/Travel	200	6,000	7,500
Admissions/Field visits	1,890	3,200	3,200
Transportation	-	16,000	15,000
Physical Education-Related Expenditures	31,646	-	2,000
Funding Initiatives	17,292	17,292	17,292
Misc	11,521	5,000	5,000
Contractual Subtotal	62,549	48,492	50,992
School Districts & Other BOCES			
BOCES/Sch Dst - Other Srv	-	13,866	23,180
School Districts & Other BOCES Subtotal	-	13,866	23,180
TOTAL INSTRUCTIONAL	\$ 1,840,332	\$ 1,960,272	\$ 2,050,796
TOTAL PROGRAM COSTS	\$ 2,415,981	\$ 2,566,579	\$ 2,619,748
ENROLLMENT	130	140	142
COST PER STUDENT	\$ 19,738	\$ 18,333	\$ 18,449

TVHS 2020-2021 Budget Development

	Actual	Projected as of	Proposed
	2018-2019	12/31/19 2019-2020	Budget 2020-2021
SURPLUS OR (DEFICIT)	\$ 139,077	\$ 2,851	\$ -

[illegible]

EMPLOYEE	GROSS	F.T.E.	Prorated	Social Security	TRS	ERS	HEALTH INSURANCE					DENTAL	UI	0.20%	DISB LTD & STD	INS Buyout	TOTAL
							SINGLE	2 PERSON	FAMILY	DENTAL							
Certified Staff																	
Bette, Andrew (Physical Ed & Health)	\$ 54,636.35	1	\$ 54,637.00	\$ 4,178.73	\$5,600.29	15.00%	\$ 10,923.34	\$ 29,385.79	\$ 30,002.27	\$ 480.00	0.20%	\$ 7.75	\$ 1,250.00				
Esfor, Catherine (ELA)	\$ 51,500.00	1	\$ 51,500.00	\$3,939.75	\$5,278.75		\$9,284.84			\$480.00				\$396.25		\$74,700.31	
Ezzo, Jennifer (Social Studies)	\$ 54,636.35	1	\$ 54,637.00	\$ 4,179.73	\$5,600.29		\$9,284.84			\$480.00				\$409.78		\$70,972.59	
Hamid, Danielle	\$ 58,831.55	1	\$ 58,832.00	\$ 4,500.65	\$6,030.28					\$480.00				\$441.24		\$90,918.00	
Howar, Jennifer (English)	\$ 87,789.32	1	\$ 87,800.00	\$6,716.70	\$8,936.50					\$480.00				\$658.50		\$130,335.23	
Hsia, Tien-Hui Sophia (Chinese)	\$ 68,965.78	1	\$ 68,965.00	\$5,278.12	\$7,071.99			\$24,131.32		\$480.00				\$517.46		\$106,611.98	
Irwin, Jason (Math Instr)	\$ 73,986.19	1	\$ 73,997.00	\$5,660.77	\$7,884.69		\$9,284.84			\$480.00				\$554.98		\$97,710.27	
Kerr, Jean, (Special Ed)	\$ 62,248.31	0.6	\$ 37,349.00	\$2,857.20	\$3,828.27			\$141.12		\$259.21				\$280.12		\$65,639.28	
Morill, Tom (Social Studies)	\$ 70,560.66	1	\$ 70,561.00	\$5,397.92	\$7,232.50			\$7,232.50		\$480.00				\$7,232.50		\$85,111.75	
Multhead, Jennifer (Art)	\$ 54,636.35	1	\$ 54,637.00	\$ 4,179.73	\$5,600.29		\$9,284.84			\$480.00				\$409.78		\$66,186.07	
Overcon, Jessica (Special Ed)	\$ 58,831.33	1	\$ 58,832.00	\$ 4,500.65	\$6,030.28					\$480.00				\$441.24		\$78,686.67	
Pandya-Vaughn, Varada (Math)	\$ 86,980.59	1	\$ 86,981.00	\$6,807.81	\$8,124.58					\$480.00				\$687.43		\$105,765.80	
Phillips, Ashley (Science)	\$ 50,923.20	1	\$ 50,924.00	\$3,865.69	\$5,219.71			\$24,131.32		\$480.00				\$381.93		\$85,134.50	
Rozmiski, Brian (Tech)	\$ 51,500.00	1	\$ 51,500.00	\$3,939.75	\$5,278.75					\$480.00				\$386.25		\$87,189.08	
Sweeney, Michelle (Math & Science)	\$ 91,421.91	1	\$ 91,422.00	\$6,983.78	\$9,370.76			\$24,131.32		\$480.00				\$685.67		\$134,659.98	
Weldon, Diana (Science)	\$ 73,986.19	1	\$ 73,987.00	\$5,660.77	\$7,584.69			\$24,131.32		\$480.00				\$534.98		\$112,556.78	
		15.6	\$1,028,611.00	\$78,698.74	\$105,432.63	\$0.00	\$37,139.36	\$72,393.96	\$127,509.65	\$5,760.00	\$2,057.22	\$7,714.58	\$3,750.00			\$1,469,057.14	
Support Staff																	
Bozvel, Beki (TA)	\$ 25,750.00	0.6	\$15,450.00	\$1,181.93	\$1,583.63		\$5,570.90			\$288.00				\$30.90		\$24,221.23	
Fries, Sarah (Outreach Coordinator)	\$ 61,589.39	1	\$81,600.00	\$6,242.49	\$8,364.00					\$460.00				\$152.88		\$122,963.53	
Hale, Bradford (Math/School Aide)	\$ 23,874.21	1	\$23,875.00	\$1,826.44	\$2,447.19		\$9,284.84			\$480.00				\$47.75		\$38,140.28	
Lee, Laura (Guidance)	\$ 67,958.24	0.6	\$35,999.00	\$4,453.96	\$6,940.80					\$480.00				\$254.69		\$94,066.20	
O'Leary, Scott (School Social Worker)	\$ 88,831.54	0.6	\$37,269.00	\$2,700.37	\$3,618.15					\$288.00				\$70.60		\$97,542.02	
Whelan, Kimberly (Nurse)	\$ 43,756.96	1	\$43,757.00	\$3,347.41	\$4,583.55			\$8,583.55		\$480.00				\$87.51		\$55,333.55	
		5.2	\$267,940.00	\$19,732.41	\$21,953.76		\$14,855.74	\$0.00	\$66,306.02	\$2,016.00	\$513.88	\$1,934.55	\$1,250.00			\$393,066.81	
TOTAL		20.8	\$1,286,551.00	\$98,431.15	\$127,386.39	\$6,583.55	\$15,995.10	\$72,393.96	\$183,814								

Tech Valley High School

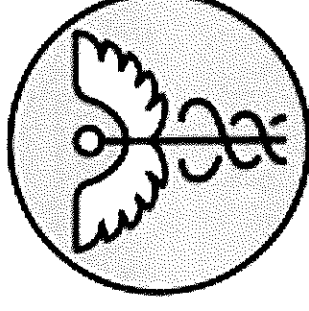
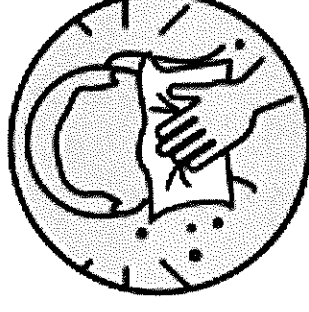
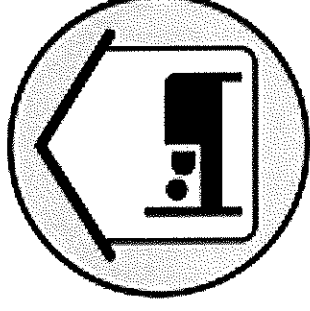
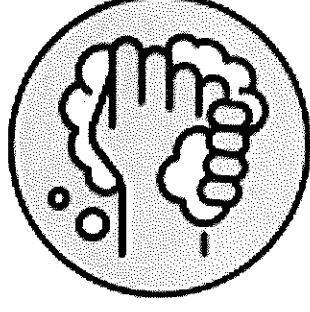
Principal's Report
Operating Board
March 26, 2020

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.



COVID-19 Impacts

- Plan for distance learning
- Communication with SUNY
- FIRST Robotics Competition Cancelled
- School Play Cancelled
- NYC Trip Cancelled
- 2021 China Trip Planning On Hold



Incoming 9th Graders

Total anticipated 9th grade enrollment 20-21

BOCES	#Schools	#Students
CR	8	14
Q3	13	25
Non	2	3
Total	23	42

Anticipated New Upperclassmen: 3

Total anticipated enrollment 20-21

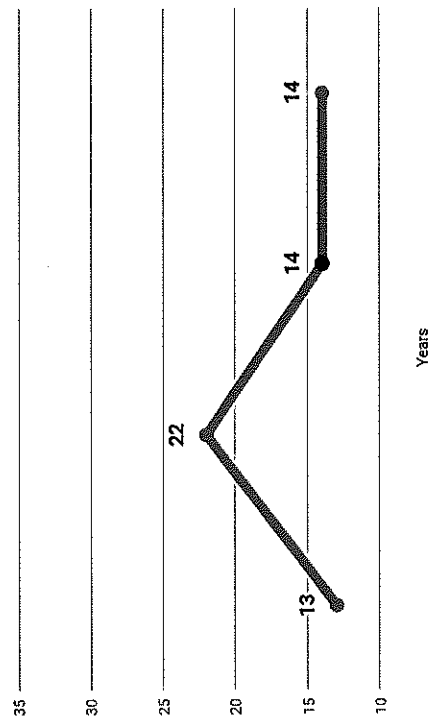
Grades	Enrollment
9	42
10	40
11	41
12	26
Total	149



Capital Region BOCES Components

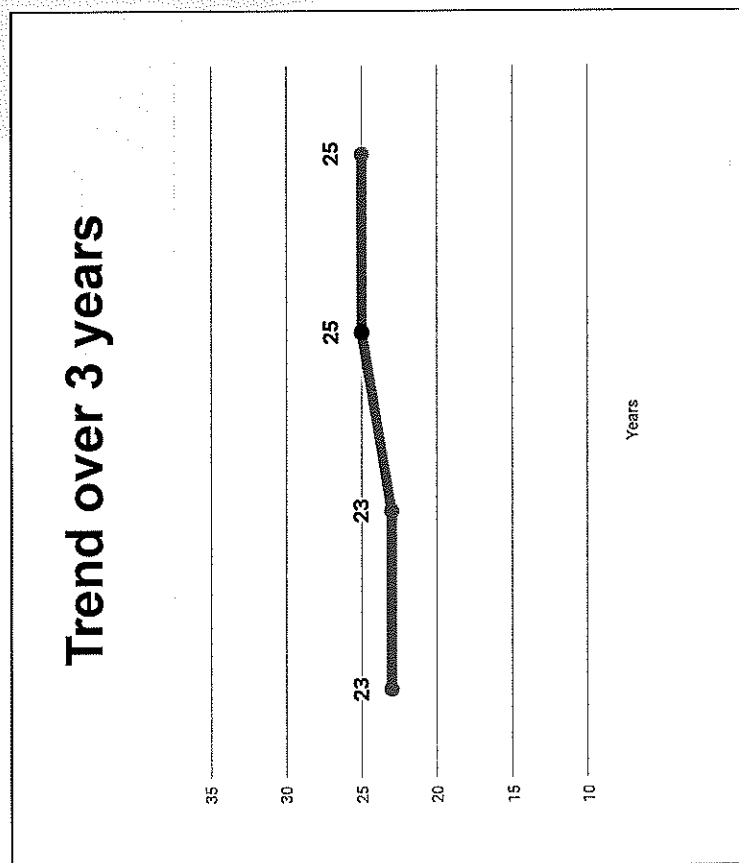
School District	BOCES	Students
Berne Knox Westerlo	CR	1
Guilderland	CR	1
Middleburgh	CR	1
Mohonasen	CR	1
Niskayuna	CR	5
Ravena Coeymans Selkirk	CR	2
Schenectady	CR	2
Shenendehowa	CR	1

Trend over 3 years



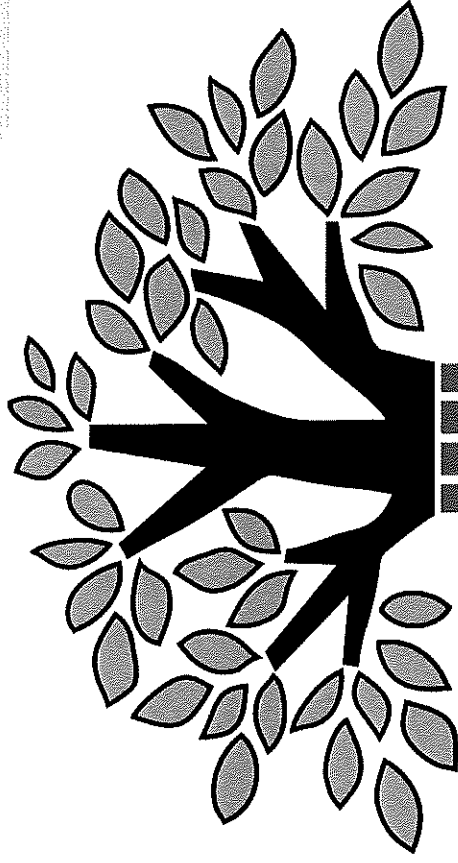
Questar III BOCES Components

School District	BOCES	Students
Averill Park	Q3	2
Cairo-Durham	Q3	2
Coxsackie Athens	Q3	3
East Greenbush	Q3	2
Germantown	Q3	1
Greenville Central	Q3	3
Hudson City School District	Q3	2
Ichabod Crane	Q3	1
Rensselaer	Q3	1
Schodack	Q3	2
Taconic Hills	Q3	1
Troy City School	Q3	1
Wynantskill	Q3	4



Non-Component

School District	BOCES	Students
Albany	Non	2
Hoosick Falls	Non	1

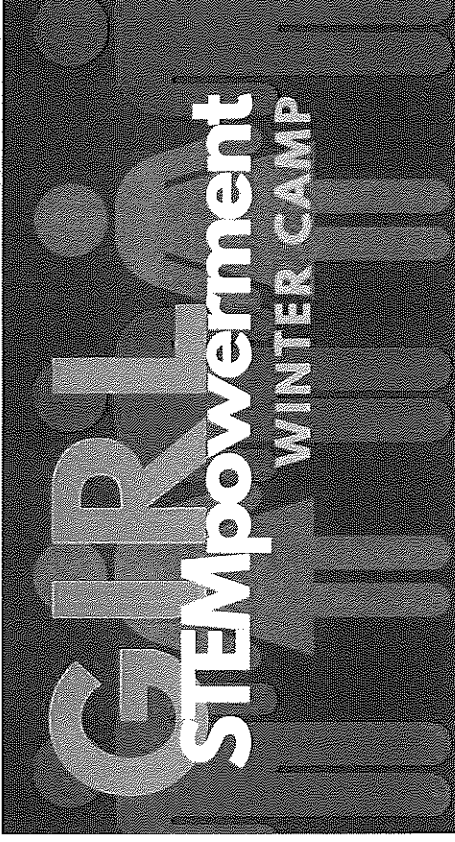


We choose
Albany Public Schools

TechValley
HIGH SCHOOL

2020-2021 Budget

	2018-2019	2019-2020	2020-2021
Total Program Costs	\$2,379,628	\$2,544,696	2,614,768
Program cost increase over previous budget	0.68%	6.94%	2.75%
<ul style="list-style-type: none"> • Revenue • (Based on projected 140 enrollment) 	\$2,379,628	\$2,544,696	\$2,619,748
Revenue increase over previous budget	12.00%	6.94%	2.95%



20 girls attended; TVHS students volunteers

- Emi Olsson - IBM [Training AI]
- Sweta Pendayala - SUNY Poly Engineer [Inclusive Design Modeling]
- Kayla Miller - STEM educator & athlete [gender and sports]
- Joanne Duncan & Lynn Momrow-Zielinski - Extreme Molding [design & entrepreneurship for women]
- Susan Collins & Lauren - CHA Bridge Inspectors [PPE & female advantage]

TechValley
HIGH SCHOOL