

**Economic Growth & Development**  
**Department of Workforce Development**

**AGENDA**

**August 20, 2025**

**Etu, Strough, Bean, Wild, Turner, Crocitto and Diamond**

- I. Committee meeting called to order by Chairman**
- II. Motion to approve minutes of prior Committee meeting**
- III. Privilege of the Floor and Public**
- IV. Action Agenda/New Business:**
  - A. Resolution request to renew agreement with Big Brothers Big Sisters of the Southern Adirondacks.  
Rationale: The agreement helps cover the costs of their staff time and work on the Career Mentoring Program for local youth.
  - B. Resolution request to transfer funds  
Rationale: Adjustments reflect fiscal year transition and balancing New World allocations while preparing for budget cuts
  - C. Resolution request to review the Saratoga-Warren-Washington Workforce Development Board budget  
Rationale: The multi-jurisdictional agreement requires annual review and approval of the workforce board budget from each county's respective Board of Supervisors per the Workforce Innovation and Opportunity Act (WIOA).
  - D. Resolution request to for new agreement with Nazareth University for internships  
Rationale: Ascend Mental Health added more internship opportunities in their organization and Workforce Development is assisting with one of them, a student who attends Nazareth and the university requires an affiliation agreement.
- V. Referral/Pending Items**
- VI. Information for Discussion/Review**
  - A. General workforce updates
    - a. Unemployment rate and industry trends
    - b. Funding updates
    - c. SYEP wrap up
    - d. Annual hospitality workforce celebration

e. Upcoming fall job fairs

**VII. Privilege of the Floor and Public**

**VIII. Motion to Adjourn**

---

**Attachments:**

Resolution request for new agreement with BBBS

Draft Agreement with BBBS

Itemized budget for agreement with BBBS

Resolution request to transfer funds

Memorandum to County Administrators & Chief Elected Officials of Saratoga, Warren, Washington

SWW Multijurisdictional Agreement

Saratoga County Resolution 82 of 2024

SWW Workforce Board Budget

Workforce Development Board Meeting Minutes

Saratoga County Press Release dated July 10, 2024

Saratoga County Resolution 189 of 2024

Resolution request for new agreement with Nazareth University

Affiliation agreement draft with Nazareth University

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: Workforce Development

DATE: 8/20/2025

- (a) Is this a Result of a Bid or Request for Proposal?  
**No**
- (b) Purpose of Contract:  
**Maintain youth employment mentoring program and support the costs of BBBS staff work in the program.**
- (c) Name of Contractor:  
**Big Brothers Big Sisters of the Southern Adirondacks**
- (d) Address of Contractor: **101 Ridge St, Suite 5 Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:  
**Bill Moon, Executive Director (518) 798-1010**
- (f) Has or will the Contract be provided, if so, please attach:  
**Yes**
- (g) Commencement Date of Contract:  
**September 1, 2025**
- (h) Termination Date of Contract:  
**February 28, 2026**
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount  
iii) total amount not to exceed **\$10,000**  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount:  
**40.6293 0358 0310 470**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

**Memorandum of Understanding for Career Mentoring Program**

**THIS AGREEMENT is effective as of the date of the last signatory hereto, by and between Big Brothers Big Sisters of the Southern Adirondacks, located at 101 Ridge street Suite 5 in Glens Falls and the Warren County Workforce Development located at 333 Glen Street, Suite 300, Glens Falls, NY 12801.**

- I. **Big Brothers Big Sisters of the Southern Adirondacks agrees to:**
- **Assist with recruiting youth participants and assessing candidates for program**
  - **Co-facilitate the interviews of youth and employers**
  - **Manage the background check process for the worksite mentors**
  - **Create promotional flyer to be distributed along with Big Futures promotion**
  - **Secure wrap-up celebration location**
  - **Collaborate, problem solve, and evaluate successes and challenges in partnership with Workforce Development staff**
  - **Communicate any and all physical health, mental health, or safety concerns, where confidentiality allows, in order to prevent incidents and escalating situations**

- II. **Warren County Workforce Development agrees to:**
- **Lead the effort in recruiting appropriate employers**
  - **Assist with recruiting youth participants and assessing candidates for program**
  - **Co-facilitate the interviews of youth and employers**
  - **Submit youth timesheets to Warren County to process stipend payments**
  - **Conduct program orientation to outline employer expectations**
  - **Create certificates for youth who successfully complete program**
  - **Collaborate, problem solve, and evaluate successes and challenges in partnership with Workforce Development staff**
  - **Communicate any and all physical health, mental health, or safety concerns, where confidentiality allows, in order to prevent incidents and escalating situations**

III. **COSTS, SERVICE TERM, AND PAYMENT**

- a. **Cost: The service described above is at a total cost of \$10,000**
- b. **Service Term: The service term is 6 months: September 1, 2025 to February 28, 2026.**
- c. **Payment Terms: Warren County Workforce Development will pay the contract annually.**

IV. AMENDMENTS

- a. Either party upon mutual agreement may modify this Agreement. No modification of this Agreement will be effective unless it is in writing, signed and dated by both parties.

The undersigned parties agree to work together in the manner described.

IN WITNESS WHEREOF, the parties have executed this agreement on the date below.

Donald W. Moon                      8/13/25  
Signature                                      Date

Donald "Bill" Moon - CEO  
Name/Title

\_\_\_\_\_  
Signature                                      Date

\_\_\_\_\_  
Name/Title



**Itemized Budget for Warren County and Big Brothers Big Sisters Employment Mentoring program:**

**BBBS 2025 - 2026 Program Expense:**

<i>Facilities fees (phone, office space, printing, technology etc.)</i>	\$684.38
<i>Mileage:</i>	\$100
<i>Insurance:</i>	\$750
<i>Staffing (Recruitment, vetting, enrollment, training, and Match support and reporting) 225 hours x \$35 Program Staff hourly</i>	\$7,875
<i>Staff FICA</i>	\$590.62
<b>TOTAL COST:</b>	<b>\$10,000</b>

**Itemized Budget for Warren County's direct expenses not included (County staffing, and student stipends)**

# RESOLUTION REQUEST FORM NO. 10

## Request for Transfer of Funds

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Workforce Development

SIGNED:

DATE: 8/20/2025

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
40.6293.0305 220	Office Equipment	40.6293.0305 110	Salaries- Regular	6,000
40.6293.0305 260	Other Equipment	40.6293.0305 110	Salaries- Regular	5,000
40.6293.0305 433	Training - Client	40.6293.0305 110	Salaries- Regular	20,000
40.6293.0300 220	Office Equipment	40.6293.0300 470	Contract	7,000
40.6293.0310 130	Salaries - Part Time	40.6293.0310 470	Contract	19,467
40.6293.0310 130	Salaries - Part Time	40.6293.0310 434	Allowances	10,000
40.6293.0313 810	Retirement	40.6293.0313 110	Salaries- Regular	28,000
40.6293.0313 220	Office Equipment	40.6293.0313 411	Rent- Bldg/Property	4,000

**Please state reason for transfers requested:**

Adjustments to reflect transitional fiscal year updates and balancing New World allocations.

### CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

**Please state reason for transfer request:**

**Please file original request with Clerk of the Board and retain copy for your records.**

# ***RESOLUTION REQUEST FORM NO. 20***

## ***MISCELLANEOUS***

***\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.***

**DEPARTMENT NAME: Workforce Development**

**DATE: August 20, 2025**

(a) Purpose of Request:

**Requesting a review and vote on the proposed Workforce Development Board budget for Program Year 2025. The Multi-Jurisdictional Agreement between Saratoga, Warren, and Washington Counties with the local Workforce Development Board requires that each County approves the WDB budget on an annual basis.**

(b) Details:

**The total proposed Workforce Board Budget for Program Year 2025 is \$327,040 and each County's Career Center budget helps cover the cost of the board operations.**

(c) Previous Resolution Number:

(d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

**Funds (\$66,817) were already taken out of the Warren County WIOA allocation by the Fiscal Manager for the Local Workforce Area.**

**Sample: A.8021 470 Planning & Community Development – Contract**

\* as listed in budget and LOGOS



# Workforce Development Board

SARATOGA | WARREN | WASHINGTON

[SWWorkforce.org](http://SWWorkforce.org)

## MEMORANDUM

Date: August 5, 2025

To: County Administrators and Chief Elected Officials of Saratoga, Warren & Saratoga Counties

From: Gretchen Steffan, Executive Director

Re: Program Year 2025 (PY25)  
Saratoga-Warren-Washington Workforce Development Board Budget

---

As prescribed in the attached **Multi-Jurisdictional Chief Elected Officials Agreement** for the Saratoga-Warren-Washington (SWW) Local Workforce Development Area, Part 4, Item 2, Bullet 4: The Chief Elected Officials shall:

*“Review and approve the budget of the local board, as required by WIOA (Workforce Innovation and Opportunity Act) § 107(d)(12)(A).”*

Also attached is the SWW Workforce Development Board’s (WDB) approved budget, our July 30<sup>th</sup> meeting minutes, along with some supplemental materials for your information (*15 pages total, which includes this memorandum*). Our fiscal year (PY25) begins on July 1, 2025, and ends on June 30, 2026.

Please reach out with any questions.

Thank you!



**OFFICE OF THE  
COUNTY ATTORNEY**

**GEORGE P. CONWAY, ESQ., COUNTY ATTORNEY**

518.884.4770

SARATOGACOUNTYNY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

**First Assistant Attorney**  
Ann Flower E. Stitt, Esq.  
**Assistant Attorneys**  
Petra Holden, Esq.  
Laura M. Kruegler, Esq.

**SERVICE BY EMAIL NOT ACCEPTED**

**MEMORANDUM**

**DATE:** June 3, 2024

**TO:** Jenniffer McCloskey  
Workforce Development

**FROM:** George Conway  
Saratoga County Attorney's Office

**SUBJECT:** Vendor Name : **Saratoga Warren Washington LWDA**  
Vendor Address : N/A  
Vendor I.D. # : N/A  
Contract Amount : N/A Per Res: 82-2024  
Contract Period : N/A  
Purpose of Agreement : Multi Jurisdictional Agreement

Attached, please find one fully executed copy of the above referenced contract, which had been executed by the Chairman of the Board of Supervisors on May 28, 2024.

Please send this contract to the above-named vendor.

cc: Clerk, Board of Supervisors, w/enclosure  
County Auditor, without enclosure  
County Administrator without enclosure

**Multi-Jurisdictional Chief Elected Officials (CEO) Agreement  
for  
Saratoga-Warren-Washington Local Workforce Development Area (LWDA)**

---

The Chairs of the Boards of Supervisors of Saratoga County, Warren County and Washington County, Executive of acting on their authority as the Chief Elected Officials (CEOs), enter into this agreement in accordance with the Workforce Innovation and Opportunity Act (WIOA) § 107 [c] [1] [B]. These 3 Board Chairs are CEOs, as defined in WIOA § 3 [9], and enter into this agreement to organize and implement activities pursuant to WIOA and as proposed by the Governor of the State of New York for the purpose of administering WIOA in the above-named counties herein referred to as the Local Workforce Development Area (LWDA).

**Part 1 – Designation of the Chief Elected Officials (CEOs)**

1. For purposes of administering WIOA and for entering into and implementing agreements in accordance with that Act, the CEOs shall be designated from the respective counties as follows: The Chairs of the Board of Supervisors representing each of the following counties: Saratoga County NY, Warren County NY and Washington County NY.
2. Non-concurrence between the Counties shall be resolved as expeditiously as possible. Representatives of the two Counties shall meet and confer with one another to resolve issues of non-concurrence. If concurrence cannot be reached within a reasonable amount of time, steps shall be taken towards resolution through the State.

**Part 2 – Designation of Grant Recipient and Local Governmental Grant Subrecipient/Incorporated Fiscal Agent**

1. The Chief Elected Officials recognize they are jointly responsible for WIOA funds and agree to the appointment of Saratoga County as the Grant recipient/fiscal agent who bears the fiduciary responsibility for these funds with the New York State Department of Labor. In addition, pursuant to section 107(d)(12)(B)(III) of WIOA, the Chief Elected Officials further designate Warren County and Washington County as local grant subrecipients to assist in the administration of grant funds in their respective geographic areas.
2. The local grant subrecipient/fiscal agent shall disburse such funds for grant activities at the direction of the local Workforce Development Board (WDB) as authorized and allowed through WIOA.
3. The parties to this agreement certify that each county accepts individual financial and programmatic responsibility for any audit claims arising from their program operations.
4. The Chief Elected Officials agree that the designated local governmental grant subrecipient/fiscal agent has reliable internal controls for financial management and disbursement of funds.
5. The name of the area is the “Saratoga-Warren-Washington Workforce Local Workforce Development Area” (LWDA).
6. The Grant Recipient/Fiscal Agent is responsible for the receipt and dispersal of funds to the counties serving as subrecipients in accordance with limits set forth in the local allocation sheets issued by the Grant Recipient/Fiscal Agent as agreed to by the three counties and in a similar manner to the procedures used in the former Workforce Investment Act (WIA) program. Such funds may be adjusted by amounts as needed in consideration of the Chief Elected Official approved Workforce Development Board (WDB) budget, funds dispersed as directed by the WDB, or funds otherwise used jointly by the counties for WIOA program activities. To ensure maximum utilization and efficient use of resources, funds may be transferred between counties based upon agreement by the county designated WIOA Title I program Directors as needed, per the above referenced allocation sheets

### **Part 3 – Composition of and Designation of a LWDB**

1. The Chief Elected Officials, as set forth in Part 1.1 above, will establish and appoint a Local Workforce Development Board to assist and carry out provisions of WIOA § 107 [a] & [b] as mutually agreed.
2. Every effort will be made to balance the selection geographically throughout the SWW Local Workforce Development Area as well as balance the selection of large and small business, and other related factors to as accurately as possible reflect the relevant business sectors of the SWW LWDA as well as other required membership required by WIOA and the State of New York.
3. The Chief Elected Officials reserve the right to remove their respective appointees to the Workforce Development Board at will and without cause.
4. The by-laws of the Workforce Development Board and future amendments thereto shall only be valid upon approval of all three Chief Elected Officials.

Modification of membership may be completed at any time by the LWDB once established subject to the confirmation and concurrence of the Chief Elected Officials, as set forth in Part 1.1 above.

### **Part 4 – Designation of One Stop Services and other responsibilities**

1. As required by Section 121 (a) of WIOA, the Workforce Development Board with the agreement of the Chief Elected Officials in the LWDB, shall develop, and enter into the appropriate Memorandum of Understanding with area workforce partners and designate or certify a One-Stop System Operator to establish no less than one physical center to deliver services as required by WIOA.
2. The CEOs shall also:
  - Review and approve the 4-year Local Plan developed by the Local Board, as required by WIOA § 108(a);
  - Review and approve actions taken by the Local Board to designate a One-Stop System Operator as required by WIOA § 121 (d) (1);
  - Review and approve monitoring activities by the LWDB as required by WIOA § 121 (a)(3);
  - Review and approve the budget of the LWDB, as required by WIOA § 107(d)(12)(A); and
  - Negotiate and reach agreement on local performance accountability measures with the Local Board and the Governor as required under WIOA § 107(d)(9).
  - Provide other additional program related input and concurrence as may be required in the WIOA and related regulations.

### **Part 5 – Term of Agreement**

1. This Agreement becomes effective upon the concurrent acceptance by the Counties and subsequent signature by the Chief Elected Officials of the SWW Counties. This Agreement (including any subsequent amendments) shall stay in effect until such time as: 1) any party acts to rescind the Agreement; or 2) federal or state authority ceases for the SWW Workforce Development Area to serve as the local implementation means for job-training programs. Should any party wish to rescind this Agreement, formal action seeking a rescission must be taken at least six (6) months prior to the conclusion of the current program year (as defined by WIOA). The effective date of the rescission would then be the close of that program year.
2. No unilateral alteration of this agreement shall be made. Modification to the agreement by any County must be mutually negotiated and all requests to modify the agreement must be presented in writing to the Chief Elected Officials.
3. A copy of this agreement along with the agreed upon Workforce Development Board appointment agreement, referenced in Part 3 - #1 above, will be provided to a new county CEO upon taking office along with other documents deemed appropriate to explain the roles and responsibilities of the counties and the SWW Workforce Development Board in operating the local workforce development area subject to the WIOA legislation, regulations and NYS Department of Labor guidance. An acknowledgement form will be provided to document the receipt of this material by the new county Chief Elected Official.

Signatories (1 of 3):

For Saratoga County

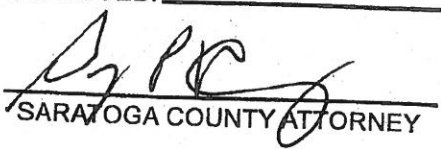


CEO Name

Philip C. Barrett, Chair  
Saratoga County Board of Supervisors

5/28/24  
Date

APPROVED: \_\_\_\_\_

  
SARATOGA COUNTY ATTORNEY

*Signatories (2 of 3):*

**For Warren County**

Kevin B. Geraghty

CEO Name  
Kevin B. Geraghty, Chair  
Warren County Board of Supervisors

2/7/24

Date

*Signatories (3 of 3):*

**For Washington County**



CEO Name

**Robert A. Henke, Chair**

**Washington County Board of Supervisors**

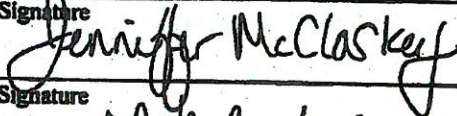
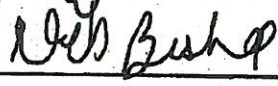
5/16/24

Date

**AUTHORIZED SIGNATURES FOR LWDA CASH REQUESTS**

<b>LWDA Name</b>  Saratoga, Warren, Washington	<b>Grant Recipient Name and Address</b>  County of Saratoga 40 McMaster St Ballston Spa, NY 12020
--	---

**SIGNATURES OF INDIVIDUALS AUTHORIZED**

Typed Name and Title Jenniffer McCloskey, Director	Signature 
Typed Name and Title Deb Bishop, Senior Account Clerk	Signature 
Typed Name and Title	Signature
Typed Name and Title	Signature
Typed Name and Title	Signature

I certify that the signatures above are of the individuals  
authorized to request cash.



\_\_\_\_\_  
(Chief Local Elected Official Signature)

Phil Barrett  
(Name)

\_\_\_\_\_  
Chairman, Saratoga County Board of Supervisors  
(Title)

\_\_\_\_\_  
(Date)



# BOARD OF SUPERVISORS

03/19/2024

## RESOLUTION 82 - 2024

**Introduced by Economic Development: Supervisors Butler, Kinowski, Madigan, Murray, Raymond, Wright and Young**

**AUTHORIZING A "MULTI-JURISDICTIONAL CHIEF ELECTED OFFICIAL (CEO) AGREEMENT FOR THE SARATOGA-WARREN-WASHINGTON LOCAL WORKFORCE DEVELOPMENT AREA (LDWA)"**

**WHEREAS, The Saratoga-Warren-Washington Workforce Development Board (SWW WDB) provides funding to three career centers, one in each County to provide career development services to Adults, Dislocated Workers and Youth (in school and Out of School till age 24), and**

**WHEREAS, this funding, which totaled over \$2 million in program year 2022, is vital to providing assessment, career development, training, and wraparound services to 365,000 Saratoga-Warren-Washington residents, and**

**WHEREAS, the funding comes with compliance responsibilities, one of which is for our WDB to be recertified biennially, and**

**WHEREAS, there are four elements to meet for this recertification, which include: Board Composition, Satisfactory Performance, Sustained Fiscal integrity and current CEO Agreement, and**

**WHEREAS, SWW WDB satisfies all elements for recertification, except a current Multi-Jurisdictional Chief Elected Official (CEO) Agreement for the Saratoga-Warren-Washington Local Workforce Development Area (LWDA), and**

**WHEREAS, the most recent agreement was signed in 2020; and**

**WHEREAS, the 2023 agreement mirrors the existing 2020 agreement with the exception of current signatories, and**

**WHEREAS, the Executive Director of the SWW WDB has requested the Director of Saratoga County Workforce Development to obtain the necessary signature of the Chairman of the Saratoga County Board of Supervisors so that a newly executed agreement may be sent to the New York State Department of Labor, who oversees our WOIA compliance for the United States Department of Labor, and**

**WHEREAS, the Director of Saratoga County Workforce Development, the Economic Development Committee and the Law and Finance Committee all recommend that the Chairman**

of the Saratoga County Board of Supervisors sign the current Multi-Jurisdictional Chief Elected Official (CEO) Agreement for the Saratoga-Warren-Washington Local Workforce Development Area (LWDA); and, be it further

**RESOLVED**, that the Chairman of the Saratoga County Board of Supervisors is authorized to sign on behalf of Saratoga County the current "Multi-Jurisdictional Chief Elected Official (CEO) Agreement for the Saratoga-Warren-Washington Local Workforce Development Area (LWDA)".

**RESOLVED**, this resolution shall take effect immediately.

**BUDGET IMPACT STATEMENT:** No Budget Impact.

**March 19, 2024 Regular Meeting**

**Motion to Adopt: Supervisor Grasso**

**Second: Supervisor K. Veitch**

**AYES (193,508):** Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Angela Thompson (19014.5), C. Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), James D. Arnold (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Cynthia Young (17130), Thomas Richardson (5163), Scott Ostrander (18800), Jesse Fish (16202), Ian Murray (5808), Michele Madigan (14245.5), Matthew E. Veitch (14245.5), David Ball (8208), John Lant (17361)

**NOES (0):**

**ABSENT (42,001):** Kevin Tollisen (25662), Willard H. Peck (5242), Sandra Winney (2075), Edward D. Kinowski (9022)





# Workforce Development Board

SARATOGA | WARREN | WASHINGTON

**Meeting Minutes**  
**WEDNESDAY, July 30, 2025**  
**Saratoga Eagle, Saratoga Springs, NY**  
**8 – 10 AM**

**BOARD MEMBERS PRESENT:** Nic Arnoff, Scot Chamberlain, Greg Connors, Andrew Cook, Gary Dake, Dan Dudley, Doug Ford, Patricia Klimkewicz, Christine McLearn, Mike Munter, Mo O'Connell, Laura Oswald, Turina Parker, Dominick Patrignani, Michael Prime, Tracey Riley, Wendy Skawinski, Mary Ann Spiezio, Jeff Vukelic, John Wheatley (20)

**EXCUSED:** Scott Brazie, Susan Corlew, Paige Foote, Maureen Grabowski, Michael Mastropietro, Scott McKenna, Elizabeth Miller, Zack Moore Tricia Rogers, Elaine Wilkie (10)

**GUESTS:** Jenniffer McCloskey (*Saratoga County Career Center*), Liza Ochsendorf (*Warren County Career Center*), Matthew Rose (*Saratoga County Career Center*), Shelley Smith (*LEAP*), Steve Bulger (*Saratoga County*), Melissa Fitch (*Washington County*), Al Nolette (*Washington County*) (7)

**STAFF:** Gretchen Steffan, Executive Director & Cassandra Purcell, Deputy Director (2)

## 1. Welcome ...

Gary Dake, Chair welcomed WDB members and guests to the meeting. This meeting was convened to provide an opportunity to reapprove the WDB's business items discussed on June 24<sup>th</sup> with an in-person quorum.

## 2. Approval of April 23 & June 24, 2025, Meeting Minutes...

### *Action Item*

**Motion to Approve:** Dan Dudley **Second:** Dr. Turina Parker

**Discussion:** None

**Vote:** Approved unanimously.

## 3. PY 25 Career Center Budget Review & Approval

Jenniffer McCloskey, Fiscal Agent, compiled the data from the Centers PY25 budgets and summary for the WDB. With the tentative status of WIOA, and the upcoming County Budget processes starting now for their calendar year budget cycle starting in January 2026, it is both prudent and important to identify some of the significant costs associated with running our multiple sites and their operational costs. The discussion before approval identified that monthly fiscal reporting for PY25 on Center budgets to actual spending will be provided to the WDB.

### *Action Item*

**Motion to Approve:** Mike Munter **Second:** Doug Ford

**Discussion:** Some

**Vote:** Approved unanimously.

## 4. PY25 SWW WDB Budget Review & Approval

Gretchen Steffan, Executive Director presented the WDB Budget, which is mostly status quo except for the salary & benefit lines... The Executive Director & Deputy Director roles are both employees of Saratoga County, which is their Employer-of-Record (*meaning they take responsibility for all aspects of employment including compliance, payroll, taxes and benefits*), since WDB approval in June of 2021. As such the July 2024, Saratoga County contract agreement with CSEA, extends to elected or appointed county officials by the County BOS, and approved by formal Resolution. Therefore, there was an adjustment in compensation halfway through PY24.



# Workforce Development Board

SARATOGA | WARREN | WASHINGTON

**Meeting Minutes**  
**WEDNESDAY, July 30, 2025**  
**Saratoga Eagle, Saratoga Springs, NY**  
**8 - 10 AM**

Once the budget is approved by the WDB, it will go to each County for their approval as required by the 3-County Multijurisdictional Agreement. Gretchen will be going to both Warren & Washington County Board of Supervisor's Committee Meetings to present this budget and WIOA Updates...

**Action Item**

**Motion to Approve:** Doug Ford **Second:** Greg Connors

**Discussion:** Some

**Vote:** Approved unanimously.

## 5. Policy Actions (2)

### Initial Assessment Review/Approval & Oversight & Subrecipient Monitoring Revision

All customers seeking staff-assisted services from our Career Centers must be provided with an **Initial Assessment** by an Employment Counselor/Advisor. Our **Oversight & Subrecipient Monitoring Policy** revision adds 2 Deputy Director roles into the current process with revised timelines for monitoring review work.

**Action Item**

**Motion to Approve:** Doug Ford **Second:** Dr. Turina Parker

**Vote:** Approved unanimously

## 6. SWW LWDA Local Plan

Gretchen shared that the Local Plan is a WIOA requirement every 4 years, as is the Regional Plan. She requested and received an extension for submission, identifying that she had already worked with regional partners and NYSDOL Labor Analyst Kevin Alexander on job data, demographics and statistics, as well as gathering SWW Centric Census data. The Plan requires partner collaboration, and inputs from the Centers and our NYSDOL partners, which is the next step in drafting the Plan.

## 7. WIOA Update

Gretchen provided the WDB with an update on potential WIOA changes ahead. We await further Federal input and insights on the future direction of WIOA funding, and the outcomes from The April 23rd Executive Order. Reports due to President Trump on July 23rd & October 23rd may identify whether WIOA will be combined with 11 other Workforce-related programs into a Block Grant with projected significant funding cuts. One outcome resulting from President Trump's April 23, 2025, Executive Order, has resulted in consolidation of the US Department of Labor and the Department of Education. More to come as we await other possible changes due by October 23, 2025. We continue to stay on top of developments and are formulating contingencies as details emerge from legislative hearings at the Federal level.

## 8. Additional Opportunity for WDB Member Announcements / Comments...

- a. Dr. Turina Parker introduced Mr. Andrew Cook, Superintendent of Hartford Central School District, to our WDB. Andrew has recently been appointed by the Washington County Board of Supervisors.
- b. Wendy Skawinski thanked WDB Members who have been hosting the NYSDOL Teacher Ambassadors, who have been visiting area businesses to learn about career opportunities available in our region.

## 9. Adjournment at 8:35 am.

**Next SWW WDB Meeting Wednesday, October 1, 2025...**

**Location TBD, either Saratoga Eagle-Saratoga Springs or Adirondack Studios-Argyle**



# PRESS RELEASE

FOR IMMEDIATE RELEASE

DATE: July 10, 2024

## SARATOGA COUNTY ANNOUNCES CONTRACT WITH CSEA

**BALLSTON SPA, NY** – Saratoga County Board of Supervisors Chairman Phil Barrett today announced the County's CSEA membership has voted to approve a five-year contract. The County's negotiating team and CSEA leadership reached the agreement on June 18<sup>th</sup> following two mediation sessions.

Saratoga County Board of Supervisors Chairman Phil Barrett (Clifton Park) said, "We were pleased to work with our CSEA partners to reach an agreement that provides a fair and balanced contract for both our dedicated employees and the taxpayers of Saratoga County. The mediation process was a positive experience for both the County negotiating team and CSEA leadership and worked as intended, bringing a swift resolution that satisfies both parties' interests."

The contract covers January 1, 2024, through December 31, 2028.

Highlights of the CSEA collective bargaining agreement include:

- **Wage Increases:** A \$4,000 increase at signing, which equates to a 7.3% pay increase based on the average CSEA salary, and a 2.95% annual wage increase in each year from 2025 to 2028. Retroactive payments will be made to employees on payroll from January 1, 2024.
- **Compensatory Time:** New language allows for automatic rollover of 40 hours of comp time to be used the next year, with the County retaining the right to buy out comp time in excess of 40 hours with notice by November 1<sup>st</sup> each year.
- **Health Insurance Premium Contributions:** Gradual increase in employee contributions toward health and dental premiums based on hire date beginning in 2026 for those who currently contribute less than 20%. Fifteen-percent contributors increase to 16% in 2026, 18% in 2027 and 20% in 2028. Five-percent contributors increase to 6% in 2026, 8% in 2027, and 10% in 2028.
- **Health Insurance Co-pays:** Co-pays will remain the same for the remainder of 2024 with nominal increases beginning in 2025 for office visits, specialist visits, emergency room visits, and prescriptions.
- **Additional Holiday:** The addition of Juneteenth as a paid holiday, providing employees with a total of 12 paid holidays each year.
- **Vacation:** An updated vacation schedule based on years of service to extend additional day per year of service for years four through 11.

The agreement also includes other adjustments and administrative changes. The full contract will be made available on the human resources page at [www.saratogacountyny.gov](http://www.saratogacountyny.gov) once it is ratified.

This is the fourth contract the County has negotiated in the past two years: twice with CSEA and once each with UPSEU, and PBA.

###



# BOARD OF SUPERVISORS

07/16/2024

## RESOLUTION 189 – 2024

Introduced by Law and Finance: Supervisors M. Veitch, Edwards, Grasso, Lant, Ostrander, Tollisen, and K. Veitch

**INTRODUCING A PROPOSED LOCAL LAW IDENTIFIED AS INTRODUCTORY NO. 2, PRINT NO. 1 OF 2024, RELATIVE TO AMENDING THE 2024 SARATOGA COUNTY COMPENSATION SCHEDULE TO PROVIDE SALARY INCREASES FOR CERTAIN COUNTY OFFICIALS, AND SETTING A DATE FOR A PUBLIC HEARING THEREON**

**WHEREAS**, the current collective bargaining agreement with the General Unit of Local #846 of the Civil Service Employees Association, Inc. provides a base wage increase of \$4,000 for employees who are members of that bargaining unit, including retroactive payments to eligible employees in the amount of \$153.85 per pay period from January 1 through July 19, 2024; and

**WHEREAS**, the Board of Supervisors wishes to provide a similar increase to certain elected or appointed County Officials during their term of office; now, therefore, be it

**RESOLVED**, that a proposed Local Law, identified as Introductory No. 2, Print No. 1 of 2024, entitled "A LOCAL LAW AMENDING THE 2024 SARATOGA COUNTY COMPENSATION SCHEDULE TO PROVIDE A SALARY AND COST-OF-LIVING INCREASES FOR CERTAIN COUNTY OFFICIALS" is hereby introduced before the Saratoga County Board of Supervisors, and the Board of Supervisors shall hold a Public Hearing on August 14, 2024 at 4:35 PM in the Meeting Room of the Saratoga County Board of Supervisors at 40 McMaster Street, Ballston Spa, New York, 12020, on the matter of the adoption of such proposed Local Law, and the Clerk of this Board of Supervisors is hereby directed to give notice of such Public Hearing in the manner prescribed by law; and be it further

**RESOLVED**, that the 2024 Compensation Schedule be updated to reflect the salary changes as indicated herein upon final adoption of the Local Law with the exception of the County Coroners who shall receive a 3% salary increase; and be it further

**RESOLVED**, that the Budget Director is authorized to make any necessary interdepartmental budget transfers to account for the costs associated with these salary changes upon final adoption of the Local Law; and be it further

**RESOLVED**, that this Resolution shall take effect immediately.

# RESOLUTION REQUEST FORM NO. 3

## Request for New Contract

DEPARTMENT NAME: Workforce Development

DATE: 8/20/2025

- (a) Is this a Result of a Bid or Request for Proposal?  
**No**
- (b) Purpose of Contract:  
**Formalize partnership with Nazareth University to help place their students in internships at Warren County departments, agencies, and businesses.**
- (c) Name of Contractor:  
**Nazareth University**
- (d) Address of Contractor: **4245 East Ave., Rochester, NY 14618**
- (e) Contractor's Contact Person and Telephone Number:  
**Laurie Peterson 585-389-2753**
- (f) Has or will the Contract be provided, if so, please attach:  
**Yes**
- (g) Commencement Date of Contract:  
**September 1, 2025**
- (h) Termination Date of Contract:  
**June 30, 2026**
- (i) Payment Provisions: i) lump sum amount  
ii) hourly rate amount **Min \$17.50/hr-interns**  
iii) total amount not to exceed  
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)  
**Students paid on County payroll schedule.**
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount:  
**40.6293.4999 130 40.6293. 0358 0300 0305 0310 130**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS



## AFFILIATION AGREEMENT

This Affiliation Agreement (this “*Agreement*”) is made by and between **Nazareth University** a New York educational institution, with its principal place of business at 4245 East Ave., Rochester, NY 14618 (“*Nazareth*”), and

Name of Counterparty: Warren County Workforce Development, a State of Organization and Entity Type: Local Government with its principal place of business at Address: 333 Glen Street, Suite 300 City: Glens Falls State: NY Zip Code: 12801

(the “*Site*”) as of Date: September 1, 2025 (the “*Effective Date*”).

**Whereas**, Nazareth offers programs in Art Therapy, Music Therapy, Nursing, Occupational Therapy, Physical Therapy, Public Health, Social Work, Speech-Language Pathology and Physician Assistant, (the “*Program*”); and

**Whereas**, Nazareth desires to provide students with access to certain Program-relevant experience and instruction for its students; and

**Whereas**, the Site wishes to be a training site for Nazareth's students and the Site operations would be a suitable training site; and

**Whereas**, the Site and Nazareth wish to achieve an understanding of their obligations and entitlements under this Agreement.

**Now, Therefore**, for the mutual covenants set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Nazareth and the Site agree as follows:

### 1. The Program.

*a. Student Participation at Site.* Nazareth Directors of Clinical Education or Academic Fieldwork Coordinators will assign students (each, a “*Student*”, collectively “*Students*”) to work with the Site as part of their curriculum and will be the direct contact during a student's clinical affiliation. Nazareth will be responsible for the selection of Students and any disciplinary action taken with respect to Students. Nazareth will communicate the educational goals of the Program to the Site.

*b. Objectives.* During the Student's placement at the Site, the Student's knowledge and skills will be enhanced and expanded through progressive responsibility in a supervised environment. The Student will complete all assigned tasks in a responsible manner and shall follow all Site and Nazareth procedures and policies. When a student's placement includes telehealth services, the student will provide services and be supervised remotely in the online setting according to all applicable state and federal regulations, as well as the standards of the relevant professional certifying body. All other provisions of this agreement will be understood to apply as appropriate to the online setting as they do in face-to-face circumstances.

**2. Term.** This Agreement shall be effective as of the Effective Date listed above and shall continue in effect for a term of three (3) years, unless earlier terminated as provided herein (the “*Initial Term*”). Following the Initial Term, the term will automatically renew for successive one (1) year terms (each, a “*Renewal Term*” and, collectively with the Initial Term, the “*Term*”) unless either party provides written notice of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then-current Term.

### 3. Termination.

*a. For Convenience.* Either party may terminate this Agreement for any reason, or no reason, upon six (6) months' prior written notice.

*b. For Cause.* Either party may terminate this Agreement if the other party is in breach of any provision of this Agreement, and such breach is not cured within thirty (30) days of receipt of written notice from the non-breaching party.

*c. Bankruptcy.* Nazareth may terminate this Agreement by providing written notice to the Site if the Site becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

*d. Effect of Termination.* Except as provided in Section 10.k, upon termination of this Agreement, the parties' respective rights and obligations under this Agreement shall terminate and be of no force or effect. Notwithstanding the foregoing, if, at the time of such termination, any Student is currently working with/assigned to the Site, the terms of this Agreement shall be extended solely with respect to such Students to permit such Students to complete their current term at the Site.

### 4. Site Responsibilities.

a. *Experience.* The Site will provide the opportunity for Students to receive educational training and clinical/practical experience under the supervision of a Site employee and a Nazareth faculty member (if faculty member supervision is desired by Nazareth). The specific learning objectives and requirements associated with the Site experience, including the length and schedule of the Site experience, will be provided prior to the placement.

b. *Clinical Site Information Form.* The Site will provide Nazareth with a complete Clinical Site Information Form (CSIF) or Fieldwork Data Form. This will include the name and professional and academic credentials of the clinical instructor(s) for approval by Nazareth prior to commencement of the clinical education experience. For clinical instructor(s) of Physician Assistant Students, each will be a clinician with a valid state license and the necessary education and experience to be competent in their role as preceptor.

c. *Access to Site.* The Site will provide Nazareth faculty reasonable access to the premises and/or telehealth sessions in order to supervise the learning experience, observe student progress, and assist in the resolution of disputes.

d. *Supervisor.* The Site will appoint a supervisor or for PA students a preceptor (the “*Site Supervisor*”) who will assume administrative, educational, supervisory, and formal evaluation responsibility for the Student. The Site Supervisor will collaborate with Nazareth and will obtain prior approval for any changes in assignments or responsibilities that may affect or alter the Student's experience or would result in a modification of the Program.

e. *Orientation.* The Site will provide the Student with relevant information regarding the Site including, without limitation, policies, procedures, rules, confidentiality obligations, safety rules and obligations, and customary practices of the Site.

f. *Emergency Medical Care.* The Site shall provide Students with access to emergency care and medical assessment for illness, accidents, or injuries that occur on the Site's premises and that require immediate attention. Students will be responsible for payment of charges. The Site will inform Nazareth Faculty in case of an emergency medical situation involving a Student.

g. *Safety.* The Site shall address appropriate security and personal safety measures for Students in all locations where instruction occurs. The Site will inform Nazareth Faculty in case of a safety concern involving a Student.

h. *Equipment and Use of Facilities.* The Site will provide access to all training facilities, equipment, Supplies and patients necessary for the Student's training and experience.

i. *Evaluations.*

i. The Site Supervisor will provide timely written evaluations of the Student's experience and skills in accordance with performance evaluations provided by the Program.

ii. The Site Supervisor will inform Nazareth if he or she believes that the Student's continued Site participation would be detrimental to Nazareth, the Student, and/or the Site. The parties will cooperate in good faith to determine the appropriate response.

iii. The Site Supervisor will inform Nazareth of any Site-related Student conduct that may violate Nazareth's Student Code of Conduct and/or the Site's workplace standards, policies, or procedures. The parties will cooperate in good faith in determining the appropriate response.

j. *Responsibility.* The Site retains full responsibility for all decisions, care and/or treatment, as applicable, and retains ultimate authority to control decisions by Students and Faculty.

k. *Compliance with Laws.* The Site shall comply with and abide by all applicable laws, statutes, rules and regulations.

## 5. Nazareth Responsibilities.

a. *Educational Plan.* Nazareth is responsible for planning and executing its educational programs. Prior to a Student's assignment to the Site, Nazareth will submit to the Site (i) the number of Students expected to be assigned to the Site, (ii) a description of the types of educational experiences each Student is expected or required to receive while assigned to the Site, and (iii) the dates during which the Students will be assigned to the Site. In addition, Nazareth will provide to the Site the names, professional credentials, and evidence of licensure (if applicable) of Nazareth's faculty who will supervise the Students (the “*Faculty*”).

b. *Changes to the Educational Plan.* Nazareth will inform the Site as soon as reasonably practicable of any changes in the information provided pursuant to Section 5.a and will update the Educational Plan.

c. *Compliance with Site Rules.* Nazareth will advise the Student and Faculty that they are to complete all tasks in a professional manner and shall comply with all rules and restrictions of the Site and the reasonable instructions of Site personnel, including knowledge of and compliance with all confidentiality requirements.

d. *Compliance with HIPAA.* Nazareth will instruct students in appropriate documentation and communication procedures for compliance with the HIPAA (Health Insurance Portability and Accessibility Act).

e. *Medical Record.* Nazareth will advise Students that they may be required to provide the Site with the following information: evidence of student's physical examination, immunization history, results of tuberculosis screening, completion of required Bloodborne Pathogens training, and CPR certification. Nazareth will ensure Physician Assistant Students have satisfactorily completed Basic Life Support and Advanced Cardiac Life Support certification prior to their clinical placement.

f. *Background Checks.* Nazareth will advise Students that they may be required to have completed a criminal background check and provide the Site with evidence that they have completed a criminal background check meeting the Site's requirements. The Site may refuse to accept for enrollment any Student for whom satisfactory evidence has not been provided.

g. *Evaluation of Student.*

i. Nazareth will inform the Site Supervisor if Nazareth believes that the Student's continued Site participation would be detrimental to Nazareth, the Student, and/or the Site. The parties will cooperate in good faith in determining the appropriate response.

ii. Nazareth will inform the Site Supervisor of any Site-related Student conduct that may violate Nazareth's Student Code of Conduct and/or the Site's workplace standards, policies or procedures. The parties will cooperate in good faith in determining the appropriate response.

iii. In any event, Nazareth shall have the authority, in its sole discretion, to remove a Student from the Site and from the Program.

## **6. Insurance.**

a. *By Nazareth.* During the term of this Agreement, and for two (2) years thereafter, Nazareth will maintain professional liability insurance with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate, with insurers reasonably acceptable to the Site. Upon written request, Nazareth will provide the Site with proof of insurance.

b. *By the Site.* During the term of this Agreement, and for two (2) years thereafter, the Site will maintain professional liability insurance with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate, general liability insurance with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate, and statutory workers' compensation insurance, all with insurers reasonably acceptable to Nazareth. Upon written request, the Site will provide Nazareth with proof of insurance.

## **7. Records; Confidentiality.**

a. *Maintenance of Records.* Nazareth and the Site will each maintain complete and accurate books and records concerning this Agreement.

b. *Access to Records.* Upon reasonable advance notice and during normal business hours, the Site will provide Nazareth with access to its books and records pertaining to this Agreement.

c. *Confidentiality.* Nazareth and the Site each acknowledge that they may receive confidential or proprietary information from the other party. Each party shall maintain the confidentiality of all such information using the same efforts it uses in protecting its own confidential information, but no less than reasonable efforts, and shall advise the Student and Faculty that such information is confidential. Nazareth and the Site further acknowledge that certain information received during the term of this Agreement may be protected by applicable law including, without limitation, the Family Educational Rights and Privacy Act ("FERPA") and/or the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"), and other state and federal confidentiality requirements, and each party agrees to protect any such information in accordance with applicable law.

d. *Ownership of Materials.* All information disclosed by one party to the other under this Agreement shall remain the sole

property of the disclosing party, and the disclosing party does not grant any license or any other intellectual property rights in or to any such information.

*e. HIPAA Compliance.* To the extent HIPAA is applicable, the Student will be considered to be an employee of the Site for the sole purpose of complying with HIPAA.

*f. Use of Information.* Nazareth may utilize non-student related information received under this Agreement, provided that such use shall be for educational purposes only and any such information shall be de-identified in accordance with applicable law, so as to remove all personally identifiable information of individuals with whom the Student comes into contact during the on-Site experience. If Nazareth believes that such personally identifiable information is necessary to share within Nazareth, it will only do so upon notice to the Site.

**8. Indemnification.**

*a. By the Parties.* Nazareth and the Site (each, an “*Indemnifying Party*,” as applicable) shall each indemnify, defend and hold harmless the other party, their respective affiliates, and their respective directors, trustees, officers, members, managers, employees, and agents from against all suits, actions, claims, losses, liabilities, demands, costs, and expenses (including reasonable attorneys' fees) arising out of the Indemnifying Party's performance of this Agreement.

**9. Miscellaneous.**

*a. Notices.* All notices and other communications required to be sent under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) when received by the addressee if sent by a nationally recognized overnight courier, or (iii) on the date sent by email of a PDF document if sent during normal business hours, and on the next business day if sent after normal business hours. Such communications must be sent to the respective parties at the following address:

If to Nazareth: **Nazareth University**  
4245 East Ave.  
Rochester, NY 14618

Attn: Cathy Rasmussen                      Email: [crasmus0@naz.edu](mailto:crasmus0@naz.edu)  
Lynne Vick    [lvick1@naz.edu](mailto:lvick1@naz.edu)

If to the Site: **Site Name:**  
**Address:**  
**City:**    **State:**    **Zip Code:**  
**Attn:**    **Email:**

*a. Headings.* The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

*b. Entire Agreement.* This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

*c. Amendment.* This Agreement may be amended, modified or supplemented only in writing signed by an authorized representative of Nazareth and the Site.

*d. Governing Law; Venue.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision. Any suit, action or proceeding arising out of this Agreement shall be instituted in the federal or state courts located in Monroe County, New York, and each party hereby irrevocably consents to the personal jurisdiction of such courts.

*e. Waiver.* No waiver by either party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

*f. Severability.* If any provision of this Agreement is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. Upon such determination that any provision is

invalid, illegal or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

g. *Successors and Assigns; Assignment.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed. Any purported assignment absent such consent shall be void.

h. *Independent Contractors.* The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

i. *Force Majeure.* Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the affected party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

j. *Survival.* Sections 7, 8, 9, and 10 shall survive termination of this Agreement.

k. *Counterparts; Electronic Signatures.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. The parties acknowledge and agree that this contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signed version by implemented e-signature.

**In Witness Whereof**, the parties have executed this Agreement as of the date first written above.

**Nazareth University**

**The Site:**

Signed by: *Cathy Rasmussen*

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Cathy Rasmussen, PhD, CCC-SLP

Printed Name: \_\_\_\_\_

Title: Dean, College of Interprofessional Health & Human Services

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



**ADDENDUM TO AFFILIATION AGREEMENT: PUBLIC HEALTH EMERGENCIES**

This Addendum to the Affiliation Agreement (this "Addendum") is made as of \_\_\_\_\_, to that certain Affiliation Agreement, dated \_\_\_\_\_ (the "Agreement"), entered into between Nazareth University ("Nazareth"), and \_\_\_\_\_ (the "Site") (collectively, the "Parties"). This Addendum is an integral part of the Agreement. Except as otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

Whereas, the Parties have previously entered into the Agreement, whereby Students are assigned to the Site to receive Program-related clinical experience;

Whereas, the Centers for Disease Control (the "CDC"), World Health Organization, and New York State have declared the existence of one or more ongoing public health emergencies, including but not limited to the COVID-19 pandemic and Monkeypox outbreak;

Whereas, in an effort to continue the relationship under the Agreement, and promote a safe and healthy clinical experience during one or more public health emergencies (each a "Public Health Emergency"), the Parties wish to achieve an understanding of their obligations and entitlements during a Public Health Emergency;

Now, Therefore, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Site shall comply with all applicable federal, state, and local laws, regulations and mandates governing business operations during a Public Health Emergency.
2. The Site shall adhere to applicable guidance issued by the CDC.
3. The Site shall communicate to Students the details of any Site-specific health and safety policies, procedures, and rules related to a Public Health Emergency.
4. The Site shall train Students on how to use Site-provided Personal Protective Equipment (PPE) and any other supplies required during a Public Health Emergency for the clinical environment to which the Students are assigned.

In Witness Whereof, the duly authorized representatives of each of the Parties have executed this Addendum as of the date first written above.

Nazareth University

Signed by: *Cathy Rasmussen*

Cathy Rasmussen, PhD, CCC-SLP

Title: Dean, College of Interprofessional Health & Human Services

The Site:

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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