TO:
Robert J. Nole
Superintendent of Schools

FROM:
Mary B. Mandel
Assistant Superintendent for Business Affairs

RE:
Physical Therapy Services

DATE:
June 23, 2016

Attached please find a recommendation for Physical Therapy services from Ashraf Allam. It is recommended that the District continue to contract with Developmental Therapy Associates for the 2016-2017 school year.

MBM:rak
Attachments
To: Mary Mandel
From: Ashraf Allam

Date: 6/22/16

Re: Physical Therapy Services

Memo

According to the most recent information available, the district will be required to provide 32 hours/week of Physical Therapy services during the 2016-17 school year. The district contracts with Developmental Therapy Associates to provide this mandated service, and I recommend that we continue to contract with this provider for the coming year.

Developmental Therapy Associates have been able to provide a quality service to our students at a rate that is highly competitive with other private providers and with BOCES services. The therapists employed by DTA have been with the district for several years, and have become familiar with our routines and procedures. For the above reasons, I would recommend that the district continue to contract with DTA for this required service. They continue to offer quality services at highly competitive terms.

Attached please find the proposed contract for the 2016-17 school year for your approval. Please contact me if you have any further questions on this matter.
May 15, 2016

Ashraf Allam, CSE Chairperson
New Hartford Central Schools
Perry Junior High
New Hartford, New York 13413

Dear Ashraf,

Enclosed please find the contract for Physical and/or Occupational Therapy services for the 2016-2017 school year. In order to insure that we have adequate staff to implement these services in September, we would greatly appreciate your having it signed and returning a copy at your earliest convenience, but not later than June 30th. If for any reason you are not renewing the contract, please notify us of your intentions by that date as well.

We find it necessary to increase our hourly rate by $2.00 simply to cover the ever rising cost of employing individuals. We continue to strive to keep our fees extremely competitive, and are always aware of the pressure on you to provide these services in the most cost effective way. If you have need for additional hours or services not currently under contract, we would welcome the opportunity to discuss this with you. Please note that our services may be eligible for reimbursement through state aid as calculated by the Foundation Aid and Public High Cost Excess Cost Aid formulas. This aid is available from the state when services are procured from a private company (DTA) as well as from a public domain (BOCES).

If you have questions about the contract or would like to discuss any aspect of the delivery of these services, we would be happy to meet with you and/or any staff you deem appropriate at your convenience.

We look forward to working with you in a continuing mutual effort to bring quality services to your children with special needs.

Best Regards,

M. Christine Bonville, MS, PT

Laurie Burns, OTR

Enc: 2016-2017 contract
AGREEMENT

AGREEMENT, made July 1, 2016 by and between New Hartford Central Schools with offices at Perry Junior High, New Hartford, New York, 13413, hereinafter called “THE DISTRICT” and Developmental Therapy Associates of New Hartford, N.Y. 13413, hereinafter called DTA to provide special services or programs, specifically, Physical and/or Occupational Therapy in accordance with the United States Public Laws 99-142, 99-457, and 102-119 (IDEA), and Chapter 853 of the New York Laws of 1976 and the New York Regulations of the Commissioner of Education.

WITNESSETH

WHEREAS, The District is charged with the responsibility of providing suitable educational opportunities for handicapped children by providing special services or programs for such handicapped children within The District, and

WHEREAS, The District is authorized and empowered to contract for such services or programs for the handicapped as it shall deem reasonable and appropriate after the consideration of the recommendations of the local Committee on Special Education, and

WHEREAS, The District, after consideration of the recommendations of the Committee on Special Education, has deemed Occupational and/or Physical Therapy to be reasonable and appropriate services for certain children within The District, and The District desires to contract with DTA to provide Physical and/or Occupational Therapy to said handicapped children.

NOW, THEREFORE, in consideration of the above, and the mutual covenants and agreements of the parties, it is hereby agreed as follows:

FIRST: The district shall compensate DTA for said services by paying the sum of $60.00 per hour for each hour of service provided by a registered Physical or Occupational Therapist, and $50.00 per hour for each hour of service provided by an Occupational or Physical Therapy Assistant. Payment shall be made on a schedule mutually acceptable to both parties but not less frequently than monthly.

SECOND: DTA shall provide Physical and/or Occupational Therapy to The District for the number of hours requested by The District based on the recommendations of the Committee on Special Education and/or other official district recommendations for the 2016-2017 school year.

THIRD: The District shall provide and maintain all equipment and supplies that it deems appropriate in connection with the delivery of said services to its students. The District shall also provide DTA with a workspace that is adequate for the delivery of said services.

FOURTH: DTA shall provide The District with evidence of professional liability insurance covering each therapist rendering services hereunder, and shall hold harmless and indemnify The District from and against any and all liabilities, costs, damages and expenses resulting from or attributable to a therapist’s acts or omissions in the rendering of services hereunder. The District shall be furnished with the name and address of each therapist assigned to performance of services under this agreement. Each therapist assigned has executed an agreement of non-competition with DTA, stating that they will not accept employment or enter into contract with any contractee of DTA for a period of one year following their termination of employment with DTA.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement the day and year first written above.

Superintendent

M.Christine Bowville,M.S,P.T/ Laurie Burns, OTR
NEW HARTFORD CENTRAL SCHOOL DISTRICT
BUSINESS OFFICE
29 Oxford Road
New Hartford, NY 13413

MARY B. MANDEL
Assistant Superintendent
For Business Affairs
Phone: 315-624-1202
Fax: 315-624-1265

TO: Robert J. Nole
   Superintendent of Schools

FROM: Mary B. Mandel
      Assistant Superintendent for Business Affairs

RE: Attached Agreement for Sports Medicine Professional Services

DATE: June 3, 2016

Attached please find an Agreement for Sports Medicine Professional Services between Slocum-Dickson Medical, P.L.L.C. and the New Hartford Central School District for approval by the Board of Education at their July 6, 2016 meeting. There is no increase in the fee for the 2016-2017 school year and a 2% increase per year for the three year term of the agreement.

If you have any questions regarding the attached, please contact me.

MBM:rak
Attachment
AGREEMENT
FOR SPORTS MEDICINE PROFESSIONAL SERVICES
BY AND BETWEEN
THE NEW HARTFORD CENTRAL SCHOOL DISTRICT
AND
SLOCUM-DICKSON MEDICAL GROUP, P.L.L.C.

THIS AGREEMENT, dated as of the 18th day of May, 2016, by and between The New Hartford Central School District (hereinafter, the “School District”), a local school district organized under the laws of the State of New York whose principal address is 33 Oxford Road, New Hartford, New York 13413 and Slocum-Dickson Medical Group, PLLC (hereinafter, “SDMG”), a New York professional limited liability company whose principal address is 1729 Burrstone Road, New Hartford, New York 13413.

WITNESSETH:

WHEREAS, SDMG is a multi-specialty group practice of physicians formed as a professional limited liability company; and

WHEREAS, the School District desires to engage SDMG to provide sports medicine professional services to the School District at the School District’s premises; and

WHEREAS, SDMG desires to provide the sports medicine professional services, in accordance with, and subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable considering, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Professional Services: (a) SDMG will designate a team to provide sports medicine professional services under this Agreement, consisting of SDMG Sports Medicine Physician, Nurse Practitioner, and Certified Athletic Trainers (AT) and will provide the following services:

   (i) Provide an AT to attend the School District’s home practices and games from August 15-June 15 of each school year during the term of this Agreement to provide injury prevention, immediate emergency care, injury evaluation, rehabilitation/conditioning and related medical record keeping for the School District’s athletic programs Monday through Saturday 20-30 hours per week at the direction and coordination of the School District Athletic Director;

   (ii) Providing medical direction and the coordination of physician services by Dr. Moretz and medical care at after school practices and athletic events Monday through Saturday;
(iii) Complying with all Federal and State laws, statutes, rules and regulations pertaining to the provision of medical services for a school district athletic program, as they may be revised from time to time;

(iv) Ensuring that the attending medical professionals, in providing medical services under this Agreement, comply with all applicable State and Federal laws, statutes, rules and regulations;

(v) Supervising and evaluating the work of all SDMG medical professionals who treat students participating in the athletic events of the School District;

(vi) Ensuring continuous medical professional coverage for School District athletic events, including but not limited to, development of weekday and weekend “on call” schedules and a telephone “hotline” (315-792-1512); and

(vii) Developing procedures to handle medical emergencies and emergency treatment for School District athletic events.

(b) The School District will not be providing professional medical services to students under this Agreement. The parties specifically acknowledge and agree that nothing contained in this agreement shall in any way obligate the School District to make or recommend patients to SDMG or to encourage utilization by patients or others of any item or service offered by SDMG.

(c) SDMG shall invoice all respective third party payors or patients, as permitted by applicable law, for the medical services provided by SDMG. Under no circumstances shall the School District directly or indirectly bill, invoice or otherwise charge any patient or third party payor for the medical services provided by SDMG. In the event that any patient or third party payor makes payment for such medical services to the School District, the School District will turn such payments over to SDMG within two (2) business days of collection and shall provide SDMG with a prompt accounting of all such collections. SDMG shall have the right from time to time to inspect the books and records of the School District to insure compliance with this Section.

2. **SDMG Employee Obligations:** SDMG shall ensure that each employee providing professional services under this Agreement shall be mutually agreed upon and shall oblige himself/herself to:

   (i) Maintain as confidential all student medical records and other information;

   (ii) Maintain as confidential all proprietary information pertaining to the School District;
(iii) Provide services hereunder on a non-discriminatory basis;

(iv) Maintain and keep current all required medical licenses and Board certifications, including in the case of Dr. Moretz, status as a Board certified sports medicine specialist, and to immediately report to the School District’s Superintendent any change to such license or Board certification; and

(v) Maintain and keep current professional malpractice insurance coverage providing $1,000,000 per occurrence, $3,000,000 total aggregate coverage.

(vi) Provide to the School District two sets of fingerprints of quality sufficient for processing by the State Division of Criminal Services and the Commissioner of Education.

(vii) For purposes of this Agreement, Timothy Abraham is designated AT.

3. School District Obligations: During the term of the Agreement, the School District agrees to provide the following:

(i) A monthly payment to SDMG payable on or before the tenth (10th) day of each month during the term of this Agreement in the amount of
   a. $2189 from July 2016 – June 2017,
   b. $2255 from July 2017 – June 2018, and
   c. $2323 from July 2018 – June 2019; and

(ii) a monthly payment to SDMG in the amount of $30/hour for any hours over 30 hours/week that the AT is required to work at the School District payable on or before the tenth (10th) day of each month during the term of this Agreement; and

(iii) expendable supplies and capital equipment, as mutually agreed from time to time; and

(iv) a suitable athletic training facility.

4. Insurance: (a) SDMG shall furnish and keep in full force and effect, and at all times during the terms of this Agreement, worker’s compensation and disability insurance covering SDMG employees who are providing services for the School District under this Agreement.

(b) SDMG shall maintain at all times and its own costs, the following policies of insurance for actions arising the acts or omissions of its employees occurring during the course of their employment: (i) general liability; (ii) professional malpractice, and (iii) automobile liability relating to the use of automobiles by the employee while on the job.
(c) Each such policy shall (i) provide liability coverage of at least $1,000,000.00 per occurrence and (ii) insure the School District and SDMG on an occurrence basis. However, if an “occurrence” policy is not available, SDMG shall maintain an equivalent claims-made policy until the expiration of all applicable statutes of limitations relating to any claim.

(d) SDMG will provide School District, through its Superintendent, with certificates evidencing the insurance coverage required by this Agreement. SDMG will advise the School District’s Superintendent immediately if any insurance is cancelled, reduced or terminated and the effective date thereof.

5. Removal of AT or Physician: SDMG shall remove its AT or the physician serving as sports medicine physician at the School District upon the occurrence of any of the following:

(i) A determination, after providing SDMG written notice of unsatisfactory performance by the AT or the sports medicine physician and permitting SDMG thirty (30) days from the date of such notice to cure same, by the School District that the AT or the physician, as the case may be, has not performed the services set forth at Section 1 of this Agreement to the satisfaction of the School District;

(ii) Any conduct by the AT, the sports medicine physician or any other SDMG employee providing services under this Agreement in violation of any criminal statute involving moral turpitude or in violation of the Federal Civil Rights laws or State Human Rights Law; or

(iii) The performance by AT, the sports medicine physician or any other SDMG employee providing services under this Agreement of any willful of intentional act which, in the reasonable opinion of the School District is materially detrimental to School District.

6. Indemnification: No party hereto assumes any obligations or liabilities of the other parties, whether contractual or by operation of law, including but not limited to, any obligations or liabilities resulting from any act of professional malpractice on the part of such other party. Each party shall indemnify, defend and hold harmless the other parties (the “Indemnitees”) from and against any and all loss, damage, liability, cost or expense to which the Indemnitees may become subject arising out of or in connection with the transactions contemplated by this Agreement, except for any such loss, damage, liability, cost or expense arising from the Indemnitees’ willful misconduct or negligence.

7. Term And Renewal: This Agreement shall commence on the 1st day of July, 2016 and, unless earlier terminated in accordance with Section 8 hereof shall continue in effect until June 30, 2019. This Agreement shall automatically renew for successive three (3) year terms after the expiration of the initial or any renewal term unless either party provides written notice of termination in accordance with Section 8 hereof.
8. Miscellaneous:

(a) All notice to parties hereunder must be in writing and signed by the party giving it and shall be served by certified or registered mail, return receipt requested and addressed as follows:

TO: New Hartford School District  
33 Oxford Road  
New Hartford, New York 13413  
Attention: Superintendent

TO: Slocum-Dickson Medical Group, P.L.L.C.  
1729 Burrstone Road  
New Hartford, New York 13413  
Attention: Executive Director

(b) This Agreement may be modified or amended by mutual consent of the parties. Any such modifications or amendments to be effective must be in writing and duly executed by all parties and shall be attached and become a part of this Agreement.

(c) This Agreement shall not be assigned or transferred by either party.

(d) This Agreement shall be governed and interpreted in accordance with the laws of the State of New York. Any issue or dispute arising out of or under this Agreement shall be resolved pursuant to the arbitration rules of the American Health Lawyers Association Alternative Dispute Resolution Service ("AHILAADS") and if this service is not available, pursuant to the rules of a comparable alternative dispute resolution service. Arbitration may be demanded by any party. Arbitration shall commence within thirty (30) days following the selection of an arbitrator and shall take place in the City of Utica, County of Oneida, New York. The parties agree that any decision of the arbitrator shall be final and binding and may be reduced to judgment and filed and enforced in any court of competent jurisdiction.

(e) Failure by a party to this Agreement to object to or take affirmative action with respect to any conduct of the other which is a violation of the terms hereof shall not be construed as a waiver thereof or of any future breach or subsequent misconduct.

(f) Each party to this Agreement is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship among the parties. Each party shall remain responsible, and shall indemnify and hold the other party harmless for the withholding and payment of all federal, state and local personal income tax, wage earnings, occupation. Social Security, Workers’ Compensation, unemployment disability
insurance taxes, payroll levies, or employment benefit requirements now existing or hereinafter enacted and attributable to each party and its respective employees,

(g) The parties agree to perform the terms and conditions of this Agreement in strict conformance with all applicable laws, rules and regulations. Notwithstanding any other provision of this Agreement, if any Court, or governmental agency, or their representatives charged with enforcement of applicable laws, rules and regulations, shall determine that this Agreement, or any portion thereof, shall or may constitute a violation of any applicable law, rule or regulation, this Agreement shall be automatically amended to the extent necessary to bring the Agreement, and the activities of the parties, into compliance with the applicable law, rule or regulation.

(h) The parties shall during and until four years after the expiration of the services hereunder, comply with requests by the Comptroller General of the United States, the Secretary of HHHS, or their duly authorized representatives, for access to this Agreement and to the applicable books, documents, and records necessary to verify the nature and extent of the cost of services provided hereunder. This access must be requested in accordance with the provisions of applicable laws and regulations. Each party shall notify the other immediately of any requests made pursuant to this provision.

(i) This Agreement shall contain the entire Agreement between the parties and all prior negotiations between the parties are merged into this Agreement and there are no understandings or Agreement other than those incorporated or referred to herein.

9. Proposal as Part of This Contract
The attached proposal from Slocum Dickson Medical Group, PLLC to the New Hartford Central School District is made a part of this agreement. The main body of this agreement takes priority over the proposal, if any incongruities occur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year stated above.

NEW HARTFORD SCHOOL DISTRICT

By: ______________________________
    Robert Nole
    Superintendent

SLOCUM-DICKSON
MEDICAL GROUP, PLLC

By: ______________________________
    Anne Falchi
    Chief Operating Officer
New Hartford Central School District

Second Amendment to Agreement

For

ALLEN HYDE
Assistant Superintendent for Curriculum and Instruction

This Amendment is made this ____ day of July, 2016, by and between THE BOARD OF EDUCATION OF THE NEW HARTFORD CENTRAL SCHOOL DISTRICT, with Administrative Offices at 33 Oxford Road, New Hartford, New York (hereinafter, the “Board”) and ALLEN HYDE, residing at ______________________, New York (hereinafter, the “Assistant Superintendent” or “Mr. Hyde”).

WHEREAS, the Board and the Assistant Superintendent are parties to an Agreement dated July 8, 2014 covering the period from on or about July 1, 2014 through June 30, 2017 (hereinafter, the “Agreement”) and having modified same by a First Amendment on August 17, 2015; and

WHEREAS, said Agreement contains salary, benefits and other terms and conditions of employment for the Assistant Superintendent; and

WHEREAS, the parties have conferred relative to a modification to the Agreement in order to clarify and confirm understandings relating to the above.

NOW, THEREFORE, the parties agree as follows:

1. Section “3” (Salary) shall be amended to include for a salary increase for the 2015-16 school year. The first sentence of Section “3” shall be amended and in its place the following shall be substituted:

   . . . , the Board shall pay the Assistant Superintendent a salary of One Hundred Forty-Seven Thousand Two Hundred Ninety-Three Dollars ($147,293) for the 2016-2017 school year.

The remainder of this Section shall be unchanged.
2. **Section “2” (Term).** The second sentence in this Section shall be amended to include the following:

   This Agreement shall not be considered an employment contract for a term of years or “durational in character” within the meaning of current case law, and the District reserves the right to dismiss the Assistant Superintendent during the term in accordance with the provisions of Education Law Section 3031 or, upon his being granted tenure by the Board of Education, in accordance with the provisions of Education Law Section 3020-a.

The remainder of this Section shall be unchanged.

3. The foregoing amendment shall become effective July 1, 2016 and continue in effect thereafter through the term of the Agreement, unless subsequently modified by the parties in writing.

4. All previous amendments not specifically addressed herein shall remain in full force and effect.

5. All other provisions of the Agreement not specifically addressed herein shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals the day and year first above set forth.

BOARD OF EDUCATION OF THE NEW HARTFORD CENTRAL SCHOOL DISTRICT

By: __________________________

Paul Piotrowski, President

______________________________

Allen Hyde
Assistant Superintendent for Curriculum and Instruction

Page 2 of 2
NEW HARTFORD CENTRAL SCHOOL DISTRICT
BUSINESS OFFICE
29 Oxford Road
New Hartford, NY 13413

MARY B. MANDEL
Assistant Superintendent
For Business Affairs
Phone: 315-624-1202
Fax: 315-624-1265

TO: Robert J. Nole
Superintendent of Schools

FROM: Mary B. Mandel
Assistant Superintendent for Business Affairs

RE: BOCES Questar III Agreement

DATE: June 3, 2016

As discussed by the Budget and Finance Committee, the decision was made to continue to utilize the services of Questar III BOCES based on cost, experience with school districts, and the possibility of aid to mitigate the District’s cost.

Attached please find the Intermunicipal Agreement between Questar III BOCES and the New Hartford Central School District for approval by the Board of Education at their July 6, 2016 meeting. Please place this on the Board agenda.

If you have any questions regarding the attached, please contact me.

MBM: rak
Attachments
June 1, 2016

Ms. Mary Mandel  
Assistant Superintendent for Business Affairs  
New Hartford Central School District  
33 Oxford Road  
New Hartford, NY 13413

Dear Ms. Mandel:

Questar III is pleased to confirm its understanding of the services that it will provide to New Hartford Central School District under the enclosed inter-municipal agreement. Please note that the inter-municipal agreement requires the approval of your district’s board and Questar III’s board.

The attached agreement reflects an all-inclusive fixed fee of $11,475. You will be pleased to note that this is the same rate as for services provided to your district in 2015-16. This fee includes all out pocket expenses (hotel, mileage, etc.). Your district will be billed in equal amounts quarterly over the next school year.

Our fixed fee billing model allows us to maintain our staffing levels and ensure that our BOCES covers the cost of maintaining the highest caliber auditors. Our staff is highly trained and specialize in school district internal auditing.

Based on preliminary discussions with your school district, we are planning to perform the following services for New Hartford Central School District in 2016 – 2017:

- One major financial area for internal audit review – guidance to be provided by your Audit Committee
- Financial Risk Assessment Update
• At least one meeting with the Audit Committee as requested in relation to the above services. Your advance notification on this matter will help to ensure our availability.

Please present this agreement to your audit committee and Board for approval. The agreement should be signed and dated by an authorized individual and by the Board Clerk. If you have any questions or concerns, contact me at 518-479-6867. Please forward the executed inter-municipal agreement to the Questar Central Office to the attention of Barbara Boudreau (bboudreau@questar.org).

Sincerely,

[Signature]

Harry Hadjioannou, CPA
Assistant Superintendent

Enclosure
/bab
AGREEMENT

AGREEMENT made this _________(month) ____ (day), 2016 by and between the Rensselaer, Columbia and Greene Counties Board of Cooperative Educational Services, also known as and hereinafter referred to as "QUESTAR III" with its principal business address at 10 Empire State Boulevard, Castleton, New York 12033 and New Hartford Central School District, hereinafter referred to as "DISTRICT" with a principal business address at 33 Oxford Road, New Hartford, NY 13413.

WITNESSETH:

WHEREAS, Education Law, section 1950(4) (k), as amended by Chapter 263 of the Laws of 2005, provides that a board of cooperative educational services ("BOCES") has the power and duty to establish an internal audit function;

WHEREAS, Education Law, section 2116-b, as added by Chapter 263 of the Laws of 2005, directs that each school district establish an internal audit function to include, among other things, the development of risk assessment of district operations, a review of financial policies and procedures; the testing and evaluation of district internal controls; and an annual review of risk assessment;

WHEREAS, Education Law, section 2116-b authorizes school districts to use inter-municipal agreements to fulfill the internal audit function provided that such function comply with regulations of the Commissioner of Education and meet professional auditing standards;

WHEREAS, General Municipal Law, Article 5-G authorizes the District and Questar III to enter into an inter-municipal agreement to carry out any function or responsibility each has authority to undertake alone;

WHEREAS, QUESTAR III has established an internal audit function and appointed an internal auditor who will provide internal audit functions for QUESTAR III and is ready, willing and able to provide such functions for school districts as may be agreed upon;

WHEREAS, District is desirous of establishing an internal audit function and has determined that QUESTAR III can provide DISTRICT with professional expertise for such purpose; and

WHEREAS, DISTRICT has undertaken a reasonable review of the cost of obtaining professional audit services and has determined that obtaining such services through QUESTAR III will afford best value to the DISTRICT.

NOW, THEREFORE, in consideration of the mutual promises herein given, and other good and valuable consideration, it is agreed as follows:
1. **TERM.** The term of this AGREEMENT shall begin on 07/01/2016 and extend for, through and including 06/30/2017.

2. **WORK.** QUESTAR III shall perform for DISTRICT the services described in Appendix A (SCOPE OF WORK). QUESTAR III shall undertake such WORK in accordance with generally accepted professional practices and applicable regulations of the Commissioner of Education. WORK shall take place at mutually agreeable dates and times.

3. **EQUIPMENT AND OTHER RESOURCES.** Unless otherwise provided in the SCOPE OF WORK, DISTRICT shall provide all of the equipment, supplies, and any other resources required to complete the WORK.

4. **COMPENSATION.** QUESTAR III shall be compensated for the WORK as provided in Appendix B, "SCHEDULE OF FEES." Unless otherwise provided in Appendix B, QUESTAR III's fee shall be all inclusive.

5. **PAYMENT.** Payment for the WORK provided pursuant to this AGREEMENT is dependent upon the satisfactory completion of the WORK and faithful compliance with the terms and conditions of the AGREEMENT by QUESTAR III.

6. **INDEPENDENT CONTRACTOR.** QUESTAR III agrees to provide such WORK to DISTRICT as an independent contractor. It is mutually agreed that for purposes of providing this WORK, any employee or contractor of QUESTAR III shall not be an employee of DISTRICT, and shall neither hold himself/herself out nor claim to be an officer, employee, agent or representative of DISTRICT nor make any claim, demand or application to or for any right based upon any different status.

7. **LIMITS ON COMPENSATION.** QUESTAR III agrees that neither it nor any employee or contractor of it are entitled to participate in any benefit plan provided to the employees of DISTRICT; Worker's Compensation through DISTRICT; unemployment insurance benefits through DISTRICT; nor any other benefit, right and/or privilege available to employees of DISTRICT.

8. **INDEMNIFICATION.** DISTRICT is responsible for establishing and maintaining internal controls for its financial operations. Questar III shall not indemnify District for theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations on the part of District's employees, regardless of whether such theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations occurs before, during, or after completion of the WORK, and District shall not indemnify Questar III for theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations on the part of Questar III's employees under any circumstances.
9. **AVAILABILITY OF INFORMATION, RECORDS AND PERSONNEL.**

DISTRICT shall be responsible for making all financial records, related information and relevant personnel available to Questar III as may be necessary for Questar III to complete WORK. DISTRICT is responsible for the accuracy and completeness of any such information. DISTRICT acknowledges that Questar III will not perform a detailed examination of all transactions and that there is a risk that material misstatements, illegal acts, or noncompliance may exist and not be detected during WORK. The internal audit shall preserve the confidentiality of all DISTRICT information and/or records unless otherwise required by law.

10. **REPORTING RESPONSIBILITIES.** Internal auditors assigned to perform WORK for DISTRICT shall report directly to the Board of Education of DISTRICT. The PARTIES agree that such internal auditors shall have suitable qualifications that allow him or her to undertake internal audit functions, as directed by DISTRICT’s Board of Education, in accordance with generally accepted professional practices and applicable regulations of the Commissioner of Education.

11. **SUBCONTRACTS.** QUESTAR III shall not enter into subcontracts for the performance of work pursuant to this AGREEMENT unless such subcontractors are approved by DISTRICT before the WORK is started.

12. **NON-ASSIGNMENT.** This AGREEMENT may not be assigned by either PARTY or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the OTHER PARTY and any attempt to assign the contract without such written consent will be null and void.

13. **DISPUTE RESOLUTION.** In the event either PARTY has a dispute relating to the execution of WORK or compensation for WORK, including but not limited to the applicability of professional standards for such WORK, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph fourteen (14) of this AGREEMENT.

14. **TERMINATIONS.** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph thirteen (13) of this AGREEMENT.
15. CONVERSION TO CO-SER. In the event that a cooperative service agreement ("Co-Ser") is offered through QUESTAR III for the internal auditor services during the term of this AGREEMENT, each PARTY agrees that this AGREEMENT may be converted to a Co-Ser by mutual consent without compliance with the terms of paragraph fourteen (14).

16. NOTICES. Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) If to QUESTAR III:

    Questar III  
    10 Empire State Blvd.  
    Castleton, New York 12033
    Attn.: Harry Hadjiouannou, Deputy Superintendent

    With a copy to:

    Questar III  
    10 Empire State Blvd.  
    Castleton, New York 12033
    Attn.: Susan M. DiDonato, Esq.

(b) If to District or BOCES

    Mary Mandel  
    Assistant Superintendent for Business Affairs  
    New Hartford Central School District  
    33 Oxford Road  
    New Hartford, NY 13413

17. HEADINGS. Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

18. FULL AGREEMENT. This AGREEMENT, including all appendices, constitutes the full agreement between the PARTIES.
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the
day and year written below

Date: _______________ QUESTAR III

By: ___________________________________________________________________

Name: Dr. Gladys I. Cruz

Title: District Superintendent

Date: _______________ New Hartford Central School District

By: ___________________________________________________________________

Name: __________________________________________________________________

Title: __________________________________________________________________
CERTIFICATION BY BOARD CLERK

I, ________________________, Clerk of the Board of Education for the New Hartford Central School District do certify that an AGREEMENT for certain internal audit functions between the District and Questar III was duly approved by a majority vote of the voting strength of the Board of Education on __________.

Date: ____________

Board Clerk: __________________________________________

Signature

Name: _________________________________________________
CERTIFICATION BY BOARD CLERK

I, Robin Emanatian, Clerk of the Board of Education for the Questar III, Rensselaer Columbia Greene Board of Cooperative Educational Services, do certify that an AGREEMENT for certain internal audit functions between the **New Hartford Central School District** and **Questar III** was duly approved by a majority vote of the voting strength of the Board of Education on ________________.

Date: ________________

Signed: ________________________________________

Name: Robin Emanatian, Board Clerk
APPENDIX A

SCOPE OF WORK

The QUESTAR III will provide the QUESTAR III internal auditor who shall perform the following WORK for DISTRICT on a per diem basis:

A. **Internal Audit Services**
   QUESTAR III will use sampling techniques to test significant operational controls to determine if DISTRICT's internal control structure is operating as designed. This service follows, and is based upon, DISTRICT's risk assessment undertaken no more than one year before the audit service.

   Deliverables: Report to DISTRICT the strengths and/or weaknesses of its internal controls and make recommendations to remediate deficiencies. The internal auditor will also provide an annual update to the financial risk assessment.

B. **Financial Risk Assessment Update**
   QUESTAR III will review the previously issued financial risk assessment and update the report to reflect the District's progress on correcting previously identified risks. The updated assessment will also consider the current status of the operation and may include risks not previously identified. This service shall include the following:
   - Discuss financial controls, operations and procedures with management and key staff members;
   - Review past financial risk assessment comments;
   - Update previously prepared risk assessment to reflect changes in the control environment;
   - Assessment of the current operating environment for the purpose of determining if financial risks have changed and require reporting in the update assessment.

   Deliverables: Report to DISTRICT results of financial risk assessment, to include recommendations for process improvements, if any.
APPENDIX B
SCHEDULE OF FEES

A. DISTRICT agrees to pay QUESTAR III the following fees for WORK identified in Appendix A of this AGREEMENT:

   All inclusive cost to perform this service is $11,475.

   This fee includes a maximum of one area of internal audit service as well as one updated risk assessment. This fee was developed based on our understanding of the size and complexity of the district. The fee could be higher or lower depending on the quality and availability of the information requested at the commencement of the engagement.

B. QUESTAR III will provide DISTRICT with quarterly invoices for services. DISTRICT will pay QUESTAR III no later than thirty (30) days from the date of the billing statement.
NEW HARTFORD CENTRAL SCHOOL DISTRICT
BUSINESS OFFICE
29 Oxford Road
New Hartford, NY 13413

MARY B. MANDEL
Assistant Superintendent
For Business Affairs
Phone: 315-624-1202
Fax: 315-624-1265

TO: Robert J. Nole
Superintendent of Schools

FROM: Mary B. Mandel
Assistant Superintendent for Business Affairs

RE: Board Agenda

DATE: June 21, 2016

Enclosed please find the Treasurer’s Reports effective May 31, 2016.

It is recommended the Board of Education accept this report at their next meeting.

MBM:rak
Enclosures
# New Hartford Central School Treasurer's Report

<table>
<thead>
<tr>
<th>LEDGER BALANCE:</th>
<th>TOTAL</th>
<th>SCHOOL LUNCH</th>
<th>TRUST AND Agency Fund</th>
<th>FEDERAL Fund</th>
<th>BUS</th>
<th>CAPITAL Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BALANCE REPORTED END OF PRECEDING PERIOD</strong></td>
<td><strong>GENERAL FUND</strong></td>
<td><strong>FUND</strong></td>
<td><strong>AGENCY FUND</strong></td>
<td><strong>FUND</strong></td>
<td><strong>BUS</strong></td>
<td><strong>FUND</strong></td>
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<tr>
<td>$17,228,196.95</td>
<td>$27,492.74</td>
<td>$551,615.56</td>
<td>$146,706.26</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

**RECEIPTS FOR PERIOD:**
- Cash Receipts: $44,153.13
- Medicaid: $25,612.47
- Water Pilot DD: $0.00
- State Aid Deposit: $0.00
- Interest Earned: $681.87
- Transfer Due to/from: $178,336.59
- Transfer Health Payments: $1,125,000.00
- Transfer Payroll: $0.00

**TOTAL RECEIPTS:**
- $1,373,684.06
- $0.00
- $1,828,897.91
- $64,228.00
- $0.00
- $0.00

**DISBURSEMENTS FOR PERIOD:**
- $18,601,881.01
- $27,492.74
- $2,380,513.47
- $210,934.26
- $0.00
- $0.00

**TOTAL CASH ACCOUNT BALANCE:**
- $14,421,623.73
- $27,492.74
- $613,489.16
- $208,441.94
- $0.00
- $0.00

**BANK RECONCILATION:**
- **CHECKING ACCOUNT BANK BALANCE:**
  - $13,642,256.50
  - $27,492.74
  - $654,353.13
  - $208,621.94
  - $0.00
  - $0.00
- **LESS OUTSTANDING CHECKS/EFT:**
  - $140,590.35
  - $0.00
  - $40,883.87
  - $180.00
  - $0.00
  - $0.00
- **RECEIPTS/ADJUSTMENTS IN TRANSIT:**
  - $0.00
  - $0.00
  - $0.00
  - $0.00
  - $0.00
  - $0.00
- **NET CHECKING ACCOUNT BALANCE:**
  - $13,501,666.15
  - $27,492.74
  - $613,489.16
  - $208,441.94
  - $0.00
  - $0.00
- **INTEREST ACCOUNT BANK BALANCE:**
  - $919,957.58
  - $0.00
  - $0.00
  - $0.00
  - $0.00
  - $0.00
- **ADJUSTMENTS IN TRANSIT:**
  - $0.00
  - $0.00
  - $0.00
  - $0.00
  - $0.00
  - $0.00
- **TOTAL AVAILABLE CASH:**
  - $14,421,623.73
  - $27,492.74
  - $613,489.16
  - $208,441.94
  - $0.00
  - $0.00
- **TEMPORARY INVESTMENTS:**
  - $0.00
  - $0.00
  - $0.00
  - $0.00
  - $0.00
  - $0.00
- **TOTAL AVAILABLE CASH PLUS TEMPORARY INVESTMENTS:**
  - $14,421,623.73
  - $27,492.74
  - $613,489.16
  - $208,441.94
  - $0.00
  - $0.00

This is to certify that the above cash balances are in agreement with the bank statements as reconciled.

Treasurer of the School District

Received by the Board of Education and entered as part of the minutes of the board meeting held:

Clerk of the Board of Education
### MAY OUTSTANDING

#### GENERAL FUND

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<tr>
<th>Account</th>
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**Total:** 140,590.35

#### SCHOOL LUNCH FUND

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**Total:** 0.00

#### TRUST & AGENCY FUND

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<td>Payroll Checking</td>
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**Total:** 40,863.97

#### FEDERAL/SPECIAL FUND

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**Total:** 180.00

#### BUS FUND

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**Total:** 0.00

#### CAPITAL FUND

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**Total:** 0.00
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$ 15,943.45
# FINANCIAL STATEMENT FOR
# HIGH SCHOOL EXTRACLASSROOM ACTIVITY FUND
# MONTH ENDING MAY 31, 2016

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<tr>
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<th>BALANCE</th>
<th>RECEIPTS</th>
<th>BAL + REC</th>
<th>PAYMENTS</th>
<th>BALANCE</th>
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**TOTAL**

79480.21  6895.76   86375.97  18269.02  68106.95

**DATE:** 6/9/16  
**SIGNATURE:** Darlene V. Brinn  
(Principal)  
(Central Treasurer)
A LOT MORE EARNING, A LOT LESS SPENDING.
Banking is more than just paying bills and socking away a few extra dollars for a rainy day.
It's about planning for life – for moments big and small.
We'll be with you every step of the way.

MEMBERFDIC
First Niagara Bank, N.A. Visit us at firstniagara.com

**SUMMARY OF ACCOUNTS**

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Type</th>
<th>Current Balance ($)</th>
<th>Interest Rate (%)</th>
<th>APY (%)</th>
<th>Interest YTD ($)</th>
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<td>Public Funds Checking</td>
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**Public Funds Checking - xxxxxxxx0832**

**Account Summary**

<table>
<thead>
<tr>
<th>Beginning Balance ($)</th>
<th>Deposits ($)</th>
<th>Interest Paid ($)</th>
<th>Withdrawals ($)</th>
<th>Service Charge ($)</th>
<th>Ending Balance ($)</th>
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<td>18,008.93</td>
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<td>70,211.99</td>
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**Transactions by Date**

<table>
<thead>
<tr>
<th>Date</th>
<th>Transaction Description</th>
<th>Debit (-$)</th>
<th>Credit (+$)</th>
<th>Balance ($)</th>
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<td>76,450.74</td>
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The Following Information Applies to your Deposit Accounts:

In Case of Errors or Questions About Your Electronic Transfers
Telephone us at (716) 625-7600 or 1-800-421-0004 or
Write us at First Niagara Bank, Deposit Operations Dept.,
PO BOX 886, Lockport, NY 14094-0886,
as soon as you can, if you think your statement or receipt is
wrong or if you need more information about a transfer listed
on the statement or receipt. We must hear from you no later
than 60 days after we sent the FIRST statement on which the
problem or error appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are
unsure about, and explain as clearly as you can
why you believe it is an error or why you need
more information.
(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error
promptly. If we take more than 10 business days to do this,
we will credit your account for the amount you think is in error,
so that you will have the use of the money during the time it
takes us to complete our investigation.

Deposit Account Reconciliation Worksheet
The following form can be used to help you reconcile your account
balance from this statement with your account register:
- Mark off on your most recent account record all deposits and
withdrawals appearing on this statement.
- Enter all transfers, automatic deposits or automatic payments in
your account record.
- Be sure to include any interest or dividends earned, which are
listed on this statement.

1. Input the ending balance from this statement: $708111
2. List deposits and credits from your register, which are
not listed on this statement:
   Date          Amount
   __________________________
   __________________________
   __________________________
   __________________________
   __________________________
   __________________________
   2 $____________________
3. Subtotal by adding lines 1 and 2: $708111
4. List outstanding checks, transfers withdrawals or
   purchases that do not appear on this statement:
   Date          Amount
   __________________________
   __________________________
   __________________________
   __________________________
   __________________________
   __________________________
   3 $____________________
5. Subtract from 3, which should match your
   register balance: $708111

If your account does not balance - check the following carefully:
1. Is each check listed in your register entered correctly?
2. Do the amounts of deposits in your checkbook agree with this statement?
3. Have all checks been deducted from your register balance?
4. Have you deducted all bank charges from your register balance?
5. Have you added interest earned on your account?
6. Have you transcribed the correct balance forward for each register page?
7. Have you checked all additions and subtractions in your register?

THE FOLLOWING INFORMATION APPLIES TO YOUR LINE OF CREDIT ACCOUNTS:

DAILY BALANCE METHOD AND INTEREST CHARGED: We determine the balance to
which a daily periodic rate is applied for any day by computing all outstanding advances at
the end of that day by adding to the balance of your account at the beginning of that day all
advances posted to your account that day and subtracting from the sum resulting from the
addition all payments and other credits posted to your account that day and all interest
charges and other charges included in the balance of your account at the beginning of the
period. The balance so determined is then multiplied by the daily periodic rate shown on the
front to determine the interest charged shown on the front.

CREDITING OF PAYMENTS: To ensure that your payment is credited to your account the
same day we receive it, it must be (a) made in United States funds in cash delivered in
person or by check or money order payable to our order, (b) accompanied by the payment
stub included with this statement or your line of credit account number, and (c) received by
us at any of our offices by 5:00 p.m. on any day Monday through Friday that is not a legal
holiday.

DISPUTED AMOUNT: You are not required to pay any specific amount you have properly
reported to us as disputed pending our compliance with applicable law.

BILLING RIGHTS SUMMARY
In Case of Errors or Questions about Your Bill
If you think your bill is wrong, or if you need more information about a transaction on your
bill, write us on a separate sheet at First Niagara Bank, Attention: Loan Servicing, P.O. Box
514, Lockport, NY 14094-0514, as soon as possible. We must hear from you no later than
60 days after we sent you the first bill on which the error or problem appeared. You can
telephone us at (716) 625-7600 or 1-800-421-0004, but doing so will not preserve your
rights.

In your letter, please give us the following information - (1) your name and account
number, (2) the dollar amount of the suspected error, (3) a description of the error and (4)
explain, if you can, why you believe there is an error. If you need more information, describe
the item you are unsure about.

We do not have to pay any amount in question while we are investigating, but you are still
required to pay the parts of your bill that are not in question. While we investigate your
question, we cannot report you as delinquent or take any action to collect the amount you
question.

PAYMENT INSTRUCTIONS
Please detach the coupon portion of this statement and mail payment to the address
below. DO NOT SEND cash. Please do not include other correspondence with your
payment.
Mail Payment to:
First Niagara Bank, N.A.
PO BOX 28
Buffalo, NY 14240-0028

Mail Correspondence to:
First Niagara Bank, N.A.
Loan Servicing
PO Box 514
Lockport, NY 14094-0514

For Billing Inquiries By Phone:
Customer Contact Center
Toll Free - 1-800-421-0004
Website Address:
www.FirstNiagara.com

IMPORTANT NOTICE ABOUT ELECTRONIC CHECK CONVERSION
When you provide a check as payment, you authorize us to use information from your
check to make a one-time electronic funds transfer from your account. In certain
circumstances, such as technical or processing reasons, we may process your payment as
a check transaction. When we use information from your check to make an electronic
funds transfer, funds may be withdrawn from your account as soon as the same day your
payment is received, and you will not receive your check back.

IMPORTANT CREDIT REPORTING NOTIFICATION
We may report information about your account to credit bureaus. Late payments or other
defauls on your account may be reflected in your credit report. You have the right to
inspect the accuracy of information that we have reported by calling us at 1-800-421-0004
or writing to us at the address above and describing the specific information that is
incorrect or incomplete. Please include your name, account number, and dollar amount of
the default.

Office of Availability of Homeownership Counseling
(for real-estate secured loans)
The Department of Housing and Urban Development (HUD) offers counseling for
homeowners whose mortgage loans have become delinquent. This counseling could help
you avoid foreclosure and you are urged to seek it. To find a Counseling Agency near you,
please call 1-800-569-1287. You may also visit HUD's website at www.hud.gov.
STATE OF NEW YORK  
DEPARTMENT OF AUDIT AND CONTROL  
DIVISION OF MUNICIPAL AFFAIRS  

District: New Hartford  
County: Oneida  

MONTHLY FINANCIAL STATEMENT ON EXTRACURRICULAR ACTIVITY FUNDS  
PERRY JUNIOR HIGH SCHOOL  

<table>
<thead>
<tr>
<th>Group</th>
<th>Balance</th>
<th>Receipts</th>
<th>Bal + Rec</th>
<th>Payments</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art Club</td>
<td>$394.31</td>
<td>$0.00</td>
<td>$394.31</td>
<td>$0.00</td>
<td>$394.31</td>
</tr>
<tr>
<td>Builder's Club</td>
<td>$295.90</td>
<td>$0.00</td>
<td>$295.90</td>
<td>$0.00</td>
<td>$295.90</td>
</tr>
<tr>
<td>Freshman Class</td>
<td>$5,618.75</td>
<td>$1,887.00</td>
<td>$7,505.75</td>
<td>$4,161.46</td>
<td>$3,344.29</td>
</tr>
<tr>
<td>Janus</td>
<td>$308.73</td>
<td>$0.00</td>
<td>$308.73</td>
<td>$0.00</td>
<td>$308.73</td>
</tr>
<tr>
<td>Latin Club</td>
<td>$448.06</td>
<td>$0.00</td>
<td>$448.06</td>
<td>$0.00</td>
<td>$448.06</td>
</tr>
<tr>
<td>Perry Jazz Band</td>
<td>$22.39</td>
<td>$0.00</td>
<td>$22.39</td>
<td>$0.00</td>
<td>$22.39</td>
</tr>
<tr>
<td>Student Council</td>
<td>$2,835.98</td>
<td>$0.00</td>
<td>$2,835.98</td>
<td>$0.00</td>
<td>$2,835.98</td>
</tr>
<tr>
<td>Veteran's Club</td>
<td>$5.99</td>
<td>$0.00</td>
<td>$5.99</td>
<td>$0.00</td>
<td>$5.99</td>
</tr>
<tr>
<td>World Languages Club</td>
<td>$15.98</td>
<td>$0.00</td>
<td>$15.98</td>
<td>$0.00</td>
<td>$15.98</td>
</tr>
<tr>
<td>Yearbook</td>
<td>$2,781.51</td>
<td>$0.00</td>
<td>$2,781.51</td>
<td>$0.00</td>
<td>$2,781.51</td>
</tr>
<tr>
<td>PAL2PAL</td>
<td>$218.52</td>
<td>$0.00</td>
<td>$218.52</td>
<td>$0.00</td>
<td>$218.52</td>
</tr>
</tbody>
</table>

**TOTAL**  
$12,946.12 $1,887.00 $14,833.12 $4,161.46 $10,671.66

5-1-16 to 5-31-16  

Signed:  
Central Treasurer  

Auditor  
Principal  

[Signature]  
[Signature]
## SUMMARY OF ACCOUNTS

<table>
<thead>
<tr>
<th>Account</th>
<th>Account Type</th>
<th>Current Balance ($)</th>
<th>Interest Rate (%)</th>
<th>APY (%)</th>
<th>Interest YTD ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>xxxxxxx0840</td>
<td>Public Funds Checking</td>
<td>10,671.66</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Public Funds Checking - xxxxxxx0840

#### Account Summary

<table>
<thead>
<tr>
<th>Beginning Balance ($)</th>
<th>Deposits ($)</th>
<th>Interest Paid ($)</th>
<th>Withdrawals ($)</th>
<th>Service Charge ($)</th>
<th>Ending Balance ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12,946.12</td>
<td>1,887.00</td>
<td>.00</td>
<td>4,161.46</td>
<td>.00</td>
<td>10,671.66</td>
</tr>
</tbody>
</table>

#### Transactions by Date

<table>
<thead>
<tr>
<th>Posting Date</th>
<th>Transaction Description</th>
<th>Debit (-$)</th>
<th>Credit (+$)</th>
<th>Balance ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/05</td>
<td>Deposit</td>
<td></td>
<td>1,662.00</td>
<td>14,608.12</td>
</tr>
<tr>
<td>05/06</td>
<td>Deposit</td>
<td></td>
<td>225.00</td>
<td>14,833.12</td>
</tr>
<tr>
<td>05/09</td>
<td>Check Num 1197</td>
<td>3,360.00</td>
<td></td>
<td>11,673.12</td>
</tr>
<tr>
<td>05/12</td>
<td>Check Num 1196</td>
<td>350.00</td>
<td></td>
<td>11,473.12</td>
</tr>
<tr>
<td>05/16</td>
<td>Check Num 1199</td>
<td>49.95</td>
<td></td>
<td>11,703.07</td>
</tr>
<tr>
<td>05/19</td>
<td>Check Num 1198</td>
<td>401.51</td>
<td></td>
<td>10,671.66</td>
</tr>
</tbody>
</table>

#### Checks in Order

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1196</td>
<td>05/12</td>
<td>350.00</td>
</tr>
<tr>
<td>1197</td>
<td>05/09</td>
<td>3,360.00</td>
</tr>
</tbody>
</table>

### Check Details

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Date</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1198</td>
<td>05/19</td>
<td>401.51</td>
</tr>
<tr>
<td>1199</td>
<td>05/16</td>
<td>49.95</td>
</tr>
</tbody>
</table>
THE FOLLOWING INFORMATION APPLIES TO YOUR LINE OF CREDIT ACCOUNTS:

DAILY BALANCE METHOD AND INTEREST CHARGED. We determine the balance to which a daily periodic rate is applied for any day by computing all outstanding advances at the end of that day by adding to the balance of your account at the beginning of that day all advances posted to your account that day and subtracting from the sum resulting from the addition all payments and other credits posted to your account that day and all interest charges and other charges included in the balance of your account after the application of the payments and other credits to items included in the balance of your account. The Balance Subject to Interest charges shown on the front may be multiplied by first the Days in Billing Cycle shown on the front and then by the Daily Periodic Rate shown on the front to determine the Interest Charged shown on the front.

CREDITOR OF PAYMENTS. To ensure that your payment is credited to your account the same day we receive it, it must be (a) made in United States funds in cash delivered in person or by check or money order payable to our order, (b) accompanied by the payment stub included with this statement or your line of credit account number, and (c) received by us at any of our offices by 5:00 p.m. on any day Monday through Friday that is a legal holiday.

DISPUTED AMOUNT. You are not required to pay any specific amount you have properly reported to us as disputed pending our compliance with applicable law.

BILLING RIGHTS SUMMARY

In Case of Errors or Questions about Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at First Niagara Bank, Attn: Loan Servicing, P.O. Box 514, Lockport, NY 14095-0514, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at (716) 625-7600 or 1-800-421-0004, but doing so will not preserve your rights.

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PAYMENT INSTRUCTIONS

Please detach the coupon portion of this statement and mail it to the address below. DO NOT SEND cash. Please do not include other correspondence with your payment.

Mail Payment to:
First Niagara Bank, N.A.
PO BOX 28
Buffalo, NY 14240-0028

Mail Correspondence to:
First Niagara Bank, N.A.
Loan Servicing
PO Box 514
Lockport, NY 14095-0514

For Billing Inquiries by Phone: Customer Contact Center Toll Free 1-800-421-0004
Website Address: www.FirstNiagara.com

IMPORTANT NOTICE ABOUT ELECTRONIC CHECK CONVERSION

When you provide a check as payment, you authorize us to use information from your check to make a one-line electronic funds transfer from your account. In certain circumstances, such as technical or processing reasons, we may process your payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day your payment is received, and you will not receive your check back.

IMPORTANT CREDIT REPORTING NOTIFICATION

We may report information about your account to credit bureaus. Late payments or other defaults on your account may be reflected in your credit report. You have the right to dispute the accuracy of information that we have reported about you. For disputes, please contact us at the address above and describe the specific information that is inaccurate or out of date. Please include your name, account number, and dollar amount of the charge.

NOTICE of AVAILABILITY OF HOMEOWNERSHIP COUNSELING

(For real-estate secured loans)

The Department of Housing and Urban Development (HUD) offers counseling for homeowners whose mortgage loans have become delinquent. This counseling could help you avoid foreclosure and you are urged to seek it. To find a Counseling Agency near you, please call 1-800-569-4287. You may also visit HUD's website at www.hud.gov.
NEW HARTFORD CENTRAL SCHOOL DISTRICT
BUSINESS OFFICE
29 Oxford Road
New Hartford, NY 13413

MARY B. MANDEL
Assistant Superintendent
For Business Affairs
Phone: 315-624-1202
Fax: 315-624-1265

TO: Robert J. Nole
Superintendent of Schools

FROM: Mary B. Mandel
Assistant Superintendent for Business Affairs

RE: Board Agenda

DATE: June 21, 2016

I am enclosing the Budget Transfers effective May 31, 2016.

It is recommended the Board of Education approve these transfers at their next meeting.

MBM:rak
Enclosure
## New Hartford Central School
### May 31, 2016 Board of Education Budget Transfers

<table>
<thead>
<tr>
<th>TO ACCOUNT#</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>FROM ACCOUNT#</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1620.161</td>
<td>Non Instructional Salary-Subs</td>
<td>3,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1620.162</td>
<td>Non Instructional Salary-OT</td>
<td>4,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Unanticipated expense associated with medical leave</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2330.150</td>
<td>Instructional Salaries</td>
<td>200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Unanticipated salary expense</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2855.420</td>
<td>Contractual</td>
<td>15,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2855.450</td>
<td>Materials &amp; Supplies</td>
<td>3,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Re-Coding of athletic trainer expense</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2110.120.00</td>
<td></td>
<td></td>
<td>A2110.120.00</td>
<td>7,700.00</td>
</tr>
<tr>
<td>A2855.150.00</td>
<td></td>
<td></td>
<td>A2855.150.00</td>
<td>18,000.00</td>
</tr>
</tbody>
</table>

**Total:** 25,700.00
To: Mr. Robert Nole, Superintendent

From: Mr. Richard D. Hunt

Re: Request to Rename the Ralph Perry Junior High LGIR-“The Helen Sperling Large Group Instruction Room”

Date: June 9, 2016

Kindly consider our request per New Hartford Central School Board of Education Policy 2200.

I. Name: The Helen Sperling Large Group Instruction Room.

II. Purpose: Honor the legacy of Mrs. Helen Sperling, Holocaust survivor.

III. Statement of Contribution: Mrs. Sperling annually visited Ralph Perry Junior High School to relate her incredible experiences as a Holocaust survivor. Thousands of New Hartford students will always remember her messages: “Don’t be a bystander”; Forgive, but never forget”; “Silence is complicity”.

Mrs. Sperling donated her precious Holocaust books to the libraries of New Hartford High School, Ralph Perry Junior High, and Clinton High School.

IV. Supporting documentation: The following members of the Perry Junior High School faculty support this request. (Please see the attached)
NAMING SCHOOL FACILITIES

I. The Board of Education is responsible for naming any new or existing facility. The Board, in its discretion, may establish procedures for the naming of any building or other district facility. Opportunities for public comments will be included in the process. In selecting a name for any facility, the Board may take into account those persons who have made extraordinary contributions to the school district or its students. Suitable building plaques or other memorials may be authorized by the Board.

II. Requests for naming facilities should be submitted in writing to the Superintendent of Schools stating name, purpose, statement of contribution and supporting documentation.