AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Recognition of Visitors and Delegations
   - Technology Presentation – CJ Amarosa

4. Approval of Minutes – 9/8/15

5. Correspondence and Communications

6. Board Committee Reports
   - Buildings, Grounds & Transportation Committee – 9/8/15
   - Staffing & Curriculum Committee – 9/10/15

7. New Business
   A. Personnel
      1. Appointments
         a. Substitute Teacher List

            It is recommended that the following be appointed to the per diem substitute teacher list:

            Name:                Certification:
            Shaun Hadity        Physical Education
            Bridgette Avery     Childhood Education (1-6)
            Lena Brock          Uncertified
7. New Business (cont'd.)

B. NYSSBA Voting Delegate/Alternate

   It is recommended that a voting delegate and an alternate voting delegate be appointed for the 2015 Annual New York State School Boards Association Convention.

C. Vocational Services Contract

   It is recommended that the contract with The Kelberman Center for vocational services for the 2015-2016 school year be approved.

D. Budget Transfers

   It is recommended that the July 31, 2015 Budget Transfers be approved.

8. Other Business

   - Legislative Update and Ongoing Board Strategy

   - OMH - SBI General Membership Meeting with Regent Bottar - Mr. Flemma

9. Adjournment
NEW HARTFORD CENTRAL SCHOOL DISTRICT  
Regular Meeting of the Board of Education  
Bradley Elementary School Library  
Tuesday, September 8, 2015  
7:00 P.M.

Members Present: Ms. Coombs, Mr. Flemma, Mr. Jadhon, Ms. King, Ms. Philipson, Mr. Piotrowski, Mr. Stephens

Others Present: Mr. Nole, Mr. Hyde, Ms. Mandel, and Ms. Heil

The meeting was called to order at 6:59 p.m. by Board President, Mr. Piotrowski.

Pledge of Allegiance

Recognition of Visitors and Delegations

The Board recognized Laurie and David Barr.

- End of Season Spring Report – Mr. Banek reviewed the highlights contained in the End of Season Spring Report.

- Combined Girls Ice Hockey Team Proposal – Mr. Banek reviewed the program proposal for a girls varsity ice hockey team.

  Ms. Coombs moved and Mr. Flemma seconded that the Board of Education authorize the superintendent of schools to execute the Memorandum of Agreement between the New Hartford Central School District and the Clinton Central School District to participate as a combined Girls Varsity Ice Hockey team during the 2015-2016 school year

  Ayes 7, nays 0, motion carried.

Approval of Minutes

  Mr. Stephens moved and Mr. Flemma seconded that the minutes from the August 17, 2015 Meeting be approved.

  Ayes 7, nays 0, motion carried.

Correspondence and Communications

  Mr. Nole provided an update on the first day of school. The Board of Education also received pens noting the district’s gold medal achievement in 2015. Mr. Nole referenced an addendum for this meeting. He also reminded the Board that the election for a delegate for the business meeting at the New York State School Boards Association’s Annual Convention in October will take place at the next Board of Education meeting.
Board Committee Reports

Buildings, Grounds & Transportation Committee – 8/31/15

Mr. Flemma reported: The committee met to discuss a competitive bid to obtain a high resolution LED scoreboard at a significantly reduced price. The Foundation has agreed to support the purchase. The Buildings, Grounds & Transportation Committee is recommending that the bid be presented to the Board of Education at its September 8, 2015 meeting. The existing scoreboard will be recommended for surplus as it has exceeded its useful life. It will be advertised for sale.

New Business

A. Personnel

1. Resignations/Retirement Resignation

   a. Teacher Assistant

      Ms. Coombs moved and Mr. Flemma seconded that the resignation of Caitlin Kerr from the position of teacher assistant be accepted, effective August 7, 2015.

      Ayes 7, nays 0, motion carried.

   b. Permanent Substitute Elementary Teacher

      Ms. Coombs moved and Ms. King seconded that the resignation of Allison Paravati from the position of permanent substitute elementary teacher be accepted, effective August 25, 2015.

      Ayes 7, nays 0, motion carried.

   c. Bus Driver

      Ms. King moved and Ms. Philipson seconded that the retirement resignation of Brian Mathews from the position of bus driver be accepted, with deep regret, effective August 30, 2015.

      Ayes 7, nays 0, motion carried.
2. Appointments

a. Library Media Specialist

Ms. King moved and Ms. Coombs seconded that upon the recommendation of Robert J. Nole, Superintendent of Schools, Jennifer King is hereby appointed on probation to the special subject tenure area of library media specialist. The service shall begin on September 9, 2015 and end on August 31, 2018. The appointee is certified (professional) in childhood education (1-6) and (supplemental) as a library media specialist.

Ayes 7, nays 0, motion carried.

b. Teacher Assistant

Mr. Fleemma moved and Ms. Philipson seconded that upon the recommendation of Robert J. Nole, Superintendent of Schools, Brittany Smith is hereby appointed on probation to the tenure area of teacher assistant. The service shall begin on September 9, 2015 and end on August 31, 2019. The appointee is certified (initial) in childhood education (1-6), early childhood education (initial) (B-2) and as a teaching assistant level 1.

Ayes 7, nays 0, motion carried.

c. Permanent Substitute Elementary Teacher

Mr. Stephens moved and Ms. King seconded that upon the recommendation of Robert J. Nole, Superintendent of Schools, Julie Fornino is hereby appointed to the position of permanent substitute elementary teacher. The service shall begin on September 9, 2015 and end on January 30, 2016, pursuant to the agreement with the collective bargaining unit. The appointee is certified (permanent) in childhood education (1-6).

Ayes 7, nays 0, motion carried.

d. Advisor

Ms. Coombs moved and Mr. Fleemma seconded that JoAnne Goodemote be appointed to the position of Tri-M advisor at the Sr. High School for the 2015-2016 school year.

Ayes 7, nays 0, motion carried.
e. Driver Education Teachers

Ms. Coombs moved and Mr. Fiemma seconded that the following be appointed as driver education teachers for the 2015-2016 school year:

Paul Bisaccia, fall semester
Ashley Fox, spring semester

Ayes 7, nays 0, motion carried.

f. Substitute Cleaners

1. Ms. Coombs moved and Ms. King seconded that William Bonville be appointed to the position of substitute cleaner, effective September 9, 2015, pending satisfactory clearance for employment by the State Education Department.

Ayes 7, nays 0, motion carried.

2. Mr. Stephens moved and Mr. Fiemma seconded that Peter Obernesser be appointed to the position of substitute cleaner, effective September 9, 2015.

Ayes 7, nays 0, motion carried.

g. Substitute Bus Driver

Ms. Coombs moved and Ms. Philipson seconded that Tammy Lewandrowski be appointed to the position of substitute bus driver, effective September 9, 2015, pending satisfactory clearance for employment by the State Education Department.

Ayes 7, nays 0, motion carried.

h. Part-Time Physical Education Teacher

Ms. Philipson moved and Ms. King seconded that upon the recommendation of Robert J. Nole, Superintendent of Schools, Shaun Hadity is hereby appointed to the position of part-time physical education teacher. The service shall begin on September 9, 2015 and end on June 30, 2016. The appointee is certified (permanent) in physical education.

Ayes 7, nays 0, motion carried.
i. Masque Advisors

Ms. Stephens moved and Ms. Coombs seconded that the following be appointed as Masque advisors for the 2015-2016 school year:

Matt Romanow  
Rusty Ritzel  
Trevor Jones  
Christine Krumbach  
Jonathan Vaughn

Ayes 7, nays 0, motion carried.

3. Reclassification

Ms. Coombs moved and Ms. Philipson seconded that Gina Antone be reclassified from the position of DP aide class I to the position of DP aide class J, effective July 1, 2015.

Ayes 7, nays 0, motion carried.

B. Committee on Pre-School Special Education (CPSE)

Mr. Stephens moved and Mr. Jadhon seconded that the recommendations from the Committee on Pre-School Special Education’s meeting of August 25, 2015 (3) be approved.

Ayes 7, nays 0, motion carried.

C. Treasurer’s Report

Ms. Coombs moved and Ms. Philipson seconded that the July 31, 2015 Treasurer’s Report be accepted.

Ayes 7, nays 0, motion carried.

D. LED Video Display Scoreboard Bid 2015 – 2016

Ms. Philipson moved and Mr. Stephens seconded that the LED Video Display Scoreboard Bid for the 2015-2016 school year be awarded to Eversan, Inc. as reviewed by the Buildings, Grounds and Transportation Committee.

Information: Invitations to bid were mailed to two companies. A sealed bid was received from one vendor for consideration.

Ayes 7, nays 0, motion carried.
E. Resolution for the Re-Certification of Lead Evaluator of Principals

Ms. Coombs moved and Ms. Philipson seconded that the following resolution be adopted:

WHEREAS, the Board of Education has been provided evidence that Robert Nole has completed training which meets the requirements of the Regents Rules and the New Hartford Central School District Annual Professional Performance Review Plan for re-certification as Lead Evaluator of principals, therefore

BE IT RESOLVED, that, Robert Nole be re-certified as Lead Evaluator of principals.

Ayes 7, nays 0, motion carried.

F. Resolution for the Re-Certification of Lead Evaluator of Principals

Ms. Coombs moved and Ms. Philipson seconded that the following resolution be adopted:

WHEREAS, the Board of Education has been provided evidence that Allen Hyde has completed training which meets the requirements of the Regents Rules and the New Hartford Central School District Annual Professional Performance Review Plan for re-certification as Lead Evaluator of principals, therefore

BE IT RESOLVED, that, Allen Hyde be re-certified as Lead Evaluator of principals.

Ayes 7, nays 0, motion carried.

G. Resolution for the Re-Certification of Lead Evaluators of Teachers

Mr. Flemma moved and Ms. King seconded that the following resolution be adopted:

WHEREAS, the Board of Education has been provided evidence that Mark Benson, Keith Levatino, Maureen Futscher, Kathy Carney, Cindy Langone, Ashraf Allam, Timothy Crowe and Elisabeth Relyea have completed training which meets the requirements of the Regents Rules and the New Hartford Central School District Annual Professional Performance Review Plan for re-certification as Lead Evaluators of teachers, therefore

BE IT RESOLVED, that, upon the recommendation of the superintendent of schools, Mark Benson, Keith Levatino, Maureen Futscher, Kathy Carney, Cindy Langone, Ashraf Allam, Timothy Crowe and Elisabeth Relyea be re-certified as Lead Evaluators of teachers.

Ayes 7, nays 0, motion carried.
Other Business

- Legislative Update and Ongoing Board Strategy

Mr. Piotrowski requested that, following the September 17th meeting at OHM BOCES with Regent Bottar, Mr. Flemma provide a report to the Board of Education at their September 22nd meeting. Mr. Piotrowski also asked that, in preparation for the NYS School Boards Association's business meeting at the annual convention, Board members please read the bylaws that were previously distributed in a Friday Letter.

EXECUTIVE SESSION

Mr. Jadhon moved and Ms. Coombs seconded that the Board go into Executive Session at 8:15 p.m. for the purpose of discussing the employment history of a particular person.

Ayes 7, nays 0, motion carried.

The Board unanimously agreed to go out of Executive Session at 8:40 p.m.

Ayes 7, nays 0, motion carried.

Adjournment

Mr. Flemma moved and Ms. Coombs seconded that the meeting be adjourned at 8:41 p.m.

Ayes 7, nays 0, motion carried.

Respectfully submitted,

Betty Heil, Clerk
NEW HARTFORD CENTRAL SCHOOL DISTRICT
BUILDINGS, GROUNDS AND
TRANSPORTATION COMMITTEE

Minutes
September 8, 2015
5:00 p.m.

Members Present: Mr. Ed Flemma, Chair
Mrs. Beth Coombs
Mr. Jim Stephens

Others Present: Mrs. Mary Mandel
Mr. Robert Nole
Mr. Andy Morgan
Mr. John Banek
Mr. Peter Gagliano

Mr. Flemma called the meeting to order at 5:00 p.m.

Safety Update:
Mr. Banek distributed and reviewed the District Safety Committee meeting minutes from their August 20, 2015 meeting. Topics such as the New York State Emergency Response Language, also known as “SHELL,” were discussed. The Safety committee determined that the use of the term “lockdown” will be used in a true life threatening event and “Lockout” would only be implemented when there is an imminent concern outside the building. The Building Principals reviewed this new, common language at their faculty meetings. Mr. Nole requested that Mr. Banek also communicate “SHELL” language and its meaning in the next newsletter to inform parents.

Mr. Banek reported that he attended a meeting at the homeland security office with a representative from the New Hartford Police Department to obtain updates on the “Mutual Link” emergency notification system that we have in the district.

Mr. Banek reported that he is concerned about overuse at the Corr field and Turf field from people that haven’t submitted a building use request form. It was suggested that a security camera and field use notification signs be placed in both locations. Also, communication on the procedure to follow on proper field use will be placed on the District website and the Town Crier.

Mrs. Coombs inquired about the location of AED location notification signs. Mr. Banek and Mr. Morgan will provide the Buildings, Grounds and Transportation Committee with an AED sign location site plan at their next meeting.

Mr. Morgan and Mr. Gagliano both reviewed the Safety training that was provided to all of their staff members over the summer months.
Mrs. Mandel reviewed the results of the School Safety Officer survey which yielded 434 responses. 64% of the responses were highly satisfied, 28% satisfied, 5% neutral and 2% dissatisfied/highly dissatisfied. In summary 92% of the ratings were satisfied or above with many positive comments included in the survey.

To summarize the topic of safety, Mrs. Coombs reminded the team that the focus/theme to communicate to faculty, staff, and students is “see something, say something.”

**Scoreboard Update:**
Mr. Flemmo reviewed the fundraising efforts already in place by The Foundation to support the purchase of a high resolution LED scoreboard. He reviewed the current fundraising goals and funds obtained to date by The Foundation indicating a commitment to pay for the 2015-2016 invoice based on a non-specified amount. The specific fundraising dollars are unknown at this time. The Foundation Committee is meeting on October 5, 2015 when this topic will be discussed again. The Buildings, Grounds and Transportation Committee is recommending that the District move forward with keeping the bid on the Board of Education agenda for review and approval on September 8, 2015.

**Additional Members present for Building Tours:**
Mr. Piotrowski, Mr. John Jadhon, Mrs. Pam King, Mrs. Lisa Philipson

**Building Tours:**
Mrs. Mandel and Mr. Morgan toured Bradley Elementary School, the Senior High School and the Transportation Garage with the Board of Education members, Mr. Nole, Mr. Gagliano, Building Principals and Mr. Volz.

**Adjournment:**
The meeting was adjourned at 6:30 p.m.

The next Buildings, Grounds and Transportation Committee meeting will be Tuesday, October 6, 2015 at 5:30 p.m. Meeting will consist of building tours with the entire Board of Education meeting at Myles Elementary at 5:30 p.m., proceeding to Hughes Elementary and finishing with Perry Junior High prior to the Board of Education meeting.
New Hartford Central School District  
Staffing and Curriculum  
Minutes  
September 8, 2015  
12:00 p.m.

Members Present: Lisa Philipson, Ed Flemma, Pam King

Others Present: Bob Nole, Allen Hyde

Call to Order: By Mrs. Philipson at 11:59 pm

Received District Initiatives  
Mr. Hyde presented the District Initiatives. Highlights included:
- Implementing 15:1 program at Perry Junior High School
- Continue to analyze student data by Looking Back and Planning Ahead (Action Plan Protocol)
- Specialize professional development using the Teach Like A Champion Framework. Also offering Mindset, Daily Five, Close Reading (all available on-line).
- Pilot 6 + 1 Traits of Writing at the elementary level in designated classrooms - This was all voluntary - Teacher Leaders
- Continued support for teachers who are adapting New York State ELA and math modules
- Mindset
- Investigate STE(A)M programming

Received Curriculum Cycle Calendar  
Mr. Hyde reported that Social Studies will be part of the Curriculum Review Cycle for the 2015 - 2016 school year. Plans include:
- Conducting a professional literature review
- Conducting an internal and external audit
- Consulting with educational experts in the area of Social Studies
- Articulating a vision for the future
- Articulating the elements of an exemplary program
- Developing program recommendations

Received Staffing and Curriculum Committee Calendar  
Mr. Hyde stated we will continue to focus on a continuous improvement model with an emphasis on Board of Educational goals. We will also review school improvement plans, review class sizes, staffing and department chair reports.
Opening Day
Mr. Hyde reported that all faculty attended a presentation by David Meketon. He discussed strategies on fostering grit and self-control in the classroom. This work coincides with our mindset initiative. He also presented to parents as well as administrators.

Received Summer Curriculum Alignment Process (CAP) information
Mr. Hyde shared the highlights of CAP, items included:
- Reviewing assessments for Journeys and EnVision Math
- Development of Key Concept reference sheets for ELA and math
- Information on Guided Reading at the elementary level
- Continue to streamline benchmark and unit tests in order to increase instructional time
- Curriculum changes will continue to be monitored in order to assist teachers with continued implementation

Next meeting: Thursday, October 8, 2015, at 12:00

Meeting adjourned: 1:05 p.m.
Name: Shaun Hadity

Address:

Position: Certified Per Diem Substitute Teacher

**Educational Background:**
Bachelor of Science in Physical Education - SUNY Cortland
Associates Degree in Physical Education - Herkimer County Community College

**Education Experience:**
Student Teacher Physical Education - Grades 5-8 - Westmoreland Middle School
Student Teacher Physical Education - K-6 - Memorial Park School, Waterville

**Certification Status:**

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<th>Issue Date</th>
<th>End Date</th>
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**Effective Date Pending Board of Education approval:**
September 23, 2015

**Salary Justification:**
Per New Hartford Teachers’ Association Contract - Per Diem certified rate at $78.00 per day

September 3, 2015
NEW HARTFORD CENTRAL SCHOOL DISTRICT

Name: Bridgette Avery

Address:

Position: Certified Per Diem Substitute Teacher

Educational Background:
Bachelor of Science, Psychology/Elemen. & Special Ed. Grd. 1-6-LeMoyne College, Syracuse

Education Experience:
Student Teacher, Literacy Grd. 3 & 4 - Cathedral Academy, Pompei - 2015
Student Teacher, Grd. 1 & 2 Rescource - Rockwell Elementary, Camillus - 2012

Certification Status:

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Effective Date Pending Board of Education approval:
September 23, 2015

Salary Justification:
Per New Hartford Teachers’ Association Contract - Per Diem certified rate at $78.00 per day

September 1, 2015
Name: Lena Brock

Address:

Position: Uncertified Per Diem Substitute Teacher

Educational Background:
Master of Arts in Teaching-University of Great Falls, Montana
Bachelor of Science, Liberal Science-Excelsior College, Albany NY

Education Experience:
Substitute Physical Ed. & Health Teacher-Grades 6,7 & 8 - Snoqualmie Schools, Fall City, WA
Substitute Teacher, K-12 - Snoqualmie School District - Snoqualmie, WA - 2008-2012

Certification Status:

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Effective Date Pending Board of Education approval:
September 23, 2015

Salary Justification:
Per New Hartford Teachers’ Association Contract - Per Diem uncertified rate at $72.00 per day

September 1, 2015
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: Vocational Services Contract

DATE: September 1, 2015

Enclosed please find a recommendation from Ashraf Allam regarding the attached Vocational Services contract for The Kelberman Center.

It is recommended that the District contract with The Kelberman Center for Vocational Services for the 2015-2016 school year and this contract be submitted to the Board of Education for approval at their next meeting.

Thank you.

MBM:rak
Enclosures
To: Mary Mandel  
From: Ashraf Allam  
CC:  
Date: 8/31/15  
Re: Vocational Services Contract

Memo

Attached please find a proposed contract for the Kelberman Center to provide vocational and transition services to district students. Part 200 of the Commissioner’s Regulations mandates the provision of those services, and the district has contracted with ARC of Oneida Lewis and BOCES for those services in the past. The Kelberman Center will be an additional provider, allowing our students more choices in selecting vocational options.

If approved, please send the original signed copy to the Kelberman Center. Please forward a signed copy for my records.

Thank you for your assistance in this matter.
SERVICE AGREEMENT BETWEEN
KELBERMAN CENTER, INC.
AND
NEW HARTFORD SCHOOL DISTRICT
FOR THE 2015-2016 SCHOOL YEAR

THIS AGREEMENT is effective this 26th day of August 2015, between the Kelberman Center, Inc. (hereinafter referred to as "KC"), a New York not-for-profit corporation located in Utica, New York, and New Hartford School District, a New York State School District located in New Hartford, New York (hereinafter referred to as "School District"), related to Autism Services to be provided to the School District by the Kelberman Center, Inc.

WITNESSETH

WHEREAS, KC, is a not-for-profit corporation whose mission is providing a regional center for excellence for individuals with autism spectrum disorders and related learning challenges, and

WHEREAS, The School District wishes to engage the technical assistance of KC in providing Autism Services, specifically a vocational learning opportunity program. The Kelberman Center will develop and provide student support services in a work readiness internship program hosted by an areas business.

WHEREAS, the Student refers to the individual district student(s) participating in the program

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties as follows:

1. **OBLIGATIONS OF KC.** KC hereby agrees to use its best efforts to provide a four hour per day work readiness program for $17,889.00 student per student annually. KC shall send a monthly invoice in the amount of $1,788.90 for 10 months beginning in September and ending in June. Performed Services under this Agreement shall be billed on a monthly basis, following the delivery of service. This Agreement reflects a fee per month. The program will continue so long as the host internship site agrees and continues to offer to host an internship for the student. The Kelberman Center shall provide direct supports for the student and develop the vocational preparation program. The Kelberman Center shall transport the student from school and return the student to his home. The program is estimated to run from 12:15 to 4:15 Monday through Friday during the academic calendar.

2. **OBLIGATIONS OF THE SCHOOL DISTRICT.** The School District hereby agrees to promptly provide payment on a monthly basis, within thirty (30) days of invoice.

3. **RELATIONSHIP BETWEEN KC AND THE SCHOOL DISTRICT.**
   3.1 None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between KC and the School District other than that of independently operated entities contracting with each other solely to effectuate the purposes and provisions of this Agreement. KC and the School District each agree to provide regular supervision to all of their agents in connection with the Program.
3.2    KC and the School District shall maintain an effective liaison and close cooperation with each other to provide maximum benefits to each participant.

3.3    Both parties agree not to make reference to the other party in public documents or use the other party’s trademark, or symbol in any form of advertising or for any purpose without the other party’s prior written approval of the communication.

4.    STUDENT RECORDS.

4.1    Nothing in this Agreement shall be deemed to replace the position of ultimate responsibility that the School District has for the students located within its District and by its participation in this Agreement KC does not accept any responsibility for said students and student records. This Agreement does not alter any requirements that the School District must fulfill regarding its ongoing obligations to meet each of its student’s needs as reflected in the participating student’s IEP. In addition, the School District shall maintain responsibility for the privacy of and control over the participant’s student records.

4.2    Subject to applicable confidentiality requirements and to the extent feasible, the School District shall, however, establish and maintain a system, which permits maximum sharing of student records, medical and other records and information about program participants with KC, for the limited purpose of effectuating the provision of Autism Services.

4.3    The parties agree that responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students’ needs during provision of Autism Services shall be the sole responsibility of the School District. From time to time, the KC staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of the School District staff involved.

4.4    KC acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act regarding such confidentiality. Both parties shall be bound by the provisions of all Federal and New York State laws with regard to privacy of Protected Health Information under the provisions of HIPAA or any other relevant statutes.

5.    TERM. This Agreement shall be in effect for all days of the 2015-2016 school year.

6.    COVENANT OF NONDISCLOSURE/CONFIDENTIALITY/NONCOMPETITION.

6.1 (a.)    The parties agree that KC’s Autism Programs are proprietary intellectual property of KC. The parties agree that the provision of KC’s Autism Services involve a specialized approach to provide the potential for students with autism spectrum disorders to reach their full potential. The parties agree that terms and conditions of this Agreement are confidential and shall not be disclosed to third parties by an agent or employee of either party without the express written consent of the other party. For purposes of this Agreement, the term “third parties” includes any person or entity except (i) the parties to this Agreement, (ii) any employee or agent of a party to this Agreement who has a reasonable need to know of this Agreement’s existence and/or its terms, (iii) governmental entities, and (iv) persons who have obtained a lawful subpoena or court order. Information obtained will not be made available to other school districts or parties without the express written consent of KC. Any
breach of this Article will be treated as a default and grounds for immediate rescission of the Agreement at KC's discretion.

6.1 (b.) Upon termination of the Agreement all proprietary intellectual property provided to the District as part of KC’s Autism Programs in the provision of services shall remain the property of KC and shall be returned to KC within ten (10) days following termination.

6.1 (c.) The District covenants that its purpose in entering this agreement is to provide services for the benefit of the enrolled participants, district students with autism spectrum disorder. Therefore, the District covenants that information obtained from KC during the term of this agreement regarding KC's proprietary Autism Programs will not be made available to other school districts or parties without the express written consent of KC.

6.2 KC and School District mutually agree that during the entire term of the Agreement and for a period of three (3) years following the termination of this Agreement between the parties, neither party shall: (a) directly or indirectly solicit, entice or hire away each other’s employees, agents, contractors or subcontractors, or (b) knowingly disclose to any third party the identity of either parties' participants, clients or subcontractors, or the status or existence of any contract, or lack thereof, between either party and its past, present or prospective participants, clients or subcontractors, without the prior express written consent of the other party.

7. INSURANCE. The KC agrees to maintain its own liability insurance for all employees, volunteers and students receiving or participating in the Program’s services under this Agreement.

8. INDEMNIFICATION. The School District shall indemnify and hold harmless KC, its agents, and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorney’s fees arising out of or resulting from KC’s performance under this Agreement, and shall defend KC against any such claims, damages, losses and expenses with counsel reasonably satisfactory to KC, in whole or in part; provided that nothing in this Agreement shall require the School District to hold harmless or defend the KC from any claims arising from the willful misconduct of the KC or its employees. This indemnification shall extend to the omission or commission of any act, lawful or unlawful, by the School District, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by the School District in connection with the defense of said matters.

9. DEFAULT. Upon the occurrence of default under the provisions of this Agreement, and at the same time or in the alternative, a termination prior to the stated term of the contract, KC shall immediately be relieved of any and all liability to provide ongoing services under the terms of the Agreement related to the provision of services under the individual IEPs between the School District and its students.

10. MISCELLANEOUS PROVISIONS

10.1 Governing Law. The validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the applicable provisions of New York law.

10.2 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises,
negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. This Agreement may be altered with the written consent of both parties.

WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement, effective as of the date first above written:

APPROVAL BY KELBERMAN CENTER INC.:

In Utica, New York this 26th day of August, 2015

[Signature]

Robert Myers
Executive Director

APPROVAL BY New Hartford CENTRAL SCHOOL DISTRICT:

In ____________, New York this _____ day of __________________ 201__.

[Signature]

Title: ____________________________
TO: Robert J. Nole  
Superintendent of Schools  

FROM: Mary B. Mandel  
Assistant Superintendent for Business Affairs  

RE: Board Agenda  

DATE: September 8, 2015  

I am enclosing the Budget Transfers effective July 31, 2015.  

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

MBM:rk  
Enclosure
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<td>Purchases to maximize aid</td>
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