

Organizational meeting of the  
**Oneida City School District**  
**Board of Education**

July 1, 2021  
6:00 PM at Administrative Offices



**District Mission:** To educate, inspire and empower.  
**District Vision:** Students reaching their fullest potential.

**Agenda:**

**Meeting Called to Order**

**Pledge of Allegiance**

- I. Appointments and Oaths of Office**
  - a. Appointment of temporary chairman 2021-2022 school year
  - b. Appointment of Assistant Superintendent for Finance and Support Services as Clerk of the Board for the 2021-22 school year
  - c. Oath of Office for new board member
  
- II. Election of Officers and Oaths of Office**
  - a. Nomination and election of President of the Board of Education for the 2021-2022 school year.
  - b. Nomination and election of Vice President of the Board of Education for the 2021-2022 school year.
  - c. Administer Oath of Office to President and Vice President
  
- III. Consent Agenda – Meetings, Representatives and Policies**
  - a. Board of Education meeting dates and times
  - b. Designation of representative to the Madison-Oneida-Herkimer Counties School Board Association.
  - c. Grant the authority to conditionally appoint and conditionally rescind the appointment of any impartial hearing officer properly selected from the board approved list.
  - d. Re-adoption of all Board of Education policies and the Code of Ethics effect in the previous year.
  
- IV. Consent Agenda – Internal Appointments**
  - a. Treasurer and Deputy Treasurer
  - b. Purchasing Agent
  - c. Federal Program Administrator and Federal Breakfast/Lunch program Administrators
  - d. Receiving and opening bids
  - e. Conference approvals
  - f. Authorization for building use
  - g. Authorized signature for payroll
  - h. Authorized to make transfers of funds
  - i. Attendance Officer

- j. Records Officer
- k. Medicaid Compliance Officer
- l. Treasurer or Deputy Treasurer authorized to sign checks
- m. Employment of staff members
- n. Grant applications
- o. Homeless liaison
- p. Title IX officer
- q. LEAD evaluators
- r. DASA coordinators
- s. Treasurers of Extra-classroom Activities Accounts

**V. Legal Counsel**

- a. School Attorney – Melinda B. Bowe, Esp.
- b. School Attorneys - Ferrara Fiorenza PC
- c. Labor Relations – Madison Oneida BOCES

**VI. Finance and Auditing Items**

- a. Official Depository
- b. Electronic Funds Transfer
- c. Petty Cash accounts
- d. Change Fund accounts
- e. Internal claims auditor
- f. Internal claims auditor of payroll
- g. Tax Collector
- h. Mileage Rate
- i. School purchases on credit cards
- j. Audit Committee members
- k. External Auditors
- l. Internal Auditors
- m. Bond Counsel
- n. District owned cell phones
- o. Fiscal Advisory

**VII. Consent Agenda - Other Items**

- a. Official Newspaper
- b. Occupational Advisory Committee
- c. Committee on Special Education
- d. Committee on Pre-School Special Education
- e. 504 Committee
- f. Public Communications
- g. Records management officer
- h. Asbestos designee
- i. Chemical hygiene Officer
- j. Representatives to Madison-Oneida-Herkimer Health Consortium
- k. Representatives to Madison-Oneida-Herkimer Workers' Compensation Board

**VIII. Contracts and Leases**

- a. Vehicle Lease Agreement, 2021-2022
- b. Classroom Lease Agreement, 2021-2022
- c. Transportation Contract Form TC, 2021-2022

- d. Four Winds Saratoga Contract, 2021-2022
- e. Huntington Family Centers, Inc., July 1, 2021 – December 31, 2022

**Adjournment**

Organizational Meeting of the  
**Oneida City School District**  
Board of Education

July 1, 2021  
6:00 P.M. at Administrative Offices

**I. Appointments and Oaths of Office**

- a. Appointment of temporary chairman.

**Dr. Kathy Davis** \_\_\_\_\_

**MOTION MADE BY** \_\_\_\_\_  
**SECONDED BY** \_\_\_\_\_

A \_\_\_\_\_ N \_\_\_\_\_

- b. Appointment of the Assistant Superintendent for Finance and Support Services as Clerk of the Board for the 2021-2022 school year at a stipend of \$1000, is hereby duly empowered to conduct the activities of the Clerk of the Board at this first Annual Board Meeting, and to administer the Oaths of Office.

**MOTION MADE BY** \_\_\_\_\_  
**SECONDED BY** \_\_\_\_\_

A \_\_\_\_\_ N \_\_\_\_\_

- c. Newly elected member, Dr. Kurt Gormley, will indicate the taking of the Oath of Office by signing the form that will be provided and attested to by the Clerk of the Board.

**II. Election of Officers and Oaths of Office**

- a. Nomination and election of a President of the Board of Education for the 2021-2022 school year.

**NOMINATED** \_\_\_\_\_

**MOTION MADE BY** \_\_\_\_\_  
**SECONDED BY** \_\_\_\_\_

A \_\_\_\_\_ N \_\_\_\_\_

- b. Nomination and election of a Vice President of the Board of Education for the 2021-2022 school year.

**NOMINATED** \_\_\_\_\_

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A \_\_\_\_\_ N \_\_\_\_\_

- c. Oath of Office administered to President and Vice President.

**III. Consent Agenda – Meetings, Representatives and Policies**

- a. Establishment of the second Tuesday of each month, and 6:00 PM as official Regular Board Meeting day and time for the 2021-2022 school year with the exception of August 2021, April 2022 and May 2022.
- b. Designation of a representative to the Oneida-Madison-Herkimer Counties School Board Association.

**(Delegate:** \_\_\_\_\_)

**(Alternate:** \_\_\_\_\_)

- c. Grant the authority to conditionally appoint and conditionally rescind the appointment of any impartial hearing officer properly selected from the board approved list. Any conditional appointment is subject to board ratification at the next regular board meeting immediately following the conditional appointment. The board members granted authority for the 2021-2022 school year are:

1. \_\_\_\_\_ 2. \_\_\_\_\_

- d. Re-adoption of all policies and the Code of Ethics in effect during the previous year.

**RECOMMENDED ACTION**

**A motion to approve Consent Agenda Items – Meetings, Representatives and Policies as designated in the Oneida City School District’s Organizational Meeting held on July 1, 2021.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A \_\_\_\_\_ N \_\_\_\_\_

## 2021-2022 Board of Education Meetings

Date	Type of BOE Meeting
July 1, 2021	Re-organizational
July 1, 2021	Regular
August 17, 2021	Regular
September 14, 2021	Regular
October 12, 2021	Regular
November 9, 2021	Regular
December 14, 2021	Regular
January 11, 2022	Regular
February 8, 2022	Regular
March 3, 2022	Community Budget Forum
March 8, 2022	Regular
April 19, 2022	Regular/Special Annual BOCES Vote Meeting
May 10, 2022	Budget Hearing
May 17, 2022	Regular Budget Vote/Board Election
June 14, 2022	Regular

#### **IV. Consent Agenda – Internal Appointments**

- a. Appointment of Tanya Moore as District Treasurer and Dr. Stacey Tice, Assistant Superintendent for Curriculum, Instruction & Assessment as Deputy Treasurer for the period July 1, 2021 through June 30, 2022.
- b. Designation of Assistant Superintendent for Finance and Support Services as Purchasing Agent for the 2021-2022 school year.
- c. Designation of the Superintendent of Schools as Administrator of Federal Programs duly authorized to sign all Federal Program reports and claims; and the authorization of the Assistant Superintendent for Finance and Support Services and the School Lunch Manager to sign all reports and claims related to the Federal Breakfast/Lunch Program.
- d. Authorization for the Superintendent of Schools and/or the Assistant Superintendent for Finance and Support Services, or their designated representatives to receive and open bids.
- e. Authorization for the Superintendent of Schools, or his/her designee, to grant approval for attendance at conferences within the limits approved by the Board of Education in the current budget and within the provisions of existing Board of Education policy.
- f. Authorization for the Superintendent of Schools, or his/her designee, to grant the use of school buildings, grounds and property within the limits of the policies of the Board of Education.
- g. Designation of the Superintendent, or his/her designee, as the authorized signature for the official signing of the School District Payroll for the 2021-2022 school year.
- h. Authorization for the Superintendent of Schools to make transfers of funds between and within functional unit appropriations for salaries and other ordinary contingent expenses according to Board Policy No. 4202, and require that such transfers shall be reported to the Board of Education periodically during the fiscal year.
- i. Appointment of the Assistant Superintendent for Curriculum, Instruction & Assessment, or the designee of the Superintendent of Schools, as Attendance Officer for the 2021-2022 school year.

- j. Designation of the Assistant Superintendent for Finance and Support Services as Records Access Officer for the School District for the 2021-2022 school year.
- k. Designation of the Assistant Superintendent for Finance and Support Services as Medicaid Compliance Officer for the School District for the 2021-2022 school year.
- l. Designation as per the requirements of the NYS Education Law, that the single signature of Tanya Moore, Treasurer, or Dr. Stacey Tice, the Deputy Treasurer and the Assistant Superintendent for Curriculum, Instruction & Assessment, be authorized on checks made by the School District.
- m. Authorization for the Superintendent of Schools to employ staff members pending Board approval at its next regularly scheduled meeting.
- n. Authorization for the Superintendent of Schools to apply for State and Federal grants in aid for the 2021-2022 school year.
- o. Designation of the Assistant Superintendent for Curriculum, Instruction & Assessment, or the designee of the Superintendent of Schools, as the Homeless Liaison for the 2021-2022 school year.
- p. Designation of the Director of Athletics, or the designee of the Superintendent of Schools, as the Title IX compliance officer for the 2021-2022 school year.
- q. Designation of Genevieve Brauner, Erin Belanger, Amanda Larson, Brian Gallagher, Eric Coriale, Penny Houser, Moira Yardley, Dr. Stacey Tice and Superintendent of Schools, or the designee(s) of the Superintendent of Schools, as LEAD evaluators for the 2021-2022 school year pending recertification training.
- r. Designation of Amanda Larson, Brian Gallagher, Eric Coriale, Penny Houser, Moira Yardley and Molly Malgieri or the designee(s) of the Superintendent of Schools, as DASA coordinators for the 2021-2022 school year.
- s. Appointment of Valerie Martin-Pearson as Treasurer of the Otto Shortell Middle School Extra-classroom Activities Account and Laura Reff as Treasurer of the Oneida High School Extra-classroom Activities Account for the 2021-2022 school year.



**RECOMMENDED ACTION**

**A motion to approve Internal Appointments as designated in the Oneida City School District's Organizational Meeting of July 1, 2021.**

**MOTION MADE BY \_\_\_\_\_**  
**SECONDED BY \_\_\_\_\_**

A \_\_\_\_\_ N \_\_\_\_\_

**V. Legal Counsel**

- a. Designation of Melinda B. Bowe, Esq. and approval of her 2021-2022 contract as School Attorney for the 2021-2022 school year as submitted.
- b. Designation of Ferrara Fiorenza PC and approval of their 2021-2022 contract as School Attorney for the 2021-2022 school year as submitted.
- c. Designation of Madison Oneida BOCES Labor Relations and approval of their 2021-2022 Inter-municipal Agreement as Counsel for the 2021-2022 school year as submitted.

**RECOMMENDED ACTION**

**A motion to approve Legal Counsel and 2021-2022 Contracts as designated in the Oneida City School District's Organizational meeting of July 1, 2021.**

**MOTION MADE BY \_\_\_\_\_**  
**SECONDED BY \_\_\_\_\_**

A \_\_\_\_\_ N \_\_\_\_\_

**VI. Finance and Auditing Items**

- a. Designation of Official Depository of Funds for the 2021-2022 school year will be as follows:

NBT Bank  
M & T Bank  
Community Bank N.A.

**Melinda B. Bowe, Esq.**  
[Mbowe1962@gmail.com](mailto:Mbowe1962@gmail.com)

May 10, 2021

*Via E-mail*

Dr. Kathleen M. Davis  
Interim Superintendent  
Oneida City School District  
565 Sayles St.  
Oneida, NY 13421

**Re: Engagement Agreement for General Legal Services-2021-22 Fiscal Year**

Dear Dr. Davis:

This Engagement Agreement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division. Attached for your review, please find the Statement of Client's Rights and the Statement of Client's Responsibilities. Per our discussions, I am able to undertake your representation in connection with the matter described below pursuant to the terms of this Engagement Agreement:

**SCOPE OF REPRESENTATION**

The District desires to retain Melinda B. Bowe, Esq. to provide general legal services in the 2020-21 fiscal year, as requested.

**FEES, EXPENSES AND BILLING PRACTICE**

I intend to submit a bill to you no less frequently than every thirty (30) days. Expenses will be separately stated on the bill and our fees will be charged at **the discounted hourly rate of \$190.00 per hour**. Rates are periodically reviewed and may be adjusted while we represent you.

In addition, there will be reasonable charges for certain disbursements incurred, including travel mileage at the applicable IRS rate, postage charges, court filing fees or other fees. I do not charge for secretarial services, phone or facsimile charges, incidental photocopying charges or online research costs.

As additional security for fees and costs, I will hold and maintain a security interest in all of the papers, files, documents and records or other personal property supplied by you to us or generated by us in representing you, and on all judgments, settlements, amounts due or to

become due concerning matters on which I have acted as your counsel, whether or not I continue representing you.

### **TERMINATION**

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, all legal work on your behalf will cease immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by me.

If you terminate the representation before the conclusion of the matter, I will be entitled to receive a reasonable fee for the work performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as my experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, I may terminate my representation at any time if you breach any material term of this agreement, fail to cooperate or follow my advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in my opinion, render my continuing representation unlawful, unethical, or otherwise inappropriate. If I elect to terminate representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of my representation in accordance with the provisions of this agreement.

### **FILE RETENTION AND DESTRUCTION**

At the conclusion of this matter, I will retain your legal files for a period of seven (7) years after I close my file. At the expiration of the seven (7) year period, these files will be destroyed unless you notify us in writing that you wish to take possession of them. I reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

### **ARBITRATION**

In the event that a dispute arises between us relating to fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

**ACCEPTANCE**

If the above arrangements are satisfactory, please sign a copy of this letter in the space provided below and return a PDF copy of same to me via e-mail to [mbowe1962@gmail.com](mailto:mbowe1962@gmail.com) Please retain a signed copy of this communication for your file. You understand that I am not retained until the signed Engagement Agreement is returned. If I represent you on subsequent matters, this agreement will extend to all such matters, except to the extent that we mutually agree to it.

If you have any questions and/or concerns about the terms of this Engagement Agreement, please contact me. I look forward to working with you and appreciate the opportunity to be of service.

By: \_\_\_\_\_  
MELINDA B. BOWE, ESQ.

**ACKNOWLEDGED AND AGREED:**

By signing this Agreement, I confirm that I have read this Agreement, understand its provisions and agree to abide by it.

**ONEIDA CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
DR. KATHLEEN M. DAVIS  
INTERIM SUPERINTENDENT

## STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.

## STATEMENT OF CLIENT'S RESPONSIBILITIES

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client, lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.



# FERRARA FIORENZA PC

*July*

NICHOLAS J. FIORENZA  
 SUSAN T. JOHNS  
 JOSEPH G. SHIELDS  
 DONALD E. BUDMEN  
 COLLEEN W. HEINRICH  
 MILES G. LAWLOR  
 MICHAEL L. DODD  
 KATHERINE E. GAVETT  
 CHARLES E. SYMONS  
 HEATHER M. COLE  
 SENIOR COUNSEL  
 HENRY F. SOBOTA  
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JEFFREY M. LEWIS  
 ALLISON L. MARLEY  
 CATHERINE E. M. MUSKIN  
 LINDSAY A. G. PLANTHOLT  
 THOMAS F. BARRETT  
 CHRISTOPHER H. HARVEY  
 COUNSEL  
 JENNIFER E. MATHEWS  
 DAVID E. TINKER  
 MELISSA A. FINGAR

February 26, 2021

**Privileged and Confidential**

RECEIVED  
 MAR - 2 2021  
 BY: \_\_\_\_\_

Dr. Kathleen M. Davis  
 Interim Superintendent of Schools  
 Oneida City School District  
 P.O. Box 327  
 565 Sayles Street  
 Oneida, New York 13421

**Re: Rates for Legal Services: School Year 2021-22**

Dear Kathy:

To facilitate your financial planning, we write to advise you that our hourly rates for the Oneida City School District attorney services for the 2021-2022 school year will remain the same as they are for the current 2020-21 school year (\$165 per hour to \$215, depending on the experience of the attorney assigned to assist you). The rate for Law Clerks is \$140 per hour and the rate for paralegals is \$100 per hour.

We hope that holding our fees within our current range will assist you in meeting the fiscal challenges of the upcoming year. We will continue our practice of sending monthly invoices which detail the attorney working on a matter, the time spent, a description of the services rendered, and any disbursements incurred on your behalf. We have included additional information about our rates in the enclosed statement of general Terms and Conditions that apply to our working relationship. Also enclosed is a Statement of Client's Rights and Responsibilities. In furtherance of Education Law 2-d requirements, enclosed is a copy of your Parent's Bill of Rights, the firm's Parent's Bill of Rights – Supplemental Information Addendum, and Data Security and Privacy Plan.

Our Firm remains dedicated to the professional mission of representing the interests of public education. We are completing our twenty-sixth year of providing representation and counsel to school districts and BOCES, and are proud of the depth and breadth of our Firm's education law experience, which allows us to serve you efficiently and effectively. We value our

Dr. Kathleen M. Davis  
Interim Superintendent of Schools  
February 26, 2021  
Page 2

work with the Oneida City School District and we will continue to work to ensure that your District receives the reliable, accurate and prompt legal services we are proud to provide.

I am designated within the Firm as the responsible and billing attorney for your District. This means that I have primary responsibility for all of your District's legal issues and am available to answer any questions you may have regarding our services. That is not to say that I must be contacted regarding every legal issue. One of our Firm's strongest attributes is that many of us have niche areas of experience in the often highly complex or regulated areas of law that school districts and BOCES regularly encounter. You no doubt already have working relationships with attorneys in our office. We encourage you to continue to contact those attorneys directly for any assistance that you need. We have an internal process to keep the responsible attorney apprised of each of your School District matters. Should you ever have a question about a matter we are working on for you or any aspect of our representation, please do not hesitate to call.

We hope that you and your colleagues at the District will join us at our annual School Law Conference which will be held this year on **Thursday, July 29, 2021**. More information will follow but, for now, please save the date for this informative briefing on critical issues impacting our school district and BOCES clients.

Thank you for the continued confidence in our Firm's service as counsel to the District. If you have any questions regarding this letter or the terms and conditions regarding the provision of legal services, please do not hesitate to contact me.

Very truly yours,

**Ferrara Fiorenza PC**



Donald E. Budmen

DEB/cg  
Enclosures

cc: James Rowley, Assistant Superintendent for Finance & Support Services (w/encls.)



**Terms and Conditions for Legal Services Provided to School Clients**

**FERRARA FIORENZA PC**  
**(2021-22 School Year)**

1. **Services.** The Firm, when appointed by the Board of Education, agrees to act as counsel for the District and to provide legal services and counsel necessary for the successful operation of the District. Such services shall include, but shall not be limited to, the following:

(a) Preparing and rendering legal opinions upon request to the Superintendent of Schools, other authorized school administrators or the Board of Education.

(b) Attending and providing legal advice at meetings of the Board as the Board may direct.

(c) Providing legal assistance in the drafting and review of legal documents, contracts, policies, rules and regulations, resolutions, applications, and other legal or quasi-legal papers upon request of the Board or the Superintendent.

(d) Performing such other professional duties on behalf of the District as the Superintendent, authorized administrators or the Board may, from time to time, assign.

2. **Compensation.**

(a) **Fees.** The hourly rate for the Firm's partners, associates, law clerks and paralegals are set forth below.

(b) **Rate Schedule:**

Partners:	\$215/hour
Senior Counsel / of Counsel /Associates:	\$165-\$215/hour
Law Clerks	\$140/hour
Paralegals:	\$100/hour

(c) **Disbursements and Costs.** In addition to fees, the District shall also reimburse the Firm for reasonable and necessary disbursements and costs incurred in its representation of the District. In instances where larger disbursements are involved, we may require that the District pay same in advance or directly to the vendor.

(d) **Invoicing and Payment.** The Firm shall invoice the District monthly for fees and disbursements. The District agrees to make payment within thirty (30) days of receipt of the invoice.

(e) **Dispute Resolution.** As with all legal clients, the District has the right to arbitrate any dispute arising out of the fees charged. New York's Rules of Professional Responsibility for Attorneys requires fee disputes in civil representations to be resolved by arbitration at the client's election pursuant to Part 137 of the Rules of the Chief Administrator of the New York State Supreme Court, Appellate Division. These rules permit arbitration where the amount of disputed fees ranges from \$1,000 to \$50,000. Copies of these rules will be provided to the District upon request.

3. **Education Law §2-d Compliance.**

(a) **Protection of Confidential Data.** The Firm shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter "Confidential Data") in accordance with the requirement articulated under New York State Education Law §2-d and 8 NYCRR 121.9.

(b) **Breach of Confidential Data.** In the event Confidential Data is accessed or obtained by an unauthorized individual, the Firm shall notify the District without unreasonable

delay and not more than seven calendar days after the discovery of such breach. The Firm shall follow the protocol outlined in 8 NYCRR 121.10 with respect to same.

4. **Termination.** Either party may terminate the attorney-client relationship at any time, with or without cause, by giving prior written notice to the other party. The District's termination will not affect the District's responsibility for payment of amounts due for services rendered before termination and for additional charges incurred in connection with an orderly transition of pending matters to other counsel.

5. **Attorney-Client Relationship.**

(a) **Organization as Client.** In accordance with the ethical standards set forth in Rule 1.13 of the Rules of Professional Conduct, the parties acknowledge that, when the lawyer is employed or retained by an organization or entity, the lawyer represents the organization through its duly authorized officers, Board members, employees and other constituents. This means that the District and its Board, as a Board of Education, not as individuals, are the clients. While the attorneys in the Firm will work in most instances, and on a day-to-day basis, with the Superintendent and the Administration, the Board and the Firm recognize that the attorney's responsibility is to the School Board (and not to the Superintendent or the administration or any individual Board members).

(b) **Statement of Client Rights.** A copy of the Statement of Client Rights, adopted by the Judicial Departments of the Appellate Division of the New York State Supreme Court is enclosed. Please take time to review and sign the statement attached to these Terms and Conditions.

6. **General.** We reserve the right to destroy the contents of any file not claimed by a client after 10 years of inactivity. Other file/document destruction procedures will be

communicated separately to clients. Other applicable terms will be communicated to the District as appropriate. If you have any questions about any aspect of our working relationship, please do not hesitate to discuss them with the attorney responsible for your matter. It is important that we work together in a clear and mutually beneficial way. We encourage open discussion on all of these matters, and always welcome full communication with our clients. We truly appreciate the opportunity to work with you and serve the interests of your District.

**February 2021**

## DATA SECURITY AND PRIVACY PLAN

**WHEREAS**, the Oneida City School District (hereinafter "School District") and Ferrara Fiorenza PC (hereinafter "Law Firm") entered into an agreement for legal services effective July 1, 2021 (hereinafter "Agreement") as described in the Law Firm's engagement letter (hereinafter "Legal Services").

**WHEREAS**, pursuant to the requirements under 8 NYCRR 121, Law Firm maintains the data security and privacy plan described herein in connection with the Legal Services provided to the School District.

1. During the term of the Agreement, Law Firm will implement all state, federal and local data security and privacy requirements, consistent with the School District's Data Security and Privacy Policy in the following way(s):

All users will be required to have a unique logon ID and password for access to systems. The user's password is kept confidential. Passwords must not be found in any English or foreign dictionary. Confidential data stored on-premise is only allowed on firm's internal servers, which are secured in a locked environment. Any data that is transported outside the firm's internal network is required to be stored on encrypted devices. Any portable device lost or stolen is to be reported immediately to the firm's administrators, who will execute a remote wipe and/or disabled the device.

2. Law Firm has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement:

Industry Standard Redundant Network Security Appliance (Firewall), Managed Endpoint Protection (Anti-Virus), Email Connection/Message Based Encryption, Remote Access Multi-Factor Authentication, Microsoft Windows Policy Based Strong Password and Frequent Password Change Enforcement. Data is protected with monitored daily disk to disk to tape backups. Tapes stored offline in secure firesafe and kept for data retention. Daily offsite replication to disaster recovery site is performed over secure VPN encrypted tunnel. Disaster Recovery Site failover is tested periodically. Monitored network security appliances and cloud security services use all standard industry services including advanced services, such as, the ability to scan inbound and outbound mail messages, sandboxing technology of email attachments and Internet downloads, scan secure internet connections (HTTPS), message link protection and regional policy filters (GEO-IP Blocking).

3. Law Firm shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District's Parents Bill of Rights for Data Privacy and Security and will comply with same.

a. Law Firm will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.

b. Law Firm will ensure that any third-party contractor(s) or other authorized persons or entities to whom Law Firm will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the "Supplemental Information" appended to the Agreement.

c. At the end of the term of the Agreement, Law Firm will destroy, transition or return, at the direction of the School District, all student data and all teacher and principal data in accordance with the "Supplemental Information" appended to the Agreement, except as provided herein.

d. Student data and teacher and principal data will be stored in accordance with the "Supplemental Information" appended to the Agreement.

e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Law Firm and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided on an annual basis by Law Firm.

5. Third-party contractors. Law Firm may utilize third-party contractors for such matters a copying or transcribing. Law Firm shall ensure personally identifiable information is protected through the use of written agreements requiring 2-d compliance with such parties.

6. Law Firm has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information:

Administrative Level Access to firm accounts and data is restricted to network administrators only. Access control is audited, including account creation, access level modification, password changes and account lockouts due to bad password attempts. Alert notifications are sent to network administrators for further investigation. Law Firm will promptly notify the School District of a breach or unauthorized disclosure in accordance with legal requirements.

7. Termination of Agreement. In accordance with legal and professional requirements, at the termination of Services, Law Firm shall retain certain data and documents in secure storage and destroy all remaining data and documents excluding original documents which will be returned to the School District.

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security

and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Law Firm hereto has executed this Data Security and Privacy Plan as of February 26, 2021.

FERRARA FIORENZA PC

A handwritten signature in black ink that reads "Donald E. Budmen". The signature is written in a cursive style with a large initial 'D'.

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By: Donald E. Budmen

**PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM  
(2021-22 School Year)**

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by Ferrara Fiorenza PC (“Ferrara Fiorenza”) are limited to use in connection with the ongoing professional and legal services provided by Ferrara Fiorenza to the Oneida City School District (the “School District”) (the “Legal Services”).
  
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** Ferrara Fiorenza will ensure that any subcontractors, or other authorized persons or entities to whom Ferrara Fiorenza will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; Education Law §2-d; 8 NYCRR Part 121).
  
3. **PRACTICES:** Ferrara Fiorenza provides ongoing Legal Services. During the pendency and the at conclusion of such Legal Services, Confidential Data will be maintained by Ferrara Fiorenza PC in accordance with all legal requirements, as well as Ferrara Fiorenza PC’s Data Security and Privacy Plan.
  
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the Family Educational Rights and Privacy Act (“FERPA”) stored by the School District by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required by the above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
  
5. **SECURITY PRACTICES:** Confidential Data provided to Ferrara Fiorenza by the School District will be stored in Ferrara Fiorenza’s secure offices and/or on its secured server. Ferrara Fiorenza will protect the Confidential Data in accordance with its Data Security and Privacy Plan.
  
6. **ENCRYPTION PRACTICES:** Ferrara Fiorenza will apply encryption to the Confidential Data while in motion and at rest in accordance with its Data Privacy and Protection Plan and to the extent required by applicable state and federal laws and regulations.



# Statement of Client's Rights

Section 1210.1 of the Joint Rules of the Appellate Division amended April 15, 2013  
(22 NYCRR §1210.1)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

## PARENTS' BILL OF RIGHTS

### Oneida City School District

#### Parents' Bill of Rights for Data Privacy and Security

The Oneida City School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The Oneida City School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Oneida City School District has posted this Parents' Bill of Rights for Data Privacy and Security.

- (1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- (2) Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Board Policy 7061. You may access this Policy from the District's website.
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- (4) A complete list of all student data elements collected by the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

### Supplemental Information About Third Party Contracts

In order to meet 21<sup>st</sup> century expectations for effective education and efficient operation, the District utilizes several products and services that involve third party contractors receiving access to student data, or principal or teacher data, protected by Section 2-d of the Education Law. The District recognizes that students, parents, and the school community have a legitimate interest in understanding which of the District's vendors receive that data, for what purpose, and under what conditions. The District has undertaken the task of compiling that information, and of insuring that each new contract adequately describes (1) the exclusive purposes for which the data will be used, (2) how the contractor will ensure that any subcontractors it uses will abide by data protection and security requirements, (3) when the contract expires and what happens to the data at that time, (4) if and how an affected party can challenge the accuracy of the data is collected, (5) where the data will be stored, and (6) the security protections taken to ensure the data will be protected, including whether the data will be encrypted.

## AGREEMENT

The parties to this AGREEMENT are the Madison - Oneida Board of Cooperative Educational Services ("BOCES"), with its principal business address at 4937 Spring Road, Verona, New York 13478-0168 and the Oneida City School District ("DISTRICT"), with its principal business address at 565 Sayles Street, Oneida, New York 13421.

## RECITALS

A. Education Law section 1950(4) (e) provides that BOCES, as a duly constituted board of cooperative educational services, has the power and duty to employ personnel such as attorneys to carry out its program, upon the recommendation of the district superintendent; and, BOCES, upon the recommendation of its district superintendent, has employed attorneys to assist it in carrying out its program.

B. DISTRICT is established as a small city school district under the New York State Education Law; Article 51 of the Education Law authorizes the board of education of a small city school district to employ personnel such as attorneys to assist it in carrying out its duties; and, the DISTRICT's board of education desires to employ one or more attorneys to assist it in carrying out its duties under the Education Law.

C. New York State General Municipal Law, Article 5-G authorizes BOCES and DISTRICT each to enter into an intermunicipal agreement to carry out any function or responsibility each has authority to undertake alone.

D. BOCES and DISTRICT have undertaken a reasonable review of the cost of separately employing one or more attorneys and have determined that obtaining such services by jointly hiring one or more attorneys will afford best value to each organization.

## COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. **TERM**: The term of this AGREEMENT shall begin on July 1, 2021, and shall extend through and including June 30, 2022.
2. **EMPLOYMENT OF AN ATTORNEY**: BOCES agrees that it will employ one or more attorneys duly licensed to practice law in the State of New York, whose services will be available to DISTRICT upon the terms set forth in this Agreement.
3. **EQUIPMENT AND OTHER RESOURCES**: BOCES shall be responsible for providing the jointly employed attorney(s) with office space, office and support staff, equipment, supplies, and professional resources necessary to provide professional services to BOCES and DISTRICT.
4. **COMPENSATION**: The parties agree that the jointly employed attorney(s) shall be considered to be employed by BOCES for purposes of payroll administration, pension service reporting and all other benefits. BOCES agrees to provide DISTRICT with such information that may be necessary for DISTRICT to satisfy its reporting obligation under Education Law Section 2053.

To insure that the expense incurred by DISTRICT is proportionate to the services received by DISTRICT, the parties agree that DISTRICT will compensate BOCES on an hourly basis for work performed by the attorney(s) on behalf of DISTRICT. Specifically, DISTRICT agrees to reimburse BOCES at the rate of \$145.00 per hour for those services. For greater efficiency, the support staff employed by BOCES may include one or more paralegals and/or legal support personnel. District agrees to reimburse BOCES at the rate of \$50.00 per hour for services performed by paralegals and/or legal support personnel.

DISTRICT agrees that BOCES may require the payment in advance of out-of-pocket expenses (disbursements) such as filing fees, transcript fees, witness fees, service of process, and significant printing or copying charges.

5. **INVOICES:** BOCES shall provide DISTRICT with periodic invoices. The invoices shall provide a reasonably specific description of the services performed, and shall separately specify charges for professional services and charges for disbursements. DISTRICT shall remit payment to BOCES within thirty (30) days of the date of the invoice.
6. **ATTORNEY-CLIENT RELATIONSHIP:** BOCES and DISTRICT are distinct entities, and, thus, each will have a distinct attorney-client relationship with any jointly employed attorney that performs services for either of them. Each jointly employed attorney shall act to maintain client loyalties and client confidences in accordance with the New York State Code of Professional Responsibility.
7. **CONFLICT OF INTEREST:** If circumstances arise that constitute a conflict of interest between BOCES and DISTRICT, as defined by the New York State Code of Professional Responsibility, then, as to that matter, no jointly employed attorney, and no attorney employed by BOCES or DISTRICT as staff or in-house counsel, shall represent either BOCES or DISTRICT.
8. **PROFESSIONAL LIABILITY INSURANCE:** BOCES shall maintain professional liability insurance coverage applicable to the professional services provided by the jointly employed attorney(s) to DISTRICT, in the amount of at least one million dollars. The shared cost of this insurance is reflected in the compensation arrangement established in paragraph 4. The limits and coverage of this policy shall be the parties' sole remedy in the event of loss experienced due to the culpable conduct of one or more of the jointly employed attorney(s); and, neither party shall have any obligation to indemnify the other in the event of such loss.
9. **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 attempts to assign the contract without such written consent will be null and void.
10. **DISPUTE RESOLUTION:** In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, 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) calendar 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 eleven (11) of this AGREEMENT.

11. **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 ten (10) of this AGREEMENT.

12. **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 Services, 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 DISTRICT:**

Dr. Kathleen Davis, Interim Superintendent of Schools  
Oneida City School District  
565 Sayles Street  
Oneida, NY 13421

(b) **If to BOCES:**

Mr. Scott Budelmann, District Superintendent  
Madison – Oneida BOCES  
4937 Spring Road / PO Box 168  
Verona, NY 13478 - 0168

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

14. **FULL AGREEMENT:** This AGREEMENT constitutes the full agreement between the parties. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year written below.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the BOCES

\_\_\_\_\_  
Date

**CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK**

I, \_\_\_\_\_, Clerk of the Board of Education for the Oneida City School District, do certify that an AGREEMENT for certain staff attorney functions between the Madison - Oneida BOCES and the Oneida City School District was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF SCHOOL DISTRICT BOARD CLERK

\_\_\_\_\_  
Date

**CERTIFICATION BY BOCES BOARD CLERK**

I, \_\_\_\_\_, Clerk of the Board of Education for the Madison - Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Madison – Oneida BOCES and the Oneida City School District was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BOCES BOARD CLERK

\_\_\_\_\_  
Date

- b. Electronic Funds Transfer – Authorize the Treasurer, with approval of the Assistant Superintendent of Finance, to initiate electronic funds transfers up to a daily dollar limit of \$4 million in the aggregate under existing dual control transfer procedures. Transfer amounts in excess of the \$4 million daily aggregate limit will be reported to the Board of Education at the next scheduled meeting.
- c. Establishment of Petty Cash accounts: Accounts not to exceed \$100, should they so desire an account, established in the names of:
- Erika Haggerty, Guidance, Oneida High School
  - Amanda Larson, Principal, Otto Shortell Middle School
  - Eric Coriale, Principal, North Broad Street School
  - Penny Houser, Principal, Seneca Street School
  - Brian Gallagher, Principal, Oneida High School School
  - Moiria Yardley, Principal, Willard Prior Elementary School
  - Karen Brouillette, Director of Transportation
  - James Rowley, District Office
- d. Establishment of Change Fund accounts: Authorization for accounts as indicated. Same amount returned to originating fund sources prior to the end of the school year.
- Hollie Ackerman, School Lunch: \$150
  - John Wells, Interim Director of Athletics, Athletics: \$250
- e. Designation of Lisa Donaldson as Internal Claims Auditor in compliance with Commissioner of Education Regulation 170.2 Ed., Law 2427, for the 2021-2022 school year.
- f. Designation of Lisa Panzone as Internal Claims Auditor of Payroll in Compliance with Commissioner of Education Regulation 170.2 Ed., Law 2427, for the 2021-2022 school year.
- g. Designation of Michelle Worden as Tax Collector for the Oneida City School District for the 2021-2022 school year.
- h. Approval of a mileage reimbursement at the same rate as the Internal Revenue Service standard mileage rate for business travel in effect at July 1, 2021 for the 2021-2022 school year.
- i. Approval for James Rowley, Stacey Tice and Genevieve Brauner to have school credit cards. Authorization for Michelle Worden to make purchases with school credit cards with authorized card holder's knowledge.



- j. Designation of Breyt Coakley, Heather Denby, Kurt Gormley, Robert Group, Martin Kelly, James Maio, and Brad Myatt as members of the Audit Committee for the 2021-2022 school year.
- k. Appointment of D’Arcangelo & Co., LLP, Certified Public Accountants and Consultants, as external auditors for the 2021-2022 school year.
- l. Appointment of Questar III and approval of the 2021 2022 Inter-municipal Agreement as internal auditors for the 2020-2021 school year as submitted.
- m. Appointment of Orrick, Herrington & Sutcliffe, LLP and approval of the 2021-2022 contract as Bond Counsel for the 2021-2022 school year.
- n. Approval for Bernard Sharlette, David Durkee, Ryan Dandignac, Logan Schrank, Travis Campbell, Charles Hollenbeck and Lisa Donaldson to use district-owned cell phones for work related purposes.
- o. Appointment of Fiscal Advisors & Marketing, Inc. and approval of the 2021-2022 contract as Fiscal Advisory for the 2021-2022 school year.

**RECOMMENDED ACTION**

**A motion to approve Finance/Auditing Items as designated in the Oneida City School District’s Organizational Meeting of July 1, 2021.**

**MOTION MADE BY \_\_\_\_\_**  
**SECONDED BY \_\_\_\_\_**

A \_\_\_\_\_ N \_\_\_\_\_

**VII. Consent Agenda – Other Items**

- a. Designation of the Oneida Daily Dispatch as the official newspaper for the School District for 2021-2022 school year.
- b. Designation of the Madison-Oneida BOCES as the Occupational Advisory committee to the Oneida City School District for the 2021-2022 school year.
- c. Approval for the Committee on Special Education:
  - Chairperson                      Danielle Mullen
  - Psychologists                      Jaime Cleveland
  - Physician                              Bassett Medical Center, if requested

# D'Arcangelo & Co., LLP

Certified Public Accountants & Consultants

May 27, 2021

200 E. Garden St., P.O. Box 4300, Rome, N.Y. 13442-4300  
315-336-9220 Fax: 315-336-0836

Dr. Kathy M. Davis  
Interim Superintendent of Schools  
Board President  
Oneida City School District  
565 Sayles Street  
Oneida, NY 13421

Dear Dr. Davis:

We are pleased to confirm our understanding of the services we are to provide Oneida City School District for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Oneida City School District as of and for the year ended June 30, 2021. We will also audit the financial statements of the Extraclassroom Activity Fund of the City School District of the City of Oneida, New York as of June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Oneida City School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Oneida City School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Schedule of Changes in the District's Total OPEB Liability and Related Ratios
- Schedule of Revenues, Expenditures, and Changes in Fund Balance Budget and Actual – General Fund
- Schedule of District Pension Contributions
- Schedules of the District's Proportionate Share of the Net Pension Asset/Liability

We have also been engaged to report on supplementary information other than RSI that accompanies Oneida City School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards
- Schedules of Change from Original Budget to Revised Budget and Real Property Tax Limit – General Fund  
Schedule of Project Expenditures - Capital Projects Fund
- Net Investments in Capital Assets

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Education of Oneida City School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Page 3  
Dr. Kathy M. Davis  
Interim Superintendent of Schools  
Board President  
Oneida City School District  
May 27, 2021

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Oneida City School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

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Interim Superintendent of Schools  
Board President  
Oneida City School District  
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The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Oneida City School District's major programs. The purpose of these procedures will be to express an opinion on Oneida City School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, required supplementary information, other supplementary information, schedule of expenditures of federal awards, and related notes of Oneida City School District in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2)

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Board President  
Oneida City School District  
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employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP and the New York State Education Department; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Oneida City School District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of D'Arcangelo & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the New York State Office of the State Comptroller, the New York State Education Department or its designee, a State or federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of D'Arcangelo & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the New York State Office of the State Comptroller, the New York State Education Department or its designee, a State or federal agency providing direct or indirect funding. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

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**D'Arcangelo & Co., LLP**  
Certified Public Accountants & Consultants

Leonard P. Carissimo, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be based on the actual time spent at our standard, hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our invoices for these fees will be rendered at the conclusion of our interim and year-end procedures and are payable upon presentation. Based on our preliminary estimates, the audit fee is not expected to exceed \$22,500. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant, additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our 2021 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Oneida City School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*D'Arcangelo + Co., LLP*

**D'Arcangelo & Co., LLP:**

Enclosures:

This letter correctly sets forth the understanding of Oneida City School District.

\_\_\_\_\_  
Signature

Superintendent of Schools

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Board President

\_\_\_\_\_  
Title





## **REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL**

To the Partners of D'Arcangelo & Co., LLP.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of D'Arcangelo & Co., LLP. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of D'Arcangelo & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. D'Arcangelo & Co., LLP. has received a peer review rating of pass.

*Smith Elliott Kearns & Company, LLC*

Hagerstown, Maryland  
December 30, 2019

## AGREEMENT

AGREEMENT made this \_\_\_\_\_(month) \_\_\_\_ (day), 2021 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 **Oneida City School District**, hereinafter referred to as "DISTRICT" with a principal business address at 565 Sayles Street, Oneida, NY 13421.

### 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 **07/01/2021 and extend for, through and including 06/30/2022.**
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 Hadjioannou, Deputy Superintendent

With a copy to:

Questar III  
10 Empire State Blvd.  
Castleton, New York 12033  
Attn.: Rafael Olazagasti, Esq.

(b) If to District or BOCES

Mr. James Rowley  
Asst. Superintendent for Finance & Support Services  
Oneida City School District  
565 Sayles Street  
Oneida, NY 13421

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.

*<Signature Page to Follow>*

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

Date: \_\_\_\_\_ QUESTAR III  
By: \_\_\_\_\_  
Name: Harry Hadjioannou  
Title: Deputy Superintendent

Date: \_\_\_\_\_ Oneida City School District  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CERTIFICATION BY BOARD CLERK

I, \_\_\_\_\_, Clerk of the Board of Education for the **Oneida City 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 **Oneida City 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 \$9,720.

This fee includes 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.

Rates are based on a workday of 7.5 hours.

- 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.

**OUTSIDE COUNSEL AGREEMENT  
FOR BOND COUNSEL SERVICES  
BY AND BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF ONEIDA,  
MADISON COUNTY, NEW YORK  
AND  
ORRICK, HERRINGTON & SUTCLIFFE, LLP**

**THIS AGREEMENT** is made and entered into as of the 1st day of July, 2021, by and between the **CITY SCHOOL DISTRICT OF THE CITY OF ONEIDA, MADISON COUNTY, NEW YORK**, a school district within the State of New York, hereinafter referred to as "School District", whose office address is 565 Sayles Street, Oneida, New York 13421, and **ORRICK, HERRINGTON & SUTCLIFFE, LLP**, a law firm duly authorized to practice law in the State of New York, hereinafter referred to as "COUNSEL" whose office address is 51 West 52nd Street, New York, New York 10019.

**WHEREAS**, the School District requires the assistance of outside legal counsel in carrying out its responsibilities;

**NOW THEREFORE**, in consideration of the mutual benefits to be gained by performance thereof, the parties agree as follows:

**I. APPOINTMENT**

The School District hereby designates COUNSEL as outside legal counsel to School District during the term of this appointment and for the purposes expressed in the Addendum I to this Agreement and COUNSEL accepts such appointment.

This Agreement shall commence on July 1, 2021 and terminate on June 30, 2022, unless sooner terminated by the terms of the Agreement. The School District may extend the term by up to three (3) one year renewals based upon the same terms and conditions set forth herein.

**II. DUTIES**

COUNSEL will assist the School District in providing legal counsel and advice to SCHOOL DISTRICT on the matters outlined in the **Addendum I** which sets forth the services to be rendered, and the rates for such services.

It is understood that no litigation, unless authorized under this Agreement, will be initiated by COUNSEL without the prior approval of the School District Attorney and any necessary authorization by the Board of Education of the SCHOOL DISTRICT.

### III. COMPENSATION

As compensation for the legal services to be performed by COUNSEL, SCHOOL DISTRICT agrees to pay for legal services actually rendered as set forth in the **Addendum I**, plus any actual and reasonable expenses as described in **Addendum II** and incurred in the performance of this Agreement.

All statements for an hourly rate legal services and expenses incurred will be submitted to SCHOOL DISTRICT on a monthly basis, and SCHOOL DISTRICT shall submit all statements to the Assistant Superintendent for Business, on a monthly basis for further approval prior to payment. **Addendum II** sets forth the specific billing requirements of SCHOOL DISTRICT for COUNSEL. In submitting these statements, COUNSEL is certifying to the Assistant Superintendent for Business the following: (a) that the invoice has been carefully reviewed for detailed description of the services performed; (b) that the legal services have been performed in compliance with the contract; (c) that the charges and expenses shown on the invoice are reasonable and necessary; and (d) that all appropriate and required supporting documentation is attached to the invoice.

### IV. CONFIDENTIALITY

During the term of this appointment, as well as thereafter, COUNSEL agrees to keep all information pertaining to SCHOOL DISTRICT and its students and personnel, confidential unless such information is open to the public under §84 *et seq.* of the Public Officers Law, and will not use any such information to the detriment of SCHOOL DISTRICT or its officers or employees at any time.

### V. CONFLICT OF INTEREST

In addition to complying with any applicable professional conduct standards relating to conflicts of interest, COUNSEL affirms and agrees that he has not represented any client in any matter pending before SCHOOL DISTRICT during the six (6) month period preceding this Agreement, and that COUNSEL's firm will not represent any client in any capacity concerning any matter pending before SCHOOL DISTRICT

during the existence of this Agreement, nor for a six (6) month period following the termination of this Agreement.

If the legal services to be performed by COUNSEL pursuant to this Agreement involve representation of SCHOOL DISTRICT in a contested matter and this Agreement is not a renewal of a pre-existing Outside Counsel Agreement between the parties, COUNSEL further affirms and agrees that COUNSEL's firm does not, and shall not during the term hereof, represent any plaintiff in any matter involving the City School District of the City of Oneida, Madison County, New York.

#### **VI. CANCELLATION**

This appointment is subject to cancellation at any time by School District or upon thirty (30) days' notice by COUNSEL.

In the event of cancellation of this Agreement prior to the completion of the term of appointment specified herein, COUNSEL shall be entitled to the compensation earned to the date of termination, as well as all reasonable expenses incurred, subject to the limitations of **Addendum II**.

#### **VII. NON-DISCRIMINATION POLICY**

COUNSEL acknowledges that SCHOOL DISTRICT maintains a policy against discrimination in employment and, by execution of this Agreement, COUNSEL certifies that COUNSEL does not discriminate in its employment or in the provision of services on the basis of race, sex, national origin, religion, age or disability.

#### **VIII. GENERAL PROVISIONS**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. To the extent the laws of the State of New York require School District to include additional language in its contracts, COUNSEL agrees to amend this contract and to cooperate in the execution of any contract amendment necessary to effectuate such state law.

During the term of this Contract, COUNSEL pledges to adhere to the New York Code of Professional Responsibility.

COUNSEL presently maintains professional liability insurance in an aggregate amount of not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS**, which liability insurance shall include coverage for practice in the fields of tax and securities law. If requested, COUNSEL agrees to furnish the School District with certified copies of such insurance policy. Further, COUNSEL agrees to give notice to the School District in the event that the professional liability insurance policy is cancelled.

COUNSEL agrees that no claim by SCHOOL DISTRICT for damages resulting from breach of COUNSEL's duties to SCHOOL DISTRICT in connection with this representation shall be limited to the amount of malpractice insurance maintained by COUNSEL.

COUNSEL agrees to comply with all requirements and other matters outlined in **Addenda I and II** to this Agreement, which constitute a part of this Agreement. This Agreement, including **Addenda I and II**, expresses the entire agreement between the parties with respect to the subject matter hereof. Any addition or deletion to the terms of this Contract shall be by written amendment and executed by all signatories to this Contract, except as may be otherwise expressly provided for by the terms of this contract.

**CITY SCHOOL DISTRICT OF THE  
CITY OF ONEIDA**

By: \_\_\_\_\_

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

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

**ORRICK, HERRINGTON & SUTCLIFFE LLP**



By:  
**THOMAS E. MYERS**  
Partner

**ADDENDUM I**

**TO OUTSIDE COUNSEL AGREEMENT**

**DESCRIPTION OF LEGAL SERVICES TO BE RENDERED:**

Customary Bond Counsel services for the City School District of the City of Oneida New York.



**ADDENDUM II**  
**TO OUTSIDE COUNSEL AGREEMENT**

**1. ETHICS POLICY**

COUNSEL agrees to render its services to SCHOOL DISTRICT in conformance with the Code of Professional Responsibility under the Judiciary Law of the State of New York. It is agreed and understood that this requirement is a material term of this agreement.

**2. NO CONFLICT**

Before COUNSEL spends or bills any time on the matter, COUNSEL will review the file and COUNSEL's records to determine that no conflict exists that requires disclosure and consent or that would prevent COUNSEL from representing SCHOOL DISTRICT. Further, SCHOOL DISTRICT expects COUNSEL to bring to its attention anything which could potentially cause concern to SCHOOL DISTRICT even though such matters might not rise to the level of a conflict which requires SCHOOL DISTRICT consent. COUNSEL will provide a "no conflicts" letter to SCHOOL DISTRICT, in a form satisfactory to SCHOOL DISTRICT, which states that COUNSEL has no conflicts which would prevent COUNSEL from representing SCHOOL DISTRICT and which discloses any matters which either require or suggest disclosure and consent.

**3. MEDIA CONTACTS**

Any inquiries from the media concerning SCHOOL DISTRICT or matters for which COUNSEL is engaged by SCHOOL DISTRICT or a subsidiary corporation of SCHOOL DISTRICT should be communicated immediately to the School District Attorney and Assistant Superintendent for Business. COUNSEL will work with SCHOOL DISTRICT to develop an appropriate response, if warranted.

**4. AUDIT**

COUNSEL acknowledges and agrees that SCHOOL DISTRICT has the right to conduct or cause to be performed a complete and detailed audit of all COUNSEL'S books and records related to COUNSEL's performance of legal services under this Agreement.

**ORRICK, HERRINGTON & SUTCLIFFE LLP**  
**GENERAL OBLIGATION FEE SCHEDULE**  
**FOR**  
**CITY SCHOOL DISTRICT OF THE CITY OF ONEIDA**

**BOND ANTICIPATION NOTES**

<u>Principal Amount</u>		<u>Fee</u>
Up to	\$ 99,999	\$ 525
\$100,000	to \$299,000	\$ 675
\$300,000	to \$599,000	\$ 825
\$600,000	to \$799,000	\$1,050
\$800,000	to \$999,000	\$1,275

\$1,000,000 and over \$1,275 *plus* 50 cents per \$1,000

**PLUS** A one-time charge of \$750 for the drafting of any bond resolution (if not previously billed)

**PLUS** \$750 for review of Official Statement.

**CASH FLOW FINANCINGS**

RANs: Base fee \$800, plus 50 cents per \$1,000.

TANs: Base fee \$800 plus 50 cents per \$1,000.

**PLUS** \$750 for review of Official Statement.

### **BOND ISSUES (PUBLIC SALE)**

\$3,000 base fee *PLUS* (if applicable):

- 1) \$750 Review of Official Statement.
- 2) \$250 Review of bond insurance documents.
- 3) \$1.00/\$1,000 principal amount of the issue up to and including the first \$5,000,000 principal amount of the bond issue.
- 4) \$.50/\$1,000 thereafter.

### **SERIAL BOND ISSUES LESS THAN \$5,000,000 (PRIVATE SALE)**

The same fee schedule and billing procedure set forth for Bond Issues (Public Sale) shall apply for bond issues with a principal amount of less than \$1,000,000 sold at private sale, except that the base fee shall be \$2,500 for issues sold on a non-competitive basis (hence, no Notice of Bond Sale) and \$3,000 for issues sold on a competitive basis (necessitating a Notice of Bond Sale).

### **SERIAL BOND ISSUES \$5,000,000 AND OVER (NEGOTIATED SALE)**

Same as for public sale with the exception of the elimination of the base fee charged and the addition of hourly \$ rate for time expended in connection with documents, conferences and other matters relating to issue. To be approved in advance.

### **HOURLY RATES**

All billing will be on the basis of this fee schedule without the addition of hourly rates for attorneys or paralegals, unless the express written permission of the School District in advance of performance of any duties to be based on hourly rates has been obtained.

\* \* \* \* \*

**ORRICK'S FEE COVENANTS**

Orrick makes the following covenants with respect to its fees:

- 1) Once retained as Bond Counsel by any client pursuant to this schedule, the fees for any financing initiated on or after the date of this schedule shall be charged according to this schedule and will not be subject to increase by any subsequent fee schedule changes;
- 2) Any fees charged pursuant to this schedule shall remain in full force and effect for the entire course of the financing no matter how long it takes to complete the financing;
- 3) Orrick will not share any portion of its fees with any other professionals engaged by the School District in connection with the proposed financing; and
- 4) Orrick will not share in the fees of any other professionals engaged by the School District in connection with the proposed financing.

Thomas E. Myers  
Orrick, Herrington & Sutcliffe LLP  
51 West 52nd Street  
New York, New York 10019  
Telephone: (212) 506-5212  
Fax: (212) 506-5151



**FINANCIAL ADVISORY SERVICES AGREEMENT**

This Financial Advisory Services Agreement (“Agreement”), entered into as of \_\_\_\_\_, 2021 (“Effective Date”), is between the City School District of the City of Oneida, Madison and Oneida Counties, New York (“Client”) and Fiscal Advisors & Marketing, Inc. (“Fiscal Advisors”) (collectively referred to herein as the “Parties”).

Client agrees to hire Fiscal Advisors and Fiscal Advisors agrees to act as financial advisor to the Client to provide services relating to the issuance of Bond Anticipation Notes, Cash Flow Notes, Lease obligations, Serial Bonds, Refunding Serial Bonds, and other prospective borrowings, as requested (the “Securities”), pursuant to the terms of this Agreement:

1. **ISSUANCE DESCRIPTION.** Client intends to issue Securities from time to time during the term of this engagement (the “Issuance”).
2. **SCOPE OF SERVICES.** Client hires Fiscal Advisors to provide the services set forth in Appendix A attached hereto (“Services”). All services described in Appendix A are hereby incorporated by reference and the scope of Fiscal Advisor’s engagement under the terms of this Agreement shall be solely limited to the Services. Client acknowledges that prior to the Effective Date that Fiscal Advisors has not provided any advice, recommendations or guidance with respect to the Issuance and that, to the extent any prior communications have occurred between Client and Fiscal Advisors relative to the Issuance, any such communications have been limited to communications involving general information relative to the Issuance.
3. **COMPENSATION.** As compensation for the provisions of Services, Client hereby agrees to compensate Fiscal Advisors in accordance with Fiscal Advisors’ Fee Schedule attached hereto as Appendix B (“Compensation”). Any modification to the fee schedule agreed to by the Parties in writing will become effective upon the date and time mutually agreed upon by the Parties.
4. **TERM AND TERMINATION.** This Agreement shall be effective as of the Effective Date and shall remain in effect unless otherwise terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement when the Agreement is terminated through no fault of Fiscal Advisors, Fiscal Advisors reserves the right to receive a portion of Compensation based upon the services rendered under this Agreement up to and including the date of termination.
5. **AGREEMENT TO PROVIDE INFORMATION.** Client agrees to provide Fiscal Advisors with complete and accurate information as shall be deemed necessary and requested by Fiscal Advisors for the performance of Services, which shall include financial statements, budgets, and other relevant documents. Client further agrees to not intentionally omit any material information relevant to Fiscal Advisors’ provision of Services or to provide any misleading information.
6. **BILLING STATEMENT.** Client will receive an invoice upon the closing of the securities issuance which shall be due and payable within thirty (30) days of the invoice date.
7. **OUT-OF-POCKET EXPENSES.** Fiscal Advisors will not charge for out-of-pocket expenses.
8. **INDEMNITY.** Client hereby agrees to indemnify Fiscal Advisors and hold it harmless against any loss, liability, assessments, or expense (including reasonable attorneys’ fees) incurred or assessed arising out of, or in connection with, Fiscal Advisors’ acceptance, administration, or performance of its duties hereunder, except such as may arise from Fiscal Advisors’ own bad faith, willful misconduct, or negligence, including the cost and expense of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under the terms of this Agreement.

Fiscal Advisors hereby agrees to indemnify Client and hold it harmless against any loss, liability, assessment, or expense (including reasonable attorneys' fees) incurred or assessed, arising out of, or in connection with, this Agreement, that may arise from Fiscal Advisor's bad faith, willful misconduct, or negligence.

**9. AMENDMENT.** This Agreement constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all promises, undertakings, representations, agreements, understandings and arrangements, whether oral or written, with reference thereto are merged herein. No amendments to or alterations or variations of this Agreement shall be valid unless made in writing and signed by the Parties; provided, however, that changes to Appendix C – Disclosure of Conflicts of Interest may be provided by Fiscal Advisors in writing without the need for the Parties' signature, and modifications or amendments to Appendix B – Fee Schedule or changes to or the provision of the fees for any particular transaction or issuance type may be provided by Fiscal Advisors in writing (which may be by email) without the need for the Parties' signature. Fiscal Advisors agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

**10. HEADINGS.** The headings of the various sections in this Agreement are inserted for the convenience of the Parties and shall not affect the meaning, construction or interpretation of this Agreement.

**11. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York. Any suit or legal proceeding brought pursuant to, touching upon, relating to, or otherwise arising out of this Agreement or performance hereunder will be brought solely in the County of Oneida, New York.

**12. DODD-FRANK COMPLIANCE.** Fiscal Advisors is a registered municipal advisor with both the SEC (#866-00478-00) and the MSRB (#K0191). The website address for the Municipal Securities Rulemaking Board is [www.msrb.org](http://www.msrb.org), where you may find a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

**13. DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION.** Client acknowledges that it has received those disclosures set forth and contained within Appendix C attached hereto. Client further acknowledges that it has been given the opportunity to raise questions and discuss the foregoing matters with Fiscal Advisors and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts and authorizes Fiscal Advisors to provide those services described herein. Client further agrees that in the event Fiscal Advisors shall provide any additional disclosures, that such disclosures may be provided to Client's Business Official or designated signatory and any such additional disclosures shall be deemed to be a part of this Agreement as if fully set forth herein.

**14. COUNTERPARTS.** This Agreement may be executed in any number of identical counterparts, via facsimile transmission or otherwise, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first written above.

**CITY SCHOOL DISTRICT OF THE CITY  
OF ONEIDA, MADISON AND ONEIDA  
COUNTIES, NEW YORK**

**FISCAL ADVISORS  
& MARKETING, INC.**

By: \_\_\_\_\_

By: Benjamin J. Maslona

Signature: \_\_\_\_\_

Signature: Benjamin J. Maslona

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

Title: Executive Vice President

## APPENDIX A – SERVICES

1. **FINANCING PLAN.** Fiscal Advisors will develop a financing plan that will include recommendations with respect to the timing of the Securities sale, a maturity schedule, redemption features, and other terms required to market the Securities.
2. **RECOMMENDATIONS AND REVIEW OF SECURITIES TYPE.** Fiscal Advisors shall review the financing type selected by Client and/or make recommendations as to the suitability of a particular type(s) of financing.
3. **OFFICIAL STATEMENT PREPARATION.** Fiscal Advisors will prepare the Preliminary and Final Official Statement (collectively the “Official Statement”) based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
4. **PRIVATE PLACEMENT MEMORANDUM PREPARATION.** When appropriate, Fiscal Advisors will assist Client in preparing a private placement memorandum or other necessary offering document necessary to complete such financings. Fiscal Advisors will prepare the private placement memorandum based on information provided by the Client and/or third parties, including bond counsel for certain language relating to legal matters. Fiscal Advisors will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the private placement memorandum, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
5. **RATING ANALYSIS AND PREPARATION.** Fiscal Advisors shall use its best efforts in obtaining the highest possible rating for Client’s Securities. Fiscal Advisors will analyze the overall credit conditions of Client including the probable impact of any potential financing plan on the credit rating of Client. Fiscal Advisors will assist Client official(s) in their preparation for the rating interview with rating agency personnel, which may occur at the office(s) of the rating agency(ies). Fiscal Advisors will meet or engage in discussions with municipal rating agencies to review Client’s economic and financial condition and financing plans.
6. **CREDIT ENHANCEMENT.** Fiscal Advisors will make recommendations as to the appropriateness of municipal bond insurance for an offering. Fiscal Advisors will take into consideration the requirements for insurance and likelihood that a particular offering would qualify. Fiscal Advisors will also make recommendations as to the appropriateness of other forms of credit enhancements that might be available to Client, if any.
7. **METHOD OF SALE.** Fiscal Advisors shall provide advice with respect to the method of sale (i.e., competitive bid, negotiated underwriting or private placement). For a competitive sale, Fiscal Advisors shall prepare all necessary bidding documents and offering materials, including the notice of sale and *Bond Buyer* publication, as applicable. For a negotiated sale, Fiscal Advisors shall prepare, as applicable, a request for proposals, appraise the proposals received, make recommendations as to the firm to be selected, and finalize the terms of the sale to reflect Client’s best interest.



**8. MARKET ANALYSIS.** In order to appropriately advise Client on the establishment of a desirable sale date and to keep Client abreast of the cost of the financing plan under development, Fiscal Advisors shall monitor the following:

- a. General conditions and trends in the economy;
- b. Capital market conditions including the imposition of any unusual restraints on monetary supply by the Federal Reserve System;
- c. The status of recently sold municipal issues; and
- d. The supply of municipal securities coming to market.

**9. PAYING AGENT OR TRUSTEE & ESCROW AGENT SELECTION.** Fiscal Advisors shall assist Client in selection a Paying Agent or Trustee & Escrow Agent, as applicable.

**10. MATHEMATICAL COMPUTATIONS.** Fiscal Advisors will prepare maturity and other schedules showing mathematical results including the source and disbursement of funds, yield calculations, savings and escrow account calculations.

**11. ATTENDANCE AT MEETINGS.** Fiscal Advisors shall attend Client meetings to explain the progress of the transaction and the various documents to be adopted by Client.

**12. CLOSING.** Fiscal Advisors will prepare a memo or similar document showing the expected or required fund transfers at closing. Fiscal Advisors will obtain CUSIP numbers as requested by Client or as required by MSRB rules.

**13. REQUEST FOR PROPOSALS FOR SERVICE PROVIDERS.** Fiscal Advisors will prepare a request for proposal for the selection of Senior Managing Underwriter to perform underwriting services as required for the Issuance.

**14. SECONDARY DISCLOSURE.** Unless otherwise directed by Client, Fiscal Advisors will, on an annual basis, file Client's Continuing Disclosure Report with the Municipal Securities Rulemaking Board's ("MSRB") EMMA online document repository as required under the terms of the Continuing Disclosure Agreement or other written agreement requiring the filing of a Continuing Disclosure Report using information provided by the Client or obtained from third parties. Under the terms of this Agreement, Fiscal Advisors is not responsible for determining whether any Continuing Disclosure Report makes an untrue statement of material fact or omits to state any material information, or to make any determination with respect to the "materiality" of an event or whether such event reflects "financial difficulties" of the Client.

The services provided under this Agreement are limited to the services described herein unless amended or supplemented in accordance with this Agreement or otherwise agreed to in writing by Fiscal Advisors.

**APPENDIX B – FEE SCHEDULE <sup>(1) (2) (3) (4)</sup>**

<u><b>SERVICE</b></u>	<u><b>FEES</b></u>
<b>Bond Anticipation Note Issues:</b>	
Up to \$1,000,000 (Notice of Sale only)	\$1,800
\$1,000,001-\$5,000,000	\$5,500
\$5,000,001-\$10,000,000	\$6,200
\$10,000,001 and Over	\$6,900
<b>Bond Issues and Long-Term Financings</b>	
Up to \$1,000,000 (Notice of Sale only)	\$2,200
Bonds up to \$3,000,000 (Official Statement)	\$7,800
(bond fee increases based on size - \$1,000 per \$1 million above \$3 million)	
DASNY Bonds will be charged as bond fee plus hourlies. <sup>(5)</sup>	
<b>Refunding Bond Issues</b>	
Up to \$10,000,000	\$19,500 <sup>(5)</sup>
<b>Continuing Disclosure</b>	
Annual Continuing Disclosure	\$2,200
Material Event Filings (per occurrence)	\$500
<b>Hourly Fee</b>	<b>\$175</b>

<sup>(1)</sup> Actual Fees will be based on actual work performed: Fees may be affected by additional hourly fees charged for additional services specifically requested by the Client.

<sup>(2)</sup> This fee schedule is proprietary information provided to the Client only; it is not for dissemination, except pursuant to a valid request filed under the Freedom of Information Law (FOIL), or as otherwise required by law.

<sup>(3)</sup> Fees may adjust yearly based on Consumer Price Index (CPI) beginning January 1, 2022, and annually thereafter.

<sup>(4)</sup> The fees shown above are only for the services provided by Fiscal Advisors. The Client will also incur charges from (including, but not limited to) Bond Counsel, Rating Agency (as applicable), and Premier Printing, Inc. for printing/ mailing services and publication of Preliminary Official Statement and/or Notice of Sale.

<sup>(5)</sup> Fees associated with refinancing are paid from bond issuance at time of closing.

## APPENDIX C - DISCLOSURE OF CONFLICTS OF INTEREST

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about material conflicts of interest. The following represent Fiscal Advisors material conflicts of interest known to Fiscal Advisors as of the date of this Agreement.

**Affiliated Entities and Subsidiaries.** For most securities issuances, clients will need to utilize the services of a financial printer of the Official Statement, Notice of Sale and/or Bid Forms. In connection with these printing undertakings, Fiscal Advisors utilizes Premier Printing, Inc., a wholly owned subsidiary of Fiscal Advisors, to print, mail and electronically post client documents.

Armory Associates, LLC is an affiliate of Fiscal Advisors that provides valuations for Other Post-Employment Benefits, and may provide these services to you under separate contract for which it receives a separate fee. In addition, valuations provided by Armory Associates, LLC may be reported in your official statements and in your continuing disclosure (either separately or as part of your audited financial statements) and may affect a creditor's or investor's assessment of your financial position or credit strength.

With respect to all of the above conflicts, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

### **VARIOUS FORMS OF COMPENSATION**

The Municipal Securities Rulemaking Board requires us, as your Municipal Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

**Forms of compensation: potential conflicts.** The fees to be paid by the Client to Fiscal Advisors are partially contingent on the successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Fiscal Advisors may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Fiscal Advisors may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fixed fee.** Under a fixed fee form of compensation, the Municipal Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a Municipal Advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

With respect to each of the compensation conflicts described above, Fiscal Advisors manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Client which require it to put the interests of the Client ahead of its own.

### **REQUIRED REGULATORY DISCLOSURES**

Fiscal Advisors is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

As part of its SEC registration, Fiscal Advisors is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Fiscal Advisors. Pursuant to MSRB Rule G-42, Fiscal Advisors is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Fiscal Advisors or the integrity of its management or advisory personnel. Fiscal Advisors has determined that no such event exists.

Copies of Fiscal Advisors filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Fiscal Advisors & Marketing, Inc. or for our CIK number which is 0001591452.

There have been no material changes to the legal or disciplinary events that Fiscal Advisors has disclosed to the SEC.

- Teacher                      Special Education Teacher of the Student  
Regular Education Teacher
  - Parent                        Person in parental relationship to the student
- d. Approval for the Committee on Pre-School Special Education:
- Chairperson                Jaime Cleveland
  - Teacher                      Special Education Teacher  
Regular Education Teacher
  - Evaluators                  Approved SED list who participated  
in the Evaluation of the child. In  
addition, a licensed professional  
may be appointed by Madison or  
Oneida counties.
  - Parent                        Parent of Preschool child with the disability
- e. Approval for the 504 Committee:
- .            Chairperson                Danielle Mullen
  - .            Teacher                        Special Education Teacher of the Student
- f. Public Communication: Authorization by the Board of Education to distribute Agendas and Summaries of all Board of Education meetings via the Oneida City School District web page.
- g. Designation of the Assistant Superintendent for Finance and Support Services as Records Management Officer in keeping with the New York Local Government Records Law (Chapter 737).
- h. Appointment of Bernie Sharlette as Asbestos Designee for the School District's Asbestos Abatement Program.
- i. Appointment of Keith Josephs as Chemical Hygiene Officer for the School District's Chemical Hygiene Plan for Laboratory Safety.
- j. Appointment of James Rowley and the Superintendent of Schools as representative/alternate to the Madison-Oneida-Herkimer Health Consortium for the 2021-2022 school year.
- k. Appointment of James Rowley and the Superintendent of Schools as representative/alternate to the Madison-Oneida-Herkimer Workers' Compensation Board for the 2021-2022 school year.

**RECOMMENDED ACTION**

**A motion to approve Consent Agenda – Other Items  
as designated in the Oneida City School District’s Board of Education  
Organizational Meeting of July 1, 2021.**

**MOTION MADE BY \_\_\_\_\_  
SECONDED BY \_\_\_\_\_**

A \_\_\_\_\_ N \_\_\_\_\_

**VIII. Consent Agenda – Contracts and Agreements**

- a. Approval of the 2021-2022 Vehicle Lease Agreement between Madison-Oneida BOCES and the Oneida City School District as submitted.
- b. Approval of the 2021-2022 Classroom Lease Agreement between Madison-Oneida BOCES and the Oneida City School District as submitted.
- c. Approval of the 2021-2022 Transportation Contract Form TC between Madison-Oneida BOCES and the Oneida City School District as submitted.
- d. Approval of the Four Winds Saratoga, 2021-2022 Tutorial Contract between Four Winds Saratoga and the Oneida City School District as submitted.
- e. Approval of the Agreement between Huntington Family Centers, Inc. and the Oneida City School District from July 1, 2021 – December 31, 2022 as submitted.

**RECOMMENDED ACTION**

**A motion to approve Consent Agenda –Contracts and Agreements as  
designated in the Oneida City School District’s Board of Education  
Organizational Meeting of July 1, 2021.**

**MOTION MADE BY \_\_\_\_\_  
SECONDED BY \_\_\_\_\_**

A \_\_\_\_\_ N \_\_\_\_\_

**VEHICLE LEASE AGREEMENT**

**THIS AGREEMENT**, made as of this 1st day of July, 2021, between the Madison-Oneida BOCES, Spring Road, Verona, New York (hereinafter referred to as "BOCES") and the Oneida City School District, Oneida, NY (hereinafter referred to as the "District.")

**RECITALS**

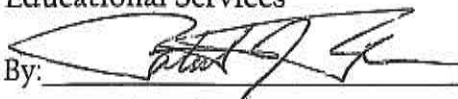
The BOCES is organized under the Laws of the State of New York, and among other duties, is responsible for the operation of a shared courier program for component districts. The District is organized under the laws of the State of New York and has a vehicle, a 2011 Ford Transit Van, VIN# NM0LS7DNXBT045418, LIC #AN5958, (hereinafter referred to as the "Vehicle"). The parties have agreed upon terms under which the BOCES may use the vehicle for permissible BOCES courier CoSer uses under the laws of New York State.

NOW THEREFORE, in consideration of the payment of \$9,105 (paid by June, 2022) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USE OF VEHICLE:** The District hereby authorizes BOCES to use the Vehicle upon the terms of this Agreement, and the BOCES hereby agrees to such terms.
  
2. **TERM AND USE:** The BOCES shall have the use of the Vehicle for a term to commence on July 1, 2021 and terminating on June 30, 2022 and shall use the Vehicle exclusively for permissible courier CoSer uses.
  
3. **MAINTENANCE, REPAIR, ETC.** The District, at its own expense, shall be responsible for all upkeep, maintenance and repair of the Vehicle (ordinary and extraordinary), and shall maintain the Vehicle in good order throughout the term thereof. The District is responsible to provide fuel for the vehicle.
  
4. **INSURANCE:** The District agrees to insure the Vehicle at the level of protection defined for all vehicles owned and registered by the District.
  
5. **INDEMNITY:** The BOCES agrees to defend, indemnify and save the District harmless from and against any and all claims, demands, costs, expenses and liabilities incurred in connection with, or with the defense of, any accident, injury, damage or other claim whatsoever caused to any person or property arising directly from the use of the Vehicle by a BOCES or employee during the term thereof.
  
6. **ENTIRE AGREEMENT:** This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effort.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers.

Madison-Oneida Board of Cooperative Educational Services

By:  \_\_\_\_\_

Date: 6-3-2021

Oneida City School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CLASSROOM(S) LEASE**

Made this 1<sup>st</sup> day of July, 2021, by and between the Oneida City School District, having its office at Oneida, New York (herein, "the Landlord"), and the Board of Cooperative Educational Services of Madison-Oneida Counties, having its office at Spring Road, Verona, New York, (herein, "the Tenant").

**WITNESSETH**

In consideration of the promises herein contained, the parties agree that the Landlord shall lease to the Tenant and the Tenant shall lease from the Landlord certain premises on the terms and conditions set forth below:

1. **LEASED PREMISES:** Classroom(s), located at the Landlord's: Oneida City School District, High School Campus

	<u>Rent</u>	<u>O&amp;M</u>	<u>Ancillary</u>	<u>Total</u>
1 Room	\$1,945	\$3,359		\$5,304
New Visions - Allied Health				
		<b>LEASE TOTAL</b>		<b>\$5,304</b>

2. **TERM OF LEASE:** Beginning on September 1, 2021 and ending at 5:00 PM on June 30, 2022. The Tenant may terminate this lease upon 30 days written notice to the Landlord.
3. **RENT:** \$5,304 for the entire term of this lease, payable at \$5,304 per year as invoiced to Tenant by Landlord, the first such invoice to be payable by June 30, 2022.
4. **AUTHORIZED USE OF PREMISES:** Classroom instruction.
5. **LANDLORD'S COVENANTS:** Landlord shall
- a. keep the leased premises in good repair and satisfactory condition for classroom use;
  - b. provide, without further cost to the Tenant, all necessary and reasonable maintenance, custodial services, heat, electricity, water, custodial supplies and equipment, local telephone services and all other customary services for classroom use;
  - c. provide necessary toilet facilities for Tenant's faculty and students, and parking spaces for the Tenant's faculty and support staff, and
  - d. permit Tenant to use its instructional support services areas/offices, gymnasium, cafeteria, faculty lounge and other on-premises facilities to the same extent that such facilities are available to the Landlord's faculty and students, and as such times as may be agreed upon by Landlord's building principal and the Tenant' and
  - e. carry liability insurance in the amount of at least \$1,000,000 each occurrence



6. **TENANT'S COVENANTS:** Tenant shall:
  - a. provide necessary personnel for instruction and supervision of its students;
  - b. provide its own instructional supplies and equipment;
  - c. use the leased premises only during those hours when the Landlord other facilities in the same building are available to use by Landlord's faculty and students; and
  - d. carry liability insurance coverage in the amount of at least \$1,000,000 each occurrence and shall list Landlord as an additional named insured on such policy for tenants under this lease.
7. **MUTUAL WAIVER OF SUBROGATION:** Each party does hereby mutually waive any right of subrogation which it may have against the other party arising out of any damage or loss to be the leased premises or property located herein or thereon at the time of such loss which either party may suffer or incur and for which the other party may be legally liable in whole or in part, solely or jointly with another or others. This subrogation waiver will be effective only to the extent it does not invalidate any insurance applicable to such damage or loss and that the proceeds of such insurance are actually recovered.
8. **INDEMNIFICATION:** Each party hereby agrees to protect, defend indemnify and hold harmless the other party for all costs and claims of loss, injury or damage, including, but not limited to, reasonable attorney fees and litigation costs, arising from or related to this lease or the occupancy hereunder, to the extent that such cost, claim, loss, injury or damage is caused by the negligence or other culpable conduct of the indemnifying party. The party requesting indemnification hereunder shall promptly notify the indemnifying party after receipt of a notice of claim or litigation document hereunder and shall cooperate in the defense thereof.
9. **DISPUTE RESOLUTION:** Any dispute that cannot be resolved between the parties hereunder shall be resolved utilizing the New York Simplified Procedure for Court Determination of Disputes as provided in Section 3031-3037 of the Civil Practice Law and Rules.
10. This lease is made subject to the approval of the Commissioner of Education of the State of New York as required by 1950(4)(p) of the Education Law.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written, executing this lease in triplicate, either one of which shall be deemed to be an "original" hereof.

**MADISON-ONEIDA BOCES ACKNOWLEDGEMENT**

By: *Lisa M. Decker*  
Print Name: Lisa M. Decker  
Title: Deputy Superintendent for Finance & Operations

STATE OF NEW YORK)  
COUNTY OF ONEIDA) SS.:

On the 18 day of June, 2021, before me, the undersigned, personally appeared Lisa Decker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

MICHELLE VAN DREASON  
Notary Public, State of New York  
No. 01VA6307978  
Qualified in Oneida County  
My Commission Expires July 21, 2018  
2021

*Michelle Van Dreason*  
NOTARY PUBLIC

**DISTRICT ACKNOWLEDGEMENT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF MADISON) SS.:

On the \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**BOCES OFFICE USE:**

Budget Code(s) CoSers \_\_\_\_\_

Original: Tara Pawlowski, Director of Business Services

Total Amount \$5,304

Payable 100% by June 2022

259000  
(SED CODE)

The State Education Department  
Transportation Unit, Room 1075 EBA  
89 Washington Avenue  
Albany, New York 12234

Form TC  
C \_\_\_\_\_  
Contract Number  
(SED will fill in)

**TRANSPORTATION CONTRACT**

(Do not use for Addendums or Extensions - See Note on Reverse)

Lisa M. Decker		Tele(315) 361-5520
Contact Person		Email: ldecker@moboces.org
Madison-Oneida BOCES		
School District/BOCES		
PO Box 168, 4937 Spring Road		
Street or P.O. Box		
Verona	NY	13478-0168
City	State	Zip Code

**Please Check if applicable:**

- Piggyback Transportation\*
- Special Education Only
- Regular & Special Education Pupils Combined
- Partial Year contract that costs \$20,000 or less
- One-month emergency contract- 31 Calendar days
- Contract for bus maintenance only

**Specifications include:**

- District will supply contractor with fuel
- Provision for attendants, escorts or monitors
- Clause for increasing or decreasing service

This AGREEMENT made this 1st day of July 2021 by and between  
Oneida City School District, County of Oneida, N.Y.  
(Name of School District or BOCES)

party of the first part and Madison-Oneida BOCES, party of the second part.  
(Contractor)

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

July 1st 2021 and to end June 30th 2022  
Month Day Year Month Day Year

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ See Annual Cost: lump sum which is paid in 10 or \$ monthly installments through regular general fund billing if on a per-bus, per-diem, per-mile or other unit cost basis for providing such transportation on a suitable conveyance.  
(If lump sum contract) (Unit Cost)

Total Anticipated Annual Cost \$ 160,000(approx.)

\*For a piggyback contract, list the originating school district & contract number \_\_\_\_\_ # \_\_\_\_\_  
If awarded through a request for proposals, date of request of such proposals \_\_\_\_\_ (see note on reverse)

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

_____ <small>(Signature of Trustee or President of Board of Education)</small>	<u>Oneida City School District</u> <small>(Party of the First Part)</small>	<u>565 Sayles St., Oneida, NY 13421</u> <small>(Post Office Address)</small>
_____ <small>(Signature of Contractor)</small>	<u>Madison-Oneida BOCES</u> <small>(Party of the Second Part)</small>	<u>PO Box 168, Verona, NY 13478</u> <small>(Post Office Address)</small>

**COMPLIANCE CERTIFICATION.** I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: 7/1/2021 Filed by: \_\_\_\_\_  
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

**PLEASE SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.**

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second party will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening \_\_\_\_\_ Complete **BID TABULATION** below:

1. _____ (Name)	_____ (Amount of Bid)	3. _____ (Name)	_____ (Amount of Bid)
2. _____ (Name)	_____ (Amount of Bid)	4. _____ (Name)	_____ (Amount of Bid)

Was contract awarded to the lowest responsible bidder?  Yes  No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If bid specifications were used, kindly forward a copy.

**MULTI-YEAR CONTRACT:** A separate line item shall be included in the Annual Budget and Budget Brochures. Also, a footnote to that line item shall indicate: " \_\_\_\_\_ year (first, second, etc.) of a \_\_\_\_\_ - year (two, three, etc.) contract, the total cost of which is \$ \_\_\_\_\_ " (total cost of multi-year contract).

**REQUEST FOR PROPOSALS:** If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

**EXTENSIONS AND ADDENDUMS:** An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.

Update 6/14/2021

DISTRICT	BUS #	YEAR	CHASSIS	BODY	SEATING CAPACITY	W/C
ONE	58	2010	FORD	EXPEDITION	7	
ONE	64	2010	GM	Thomas	30	
ONE	68	2013	IC	CESB	65	
ONE	69	2013	IC	CESB	65	
ONE	70	2013	IC	CESB	56	3
ONE	71	2013	IC	CESB	65	
ONE	72	2013	IC	CESB	65	
ONE	73	2013	IC	CESB	65	
ONE	74	2015	BLUEBIRD	VISION	65	
ONE	75	2015	BLUEBIRD	VISION	65	
ONE	76	2015	BLUEBIRD	VISION	59	4
ONE	80	2016	Thomas	C2	66	
ONE	81	2016	Thomas	C2	70	
ONE	82	2016	Thomas	C2	70	
ONE	83	2016	Thomas	C2	54	3
ONE	85	2018	Thomas	C2	70	
ONE	86	2018	Thomas	C2	70	
ONE	87	2018	Thomas	C2	70	
ONE	88	2018	Thomas	C2	70	
ONE	89	2018	Thomas	C2	70	
ONE	90	2019	Thomas	C2	65	
ONE	91	2019	Thomas	C2	65	
ONE	92	2019	Thomas	C2	65	
ONE	93	2019	Thomas	C2	65	
ONE	94	2019	Thomas	C2	65	
ONE	95	2020	Thomas	C2	65	
ONE	96	2020	Thomas	C2	65	
ONE	97	2020	Thomas	C2	65	
ONE	98	2020	Thomas	C2	65	
ONE	99	2020	Thomas	C2	65	
ONE	100	2020	Chevy	Suburban	8	
ONE	101	2021	Thomas	C2	70	
ONE	102	2021	Thomas	C2	70	
ONE	103	2021	Thomas	C2	70	
ONE	104	2021	Thomas	C2	70	
ONE	105	2021	Thomas	C2	70	
ONE	106	2021	Thomas	C2	70	
ONE	107	2021	Thomas	C2	66	
ONE	108	2021	Thomas	C2	54	4



2021 - 2022  
TUTORIAL CONTRACT

Oneida City SD  
565 Sayles St.  
Oneida NY 13421

agrees to pay for tutorial services provided by Four Winds to students who are:

1. Eligible for public education.
2. Residents of the district.
3. Currently in our inpatient treatment programs at Four Winds.

The district will pay thirty-five dollars and zero cents (\$35.0) an hour for instruction according to the following schedule:

1. Ten (10) hours per week for students in the middle and high school.
2. Five (5) hours per week for students in elementary school.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Date

form: avr/lib/schfrm12/s\_contract rev. 12/10/2007

CD122-EDU-002

office use only.. do not write in this space...do not fold, mutilate, or spindle .



AGREEMENT  
by and between

ONEIDA CITY SCHOOL DISTRICT  
565 Sayles Street, Oneida, New York 13421  
(herein after referred to as OCSD)

and

HUNTINGTON FAMILY CENTERS, INC.  
405 Gifford Street, Syracuse, New York 13204-3290  
(herein after referred to as HFC)

WITNESSETH:

WHEREAS, OCSD is charged by law to provide suitable and adequate educational programming and follow all New York State regulations for youth above the age of 5 and under the age of 21 until such times as they graduate and in accordance with criteria established by the New York State Education Department; and

WHEREAS, OCSD has determined to contract for certain assessment and/or supportive services ; and

WHEREAS, HFC employs family counselors with the experience and capacity to provide counseling to children and families;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND MUTUAL BENEFITS TO THE PARTIES TO THIS AGREEMENT, IT IS MUTUALLY AGREED BETWEEN OCSD and HFC AS FOLLOWS:

1. OCSD may refer clients assessed to be in need of clinical counseling services provided by their Huntington Adolescent Safe Option Treatment Program (HASOTP) to HFC on a form and in a manner acceptable to both OCSD and HFC.
2. The Huntington Adolescent Safe Options Treatment Program provides therapeutic counseling on an outpatient basis to children, adolescents, parents, adult care givers (including foster care parents) and family members. The counseling services address sexually reactive behaviors by the children and adolescents. Youth and families work together towards lowering risk to sexually reoffend. Parents are educated to change family dynamics that may have contributed towards the acting out behavior. The goal is for the youth to complete the program with an understanding of their high- risk situations, warning signs, and safety detours to avoid sexually acting out.
3. HFC agrees to initiate contact to clients referred by OCSD within one week of receipt of the referral.
4. HFC affirms that its counselors have the education, experience and any required licensure, certification or other credential to be considered recognized therapists in human services.

5. OCSD agrees to pay HFC using the following fee schedule:
  - Assessment/and or treatment components billed @ \$800.00 per month
  - Mileage at the Federal IRS Mileage Rate for all in person sessions.
6. The counselors employed by HFC recognize their obligation as mandated Child Protective Services reporters and agree to share concerns which affect the health and safety of mutual clients with \_\_OCSD\_\_.
7. No person shall, on the grounds of race, color, religion, national origin, sex, physical disability, or any protected category, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity funded in whole or part with funds made available under this agreement.
8. HFC, and its employees, will comply with all applicable state and federal laws, rules and regulations regarding student/patient privacy and data security, including, but not limited to, the applicable provisions of the Health Insurance Portability Act of 1996 ("HIPAA"), the federal Family Educational Rights and Privacy Act ("FERPA") and the New York State Education Law, Section 2-d. To the extent that HFC is a third- party contractor under New York State Education Law, Sections 2-c and 2-d, HFC shall act in good faith in negotiating an addendum to this Agreement as if required pursuant to Section 2-d.
9. HFC agrees to comply with the requirements contained in Attachment A, HIPAA Business Associate Appendix, and has executed said attachment as evidence thereof.
10. Employees, officers and/or agents of HFC shall not be considered employees or agents of OCSD for any purpose, including, but not limited to, compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding and/or Social Security, while performing services pursuant to this Agreement. Under no circumstances may any of this agreement be sub-contracted without the express approval of \_\_OCSD\_\_.
11. HFC agrees to comply with all applicable Federal and State laws and regulations governing equal employment opportunity and affirmative action.
12. HFC agrees to indemnify \_\_OCSD\_\_ against any loss \_\_OCSD\_\_ may suffer when such losses result from claims of any person or organization injured by the negligent acts or omission of HFC or its officers and employees.
13. HFC agrees to provide \_\_OCSD\_\_ with monthly progress reports regarding services provided under this Agreement, in a form and manner as agreed upon by HFC and \_\_OCSD\_\_. This will be accomplished using the Huntington Safe Options Treatment Program Clinical Intervention Progress Summary form. HFC and \_\_OCSD\_\_ will arrange for appropriate releases of information prior to commencement of services so that reports can be provided.
14. To ensure proper payment processing by, \_\_OCSD\_\_, HFC agrees to provide \_\_OCDCFS\_\_ with reports regarding services provided under this Agreement along with the periodic billing statements, in a form and manner as agreed by \_\_OCSD\_\_ and HFC. It is also agreed that both will provide timely notice to each other of changes in client circumstances that affect the provision of services under this agreement.



15. The term of this Agreement shall be from July 1, 2021 through December 31, 2022, unless terminated sooner in time in accordance with the terms of this Agreement, and may be mutually renewed in writing thereafter.
16. This Agreement may be terminated at any time by either party upon sixty (60) days written notice to the other party.
17. This contract shall be deemed terminated immediately should Federal and/or State funds for this contract become unavailable.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any and all disputes arising from this Agreement shall be subject to the exclusive jurisdiction and venue of state and federal courts of the County of Madison in the State of New York.
19. This Agreement may not be amended or modified in any manner except by written agreement signed by the parties.
20. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. HFC, by entering into this Agreement as evidenced by signature of its duly authorized principal below, hereby certifies that it and its principal(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State of New York or County of Jefferson department or agency.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates below shown.

Oneida City School District

Mary Lou Sayles  
 Executive Director  
 Huntington Family Centers

By: \_\_\_\_\_

Printed Name:

Date: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Huntington Family Centers, Inc.

By: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF Onondaga )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that \_\_\_\_\_ executed the same in \_\_\_\_\_ capacity, and that by \_\_\_\_\_ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ONONDAGA )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared MARY LOU SAYLES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that \_\_\_\_\_ executed the same in \_\_\_\_\_ capacity, and that by \_\_\_\_\_ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## Attachment A

### Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Appendix

#### I. Definitions

- (a) Business Associate shall mean HUNTINGTON FAMILY CENTERS, INC.
- (b) Covered Program shall mean THE STATE.
- (c) Other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

#### II. Obligations and Activities of the Business Associate

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the Business Associate has Protected Health Information in a Designated Record Set.

- (g) The Business Associate agrees to make amendment(s) to Protected Health Information in a Designated Record Set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the Business Associate has Protected Health Information in a Designated Record Set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program, available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule. The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health information in accordance with 45 CFR 164.528. No such disclosures shall be made without the prior written permission of the New York State Department of Health, Office of Medicaid Management.
- (g) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health information in accordance with 45 CFR 164.528.

### III. Permitted Uses and Disclosures by Business Associate

#### (a) General Use and Disclosure Provisions

- (1) Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

#### (b) Specific Use and Disclosure Provisions

### IV. Obligations of Covered Program

#### Provisions for the Covered Program to Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permission able Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program. Such Medicaid Protected Health Data may not be in any way permanently combined with other information gained from other sources.

VI. Term and Termination

- (a) *Term.* Effective April 14, 2003, in the event of termination for any reason, all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
  - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
  - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this Agreement may cause irreparable harm to the State; therefore, the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The Business Associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this Agreement.

*Miscellaneous*

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this Agreement conflicts with a provision of any other agreement on this matter, this Agreement is controlling.
- (f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

HUNTINGTON FAMILY CENTERS, INC.

By: \_\_\_\_\_  
Mary Lou Sayles  
Executive Director

Date: \_\_\_\_\_