# When an Executive Session occurs, typically the meeting begins at 6:00 PM with the Regular Meeting resuming at 7:00 PM

# CORTLAND ENLARGED CITY SCHOOL DISTRICT

Board of Education Meeting – Tuesday, February 14, 2012 – Regular Meeting 7:00 PM Kaufman Center, 1 Valley View Drive, Cortland NY

# 1. CALL TO ORDER

- 2. EXECUTIVE SESSION 6:00 -7:00 PM (if needed)
- 3. RECALL TO ORDER and PLEDGE OF ALLEGIANCE

# 4. COMMUNICATIONS and RECOGNITION

- a. Kudos Korner
  - 1.) 2012 Post-Standard / WCNY Oral Spelling Bee Finalist
- b. Audience Participation on items related to the Agenda (Speakers are asked to limit their comments to two minutes.)
- c. Board Member Reports
  - 1.) President's Report
  - 2.) Wall of Fame Inductees
  - 3.) NYSSBA School Board U Recognitions
  - 4.) Financial Planning Committee
  - 5.) Audit Committee
  - 6.) Annual Legislative Breakfast, February 4, 2012

# 5. PRESENTATIONS

- a. OCM BOCES Board
- b. Annual Youth Drug and Alcohol Survey
- c. UbD Update

# 6. CONSENT ITEMS

- a. Minutes of January 24, 2012 Regular Meeting
- b. Approval of CSE/CPSE Recommendations
- c. Health and Welfare Services Agreement Dryden Central School District

# 7. OLD BUSINESS

## 8. NEW BUSINESS

- a. 1st Reading Erie I BOCES Policy Revisions
- b. Field Placement Agreement

# 9. PERSONNEL ACTION

- a. Approval of Personnel Resignations and Leaves
- b. Approval of Non-Instructional Personnel Appointments
- c. Approval of Instructional Personnel Appointments

## 10. LEADERSHIP REPORTS

- a. Director of Business Operations
- b. Assistant Superintendent for Pupil and Personnel Services
- c. Superintendent
  - 1.) Dropout Report
- 11. **AUDIENCE PARTICIPATION:** (Individuals are requested to keep their comments to two minutes per speaker).

# 12. NEXT MEETING AGENDA REVIEW

# 13. ADJOURNMENT

# CORTLAND ENLARGED CITY SCHOOL DISTRICT

Board of Education Meeting – Tuesday, January 24, 2012 – Regular Meeting 7:00 p.m. F. E. Smith Elementary School, 33 Wheeler Avenue, Cortland NY

A regular meeting of the Board of Education was held on Tuesday, January 24, 2012 at the F. E. Smith Elementary School, 33 Wheeler Avenue, Cortland, New York.

**Present:** Mr. William Young, Ms. Melissa Davis-Howard, Ms. Janet Griffin, Mr. Paul Klinger, Mr. John Natoli and Ms. Alane Van Donsel

Absent: Mr. Joseph Lyman

Also Present: Mr. Laurence Spring, Superintendent of Schools; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Mr. Frank Ferrero, Interim Director of Business Services; Cortland Standard Representative; School and Community Representatives; Ms. Margaret Baccaro, Clerk

1. CALL TO ORDER: Mr. Young called the meeting to order at 7:00 p.m. and the Pledge of Allegiance was recited.

# 2. COMMUNICATIONS and RECOGNITION

- a. Kudos Korner
  - 1.) Recipients of Therapeutic Crisis Intervention Trainer Certification

    The Board recognized and presented certificates of Extraordinary Achievement to school psychologists Ms. Melissa Arthur and Ms. Amy Harmon for successfully achieving certification as Therapeutic Crisis Intervention trainers. TCI, a crisis prevention and intervention model is designed to teach staff how to help children learn constructive ways to handle crisis.
  - 2.) National Kindergarten Teacher Conference Presenter The Board recognized and presented a certificate of Extraordinary Achievement to Ms. Judi Haskins, Smith School Kindergarten teacher, for being selected to present at the National Kindergarten Conference.
- b. Audience Participation on items related to the Agenda (Speakers are asked to limit their comments to two minutes.) There were no requests to address the Board.
- c. Board Member Reports
  - 1.) President's Report Mr. Lyman was absent from tonight's meeting.
  - 2.) Financial Planning Committee

Mr. Ferraro reported that Mr. Martin Murphy, County Administrator, joined the committee this week for a discussion on savings through consolidation of services with county and city agencies. Areas discussed were tax collection, landscaping services, food services and transportation maintenance. Tax collection will be the first area to investigate as we already have the infrastructure in place. In addition, the committee discussed the overall view of the budget and the issues we will face this year.

3.) Policy Review Committee

Mr. Spring reported that the Policy Review Committee had met last week. A number of policies will be brought to the Board on February 14 for the first reading. All policies under review, will be put on Board agendas for first and second readings. This process ensures that the Board has an opportunity to review, ask questions and seek additional information prior to adopting a new or revised policy.

- 4.) CMSBA/TSTBA/COSBA Annual Legislative Breakfast, February 4, 2012
  Mr. Young reminded the Board members who are registered for the Annual Legislative Breakfast, that it will be held on February 4, 8:00 11:00 a.m., at Cincinnatus High School.
- 5.) CNYSBA Advocacy Conference and Workshop, January 28, 2012, 8:30 a.m. 12 noon, Fayetteville-Manilus High School

Mr. Spring will be attending the CNYSBA Advocacy Conference and Workshop.

6.) Emergency Calling System – Contact Information

Board members were asked to return their emergency calling system contact information forms to Ms. Baccaro this evening.

## 3. PRESENTATIONS

a. String Performance and Presentation

The Board was entertained by the Smith School string orchestra, led by Ms. Allison Capano. Prior to the performance Ms. Capano provided information on a professional development project she and her fellow music colleagues had worked on--Arthur Costa's work *Habits of the Mind*. She shared that they had found many ways that the fourteen habits applied to music, and provided a rubric she had developed on Persistence. The rubric helps her students think about how hard they work to achieve a goal.

# 4. CONSENT ITEMS

- a. Minutes of January 10, 2012 Regular Meeting
- b. Approval of CSE/CPSE Recommendations 610247865, 610392192, 607000013, 607000176, 610296162, 610244635, 610370167, 610261798, 607000126, 610261230, 610366731, 610391099, 607000163, 610322430, 610308249, 607000191, 610382519, 610357983, 610369029, 607000201, 610259625, 607000170, 607000166, 610392940, 607000008, 610255711, 610232483, 607000177, 610262880, 610284867, 607000173, 610264307, 607000134, 610295915
- c. Financial Reports: Treasurer's Report, Appropriations, Trial Balance, Revenues, Intrafund Transfers, Warrant December, 2011

RESOLVED, upon the recommendation of the Superintendent, to approve the Consent Items as presented.

Moved by Mr. Klinger, seconded by Mr. Natoli. Under discussion Ms. VanDonsel asked for clarity on codes for the various funds, and gained clarification that the Intrafund Transfer report contained no transfers and therefore was an accurate reflection of activities

Final Vote: Yes – 6, No – 0. Motion Carried.

# 5. OLD BUSINESS – none

# 6. NEW BUSINESS

a. Final Approval Extended Field – JSHS Wind Ensemble, Chamber Orchestra and Mixed Chorus – April 26-28, 2012 to New York, NY

RESOLVED, upon the recommendation of the Superintendent, to approve the JSHS Wind Ensemble, Chamber Orchestra and Mixed Chorus extended field trip – April 26-28, 2012 to New York, NY, as presented.

Moved by Ms. Griffin, seconded by Mr. Natoli. No further discussion.

Final Vote: Yes - 6, No - 0. Motion Carried.

b. Approval of Cortland County Community Services Board Agreement

Resolved, upon the recommendation of the Superintendent, to approve the Agreement with the County of Cortland Community Services Board for alcohol and substance abuse services for 2012, as presented.

Moved by Ms. Davis-Howard, seconded by Mr. Natoli. No further discussion. Final Vote: Yes - 6, No - 0. Motion Carried.

c. AP Standards Discussion

As we increase our AP offerings, policy type decisions and issues are coming before the Board. Most recently, issues regarding a mandatory requirement to sit for the AP final, and issues around weighting the course in comparison to other advanced courses have come forward. Board members engaged in dialogue on the topic and shared their opinions and thoughts including discussion on offering a teacher-generated final and establishing an acceptable score that students must achieve to receive full weighted credit to AP courses. The next step will be to involve high school staff in developing procedures to (1) set realistic guidelines for screening students as potential participants in AP courses,

(2) establish a score that a student will need to achieve on a teacher-generated final to receive full weighted credit, and (3) establish how the weighting would change should the student not achieve the established score. In addition, Mr. Spring will canvass schools in the local BOCES to survey them on the ways they are weighting AP courses.

d. Approval of Comprehensive Education Plan for Jr.-Sr. High School

RESOLVED, upon the recommendation of the Superintendent, to approve the Comprehensive Education Plan for the Jr.-Sr. High School as presented.

Moved by Mr. Klinger, seconded by Ms. Griffin. Under discussion Mr. Spring reviewed that the Jr.-Sr. High School had been identified as a School in Need of Improvement by the State, specifically in the area of ELA for students with disabilities. The CEP presented for approval was developed by a team of administrators, teachers, psychologists, and parent member in conjunction with NYSED regional consultants. The team analyzed data to guide and plan for improvement. Although our teachers are making strides in co-teaching, it was identified as an area in need of professional development. Ms. Griffin added that student behavior issues, additional aide time for resource rooms and a literacy specialist for grades 7-8 should be considered as well. Note: Mr. Klinger left the meeting at 8:30 p.m.

Final Vote: Yes – 5, No – 0. Motion Carried.

e. Ratification of CAA Contract

RESOLVED, upon the recommendation of the Superintendent, to ratify the contract between the Cortland Enlarged City School District and the Cortland Administrators Association, effective July 1, 2011 to June 30, 2014, as presented.

Moved by Ms. Griffin, seconded by Ms. Davis-Howard. Under discussion, Ms. Van Donsel asked to table the ratification to provide more time to review the contract. The contract had been available since July and discussions had taken place over the past several weeks therefore, Board members agreed to proceed with the vote.

Final Vote: Yes - 5, No - 0. Motion Carried.

# 7. PERSONNEL ACTION

a. Approval of Personnel Resignations and Leaves

RESOLVED, upon the recommendation of the Superintendent, to approve the Resignations and Leaves as presented on Resignations and Leaves Schedule No. 10.83. Moved by Mr. Natoli, seconded by Ms. Griffin. No further discussion.

Final Vote: Yes - 5, No - 0. Motion Carried.

b. Approval of Non-Instructional Personnel Appointments

RESOLVED, upon the recommendation of the Superintendent, to approve the appointments for Non-Instructional Personnel as presented on Schedule of Appointment 1054.

Moved by Ms. Davis-Howard, seconded by Ms. Griffin. No further discussion. Final Vote: Yes -5, No -0. Motion Carried.

c. Approval of Instructional Personnel Appointments

RESOLVED, upon the recommendation of the Superintendent, to approve the appointments for Instructional Personnel as presented on Schedules of Appointment 2170 and 2171.

Moved by Ms. Davis-Howard, seconded by Ms. Griffin. No further discussion. Final Vote: Yes -5, No -0. Motion Carried.

## 8. LEADERSHIP REPORTS

- a. Director of Business Operations
  - 1.) Financial Report

Mr. Ferraro encouraged the Board to look at Treasurer's reports during budget development from a finance manager's standpoint asking, What do these numbers mean? How are we going to make decisions in the best interest of students and taxpayers using this information? How do these numbers help us develop our budget and how do they translate to resources for students?

# b. Assistant Superintendent for Pupil and Personnel Services

# 1.) UPK Timeline

Ms. Riley provided an overview the Universal Pre-K timeline. The UPK program is currently serving 142 students enrolled in eleven sites, and funded solely through the state with a current budget of \$468,000. The agency RFP application process will begin this month. In March, Mrs. Riley will seek final Board approval of the RFP awards.

# c. Superintendent

# 1.) Capital Project Change Orders

Mr. Spring briefly reviewed the capital project change orders. He explained that the project does slow down at this time of year; however, as much as possible is being done at Randall as we are planning to return the elementary summer school program to Randall this year.

A Capital Project presentation was not on this evening's agenda; however, Board members were provided a printed report. Mr. Spring asked Board members to forward any questions to him.

# **9. AUDIENCE PARTICIPATION:** (Individuals are requested to keep their comments to two minutes per speaker).

Ms. Lori Megivern, Cut President, addressed the Board asking the Board to ask two questions. (1) What happened to the AP criteria that the Jr.-Sr. High School teachers and guidance counselors worked so hard to establish and follow? and (2) What happened to the ELA AIS labs at the Jr. High School this year?

Mr. John Carroll, Virgil resident, addressed the Board to question the cost of the new senior lounge at the High School. Mr. Spring responded that our contractors are in the process of separating out the cost of this project as it was included in the overall renovation cost. Mr. Spring invited Mr. Carroll to meet with him to discuss the costs, and to join him for a tour of the project.

# 10. NEXT MEETING AGENDA REVIEW

The following items were added to the next agenda: (1) Discussion/overview of APPR and UbD with staff feedback, (2) Audit Committee Report, and (3) Youth at Risk Report.

## 11. EXECUTIVE SESSION - none

## 12. ADJOURNMENT

With no further business to discuss, Mr. Young asked for a motion to adjourn the meeting at 9:10 p.m.

Moved by Ms. Griffin, seconded by Mr. Natoli. No further discussion. Final Vote: Yes – 5, No – 0. Motion Carried.

Margaret Baccaro, Clerk, Board of Education

# AGREEMENT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in triplicate this <u>21st</u> day of <u>October 2011</u>, by and between the Board of Education of the <u>Dryden Central School District</u>, the central office of which is located at <u>Dryden, New York</u>, as party of the first part, and the Cortland Enlarged City School District, Cortland, New York, as party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in the Cortland Enlarged City School District, Cortland, New York to begin on September 7, 2011 and to end on June 30, 2012.

Now, Therefore, The said party of the first part hereby agrees to pay the party of the second part the sum of \$1,830 for health and welfare services to be provided under section 912 to approximately 6 child/children residing in said Dryden Central School District and attending nonpublic schools in said Cortland Enlarged City School District, Cortland, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

1. The health and welfare services provided shall consist of the following:

Physician Services Nurse Services School Speech Therapy Services

2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school:

Supplies and equipment for use by physician, school nurse, and speech therapist (i.e. scales, vision and hearing testing devices, health record forms, First-aid supplies and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service. It is mutually agreed by and between the parties hereto that the pupil charge shall be recomputed at the end of the school year for which the charge is made based on actual cost divided by the October 1 enrollment.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the superintendent of schools shall approve the same.

In Witness whereof, the parties have hereunto set there hands the day and year above written.

# PARTY OF THE FIRST PART

(President, Board of Education)	(Address)
(Superintendent of Schools)	(Address)
Dated this day of	20 .

By-Laws

# SUBJECT: DUTIES OF THE DISTRICT CLERK

The District Clerk will be appointed by the Board at its Annual Organizational Meeting and will serve for a period of one (1) year. The Clerk's duties include the following:

- a) Attends all meetings of the Board and keeps a record of its proceedings and records, by name, those in attendance;
- b) Prepares minutes of the meetings of the Board, obtains approval of the minutes by the Board at the next meeting, signs the minutes to signify their official standing and forwards copies of the minutes to each member of the Board of Education;
- c) Sends notices of special meetings to members of the Board; contacts and communicates with members as required;
- d) Sees that the proper legal notices and announcements are published on all specifications and items out on bid, in accordance with state law;
- e) Maintains an up-to-date record of Board policies and by-laws;
- f) Delivers to, and collects from, the President (or Vice President) such papers for signature as may be necessary;
- g) Distributes notices to the public announcing availability of copies of the budget to be presented at the Annual District Meeting in compliance with the requirements of the State Education Law;
- h) Administers oaths of office, as required by Public Officers Law Section 10;
- i) Gives written notice of appointment to persons appointed as inspectors of election;
- i) Calls all meetings to order in the absence of the President and Vice President;
  - k) Assumes other duties customary to the office.

The above duties of the District Clerk are not intended to be complete but should serve as a comprehensive guide in undertaking the duties of this office. The District Clerk shall perform such other duties as may be assigned from time to time by the Board.

Education Law Section 2121 Public Officers Law Section 104

**2010** 1332

By-Laws

# SUBJECT: DUTIES OF THE SCHOOL DISTRICT TREASURER

The Treasurer is appointed by the Board of Education at the Annual Organizational Meeting and will be covered by a blanket bond. In addition to the routine duties of accounting, filing, posting and preparing reports and statements concerning District finances, the District Treasurer shall perform other specific tasks as follows:

- a) Acts as custodian of all moneys belonging to the School District and lawfully deposits these moneys in the depositories designated by the Board;
- b) Pays all authorized obligations of the District as directed, including payments of bond principal and interest;
- c) Maintains proper records and files of all checks, and approved payment of bills and salaries;
- d) Makes all such entries and posts to all such financial ledgers, records and reports, including bond and note registers, as may be properly required to afford the District an acceptable and comprehensive financial accounting of the use of its moneys and financial transactions;
- e) Signs all checks drawn on District fund accounts provided that the District's Claims Auditor has attested to the authority to issue the check based upon proper evidence of a charge against the District's funds;
- f) Assumes other duties customary to the office.
- g) Job descripton

Education Law Sections 2122, 2130 and 2523 Local Finance Law Sections 163 and 165 8 New York Code of Rules and Regulations (NYCRR) Sections 170.2(g), 170.2(o) and 170.2(p) Jurisdiction: Schools

Jurisdictional Class: Competitive

Adopted:

# SCHOOL DISTRICT TREASURER

# **DISTINGUISHING FEATURES OF THE CLASS:**

The work involves responsibility for planning, implementing and monitoring accounting and fiscal management functions in a school district. The incumbent in this position analyzes and monitors program funds, grants and expenditures; maintains accounting systems; furnishes periodic financial reports; completes the payroll and other related personnel reports; and may oversee account keeping activities completed by contract agencies. The work is performed under the general supervision of a department head or higher level administrator with leeway allowed for the exercise of independent judgment in carrying out details of the work. May supervise the work of subordinate employees engaged in account keeping and fiscal activities. Does related work as required.

# TYPICAL WORK ACTIVITIES: (Illustrative only)

Ensures the proper application and use of the District accounting systems and procedures to provide complete and accurate accounting for an agency's financial transactions;

Prepares financial reports required by State laws and local rules detailing claims and expenditures:

Performs cost and budget analyses, financial forecasting feasibility studies and other accounting tasks to aid in program efficiency and effectiveness:

Prepares and monitors an annual budget as required;

Maintains ledger and journal accounts and balances and reconciles bank statements and accounts;

Prepares periodic fiscal and statistical statements and reports for District use, or submission to State and Federal agencies;

Assists the department head in the preparation of service contracts by collecting and preparing statistical reports;

Assists the department head in the preparation of a program's annual operating budget and application for grants by compiling and analyzing financial data;

Advises and consults with department head and other staff on current fiscal and reporting requirements and control of expenditures;

Coordinates purchases for a department, verifies funds are available from appropriate accounts, prepares requisitions and maintains list of qualified suppliers;

Uses personal computer to make financial inquiries, maintain records and make financial analyses.;

May direct and supervise subordinate staff engaged in a variety of account keeping and fiscal activities;

May coordinate the maintenance of and prepare agency financial, payroll, personnel and attendance records;

contd.		2
Conta.		 4

# FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of the principles, practices and terminology of accounting; Good knowledge of financial administration including budgeting, purchasing and reporting; Good knowledge of modern office terminology, procedures, equipment and business English; Ability to develop and maintain accounting systems;

Ability to prepare and analyze complex financial records, reports and statements;

Ability to communicate effectively both orally and in writing;

Ability to operate a personal computer and utilize common office software programs;

Ability to perform close, detail work involving considerable visual effort and concentration;

Ability to establish and maintain effective working relationships with others;

Ability to communicate effectively, both orally and in writing;

Physical condition commensurate with the demands of the position.

# **MINIMUM QUALIFICATIONS:**

(a) Graduation from a regionally accredited or New York State registered college or university or one accredited by the New York State Board of Regents to grant degrees with a Bachelor's degree or higher in accounting, business or public administration or related field, and three (3) year of accounting experience.

By-Laws

# SUBJECT: DUTIES OF THE TAX COLLECTOR

The Tax Collector is appointed annually by the Board of Education and shall be covered by a bond. It shall be the responsibility of the District Tax Collector to perform the following duties:

- a) Prepares and mails tax notices;
- b) Uses suitable printed tax receipt forms as prescribed by the State Tax Commission;
- c) Collects taxes in the amount of the warrant, upon the issuance of the tax warrant by the Board of Education and penalty fees in accordance with the terms of such warrant;
- d) Turns over in a timely manner to the School District Treasurer all money collected by virtue of any tax list and warrant issued;
- e) Submits a report, certified by him/her to the Board of Education, showing the amount of taxes and fees collected along with the unpaid listing. The combination of taxes collected and uncollected shall equal the amount of the warrant;
- f) Turns over to the City Finance Office and the County Treasurer, in March, a list of unpaid taxes;
- g) Carries out such other duties of the position as prescribed in Education Law, Real Property Tax Law, or as established by the Regulations of the Commissioner of Education.

Education Law Sections 2126, 2130 and 2506 Real Property Tax Law Sections 922, 924, 1322, 1330 and 1338 8 New York Code of Rules and Regulations (NYCRR) Section 170.2

**2010** 1338

By-Laws

# SUBJECT: DUTIES OF THE SCHOOL PHYSICIAN/NURSE PRACTITIONER

The school physician/nurse practitioner shall be appointed by the Board of Education. The duties of the school physician/nurse practitioner shall include, but are not limited to, the following:

- a) Performs professional medical services in the examination and care of school children;
- b) Performs routine examinations of school children to detect the presence of contagious diseases and physical defects;
- c) Serves as an on call member on the Committee on Special Education;
- d) Reports to the Board on school health services;
- e) Coordinates scheduling for physical examinations to all students participating in interscholastic athletics;
- f) Develops the program of health service in accordance with policies approved by the Board and as directed by the Superintendent of Schools;
- g) Conducts physical exams for all bus drivers and substitutes prior to employment and annually thereafter as required as needed;
- h) Conducts physical exams for all new employees (instructional and non-instructional);
- i) Conducts a medical evaluation on any employee at the request of the Board of Education.

Education Law Sections 902, 913 and 6902

Agreement effective as of February 15, 2012\* by and between <u>Cayuga Community College</u>, an educational institution with a principal place of business at <u>197 Franklin Street</u>, <u>Auburn</u>, <u>NY</u> ("Institution"), and the <u>Cortland Enlarged City School District</u>, ("the District") with a principal place of business located at <u>1 Valley View Drive</u>, <u>Cortland</u>, <u>NY</u> 13045.

# **RECITALS:**

- A. The Institution is in the business of preparing students for professional careers in education and, as part of that preparation, arranges field Instruction/practical training/student teaching experiences for its students.
- B. The District employs people in the professions for which the Institution seeks field placements.
- C. The Institution desires to place its students in field placements within the District.
- D. The District is willing to provide field placements for the Institution students under certain terms and conditions.

Therefore, based on their mutual promises and other valuable consideration, the parties agree as follows.

# TERMS:

- 1. The District shall have sole discretion to offer as many, as few, or no field placements as it may determine annually.
- 2. The Institution represents that any students it seeks to place with the District will be adequately trained and knowledgeable for the field experience sought.

- 3. Each of the Institution's students placed with the District shall be of good character. The Institution shall provide proof of criminal background checks and fingerprint clearance through the State Education Department procedures prior to the start of any field placement with the District.
- 4. The District reserves the right to reject any student proposed by the Institution for a field placement experience or to terminate any student placed in a field placement for valid non-discriminatory reasons; and the Institution shall remove any employee or student of the Institution from the field placement experience at the District upon written notice that such person is no longer acceptable to the District.
- 5. The Institution will provide any accommodations or supports required under State or Federal disability laws by the students in order to perform in the field placement.
- 6. The parties acknowledge that the student participants are not employees of the District or the Institution during their field placements but rather students of the Institution satisfying requirements of their degree programs. As a result, the students shall not be eligible for, nor receive pay or other compensations or benefits of any kind.
- 7. Students shall be subject to and shall abide by all applicable policies, rules and regulations of the District, as well as Federal, State and Local law regulation.
- 8. The Institution shall identify and provide appropriate personnel to coordinate the Institution's student field placements at the District. The Institution will not be responsible for on-site supervision. The District shall identify and provide appropriate personnel to supervise the Institution's students in their field placement assignments.
- 9. The District and the Institution shall agree, prior to placement of students, upon the duration of the field placement as well as the number of days and hours per week expected of the student in the field placement experience.

- 10. In accordance with State law and decisions there under, the Institution shall be responsible for any liability, claim, loss, damage, suit or judgment (and if assessed by a court of competent jurisdiction, any costs, expenses and reasonable attorney's fees) arising directly from the negligent acts or omissions or the Institution or its officers or employees in connection with or account of the activities carried out under this agreement.
- 11. As consideration for the District providing field placement experiences for the Institution's students, the Institution shall provide the following:
  - a. Tuition credit voucher; or
  - b. Financial remuneration in the amount of \_\_\_\_\_\_
- 12. The agreement shall terminate on <u>June 30, 2012</u>. Either party may terminate this Agreement earlier, with or without cause, upon two weeks written notice to other party personally delivered or sent by registered mail, return receipt requested.

If to the District to:

Superintendent of Schools 1 Valley View Drive Cortland, NY 13045

If to the Institution to:

Name

Dept.

Address

City, State Zip

and shall be deemed given upon the earlier of receipt or three days after mailing.

- 13. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed so as to make the parties joint venturers, partners, or agents of the other. Neither party shall have nor hold itself out as having any power of authority to bind, create liability for, or otherwise act on behalf of the other.
- 14. This Agreement constitutes the entire understanding of the parties and may only be amended by written consent of the parties.
- 15. Any disputes arising from the Agreement shall be resolved in a court of competent jurisdiction within Cortland County, New York, and the parties consent to jurisdiction of any such court. The Agreement shall be governed by and construed in accordance with New York State Law.

The parties' consent to this Agreement is indicated by their signatures below.

Cortland Enlarged City School District

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

Title: Superintendent of Schools

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

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

# ITHACA COLLEGE SCHOOL OF HEALTH SCIENCES & HUMAN PERFORMANCE STANDARD AFFILIATION AGREEMENT

THIS AGREEMENT, made this 10th day of February 2012, by and between **Ithaca** College, a New York Educational Corporation with its principal office in Ithaca, NY (hereinafter referred to as the "College"), and Cortland City School District, Cortland, NY(hereinafter referred to as the "Facility").

For the purposes of this agreement, "Facility", includes but is not limited to, any one of the following: Hospital, Private Practice, School, Clinic, Nursing Home, Health Care Agency.

WHEREAS, the College conducts educational programs for students preparing for the practice of Physical Therapy, Occupational Therapy, Speech Language/Pathology, Recreation & Leisure Services, Exercise & Sports Sciences, Health Promotion (the "Program") and

WHEREAS, the Facility has facilities well suited to provide clinical training and experience for the students in the Program, and

WHEREAS, the parties hereto are desirous of cooperation in order to produce qualified, client-oriented and clinically trained professionals,

NOW THEREFORE, in consideration of the mutual covenants, promises and provisions hereinafter set forth, it is agreed as follows:

# **DUTIES AND RESPONSIBILITIES OF THE COLLEGE**

- 1. The College shall be responsible for the administration of the Program, its curriculum content, requirements for matriculation and graduation, grading, records and faculty appointments. Each program will have a designated faculty member who shall serve as liaison between the College and the Facility, coordinate the clinical and academic experiences of the students, assist the on-site instructor when necessary, and in other ways assist the Facility to provide an effective and meaningful learning opportunity for the students.
- 2. The College's students and faculty shall, at all times, be subject to and comply with all rules, regulations, procedures, and policies of Ithaca College and Facility, including the written policies set forth in the College's student handbook, departmental handbook, and the written policies, procedures, standards of care and protocols of the Facility.
- 3. The College shall require all participating students to purchase a minimum of \$2,000,000/\$4,000,000 liability insurance.
- 4. The College shall cooperate fully with the Facility with respect to physical examinations, vaccinations and availability of health records of the College's students participating in the Program. The College shall require each student affiliated at the Facility to furnish to the Facility the necessary health and vaccination documentation required by the Facility. The College shall

require students to provide notice to the Facility, prior to the start of the affiliation, of fingerprint clearance and/or a completed background check.

- 5. The College agrees to immediately remove a student from assignment at the Facility upon the Facility's request, after the Facility reasonably has determined that such removal is of urgent necessity. The Facility will discuss each particular situation with the designated faculty member prior to requesting removal unless emergency circumstances preclude such discussion.
- 6. Ithaca College agrees to indemnify and hold free and harmless both agents and their facilities, its board of directors, officers, agents, servants, employees and appointees from expenses, claims, lawsuits and judgments which agents and/or their facilities, its officers, agents, servants, employees and appointees may become liable to pay or defend as a direct result of any negligent act or omission on the part of Ithaca College, its students, guests and appointees which might arise as a direct result of Ithaca College's student internships.

# **DUTIES AND RESPONSIBILITIES OF THE FACILITY**

- 1. The Facility agrees to make its facilities available upon the terms and conditions hereinafter set forth in order to assist the College in carrying out its educational programs, having due regard for the Facility's primary objectives of providing high quality patient care and treatment.
- 2. The Facility shall provide appropriate supervision of students by qualified and certified personnel, make available clinical areas for student training, including necessary and appropriate equipment and supplies for administering therapy, shall provide adequate space facilities for clinical instruction, and in general, shall undertake such activities as will permit students participating in the Program to gain clinical expertise.
- 3. Except as otherwise agreed between the parties, the Facility shall not be responsible for any compensation for services or expenses for medical, meals, travel or other incidental expenses incurred by College students or faculty participating in the Program, nor shall the College become obligated to the Facility or any member of its staff for any expenses or payment. The Facility shall secure emergency medical care at cost to students who become ill or are injured while on duty.
- 4. The Facility agrees to indemnify and hold free and harmless the College, its board of trustees, officers, agents, servants, employees and appointees from expenses, claims, lawsuits and judgments which the College, its trustees, officers, agents, servants, employees and appointees may become liable to pay or defend as a direct result of any negligent act or omission on the part of the Facility, its board of directors, officers, agents, servants, employees and appointees which might arise as a direct result of Ithaca College's student internships.

# **CONFIDENTIALITY**

1. The students and faculty of Ithaca College shall respect the confidential nature of all

information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the Facility's electronic system.

- 2. Ithaca College shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. In addition, Ithaca College agrees to provide students and faculty with an overview of the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with the Facility's policies and procedures relative to HIPAA.
- 3. The Facility agrees to provide students and faculty with training regarding the Facility's policies and procedures relative to HIPAA. Ithaca College and the Facility acknowledge that students and faculty may use patients' personal health information for educational purposes at the Facility and at Ithaca College. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates.

# MUTUAL TERMS AND CONCLUSIONS

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- 1. The parties agree that the number of students to be assigned to the Facility, their schedules and dates of admission shall be mutually arranged and agreed upon at least one month prior to the commencement of each program at the Facility.
- 2. The College's students and faculty participating in the Program at the Facility shall in no event become nor be deemed to be employees, servants or agents of the Facility, nor shall any person on the staff or administration of the Facility become or be deemed to be an employee, servant or agent of the College.
- 3. The parties agree to continue their respective policies of nondiscrimination based on sex, age, race, color, creed, national origin, sexual orientation, veteran's status, gender identity or expression, Title IX of the Educational Amendments of 1972 and other applicable laws, including the Americans with Disabilities Act.
- 4. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that generally student permission must be obtained before releasing specific student data to anyone other than the College.
- 5. Each paragraph of this Agreement is severable from all other paragraphs and if any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect. This Agreement shall be governed by and construed under the laws of the State where the Facility is located.
- 6. The term of this Agreement shall be three (3) years, unless earlier terminated by the parties upon mutual consent or as otherwise set forth within. After the initial three (3) year term of this Agreement, this Agreement shall renew for successive three (3) year terms by execution of a Letter of Continuity every three (3) years.

- 7. Either party to this Agreement may terminate the same by giving at least ninety (90) days written notice to the other. In the event that this Agreement is terminated by either party, the students enrolled at the time of termination will be given the opportunity to complete their clinical education at the Facility where they were placed prior to the termination.
- 8. This Agreement may not be modified, amended or rescinded orally. The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default of the same or similar nature and shall not in any way affect the terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties. Neither party shall assign any of its rights or obligations under this agreement without the prior consent of the other party. Any such assignment is expressly prohibited and shall be deemed null and void.
- 9. No party shall use the other's name or logo in any descriptive of promotional literature or communication of any kind without the other's prior written approval.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of year first above written.

	FACILITY
Date:	BY:Signature, Position/Office of Its duly authorized representative
	ITHACA COLLEGE
Date:	BY: Margaret L. Arnold, Ph.D.
	Interim Associate Dean School of Health Sciences & Human Performance

# SCHEDULE OF RESIGNATIONS AND LEAVES

# ADMINISTRATORS, INSTRUCTIONAL AND NON-INSTRUCTIONAL STAFF School Year 2011-12

Schedule Number: 10.84

Board Meeting Date: February 14, 2012

Color: White

# A. Approval of Personnel Resignations and Leaves

# INSTRUCTIONAL PERSONNEL:

	REASON			Retirement	TOTAL CHICALL.	Retirement		
	RESIGNATION	DATE	0100,10,00	7107/10//0		7//01/2012		
	ORIGINAL	AFFOINIMENT	09/01/1000	07/01/1990	09/01/1080	02/01/12/00		
DOCTORY	FOSITION	_	Art	177. 1	Nindergarten			
		Andrews Cumthin	Alluna, Cymula	Taylor Kathlean	tayioi, ixauilicell			

# NON-INSTRUCTIONAL PERSONNEL:

	DEACON	NOCUCIA		Retirement.	
	EFFECTIVE	DATE	2,00,00,00	06/30/2012	
	ORIGINAL	APPOINTMENT	00/01/1003	02/01/1993	
POSITION	NOTIFO		Payroll Clerk/Tax Collector		
RESIGNATION		Chantrall Davila	Citatiticii, raula		

# INSTRUCTIONAL/NON-INSTRUCTIONAL PERSONNEL:

	DEAGON	KEASON	
	LEAVE DATES		
	ORIGINAL	APPOINTMENT	
	POSITION		
I DAVIE OR ABORNO	LEAVE OF ABSENCE		

# To Fix Salaries and Schedule Conditions for the School Year 2011-12 Non-Instructional Personnel

Schedule Number:

February 14, 2012 Board Meeting Date:

Color:

White

NAME	JOB TITLE	SERVICE AREA	EFFECTIVE DATE	APPOINTMENT TYPE	REMARKS	SALARY/ HOURLY RATE
Gore, Bridget	Teacher Aide	Randall	01/31/2012	Reinstatement		
				Nominatation of the state of th	o,	\$11.00
Johnson, Stephani	Teacher Aide	Parker	02/15/2012	. T. U.	vacancy as a FEL reinstatement.	
		T are two	7107/61/70	Frobationary	Stephani will fill the Teacher	\$9.60
Richon Danin	T . T				Aide vacancy.	
Suop, Dawn	reacher Aide	Parker	02/15/2012	Probationary	Dawn will fill the Teacher Aide	\$9.60
Rallard Brian	Set = 1 T 1 11 1				vacancy.	
unald, Dilan	School-10-Work-Coordinator	JSHS	02/15/2012	Provisional	2 <sup>nd</sup> provisional appointment.	\$9.84
					Civil Service regulations state	
					that only two provisional	
					appointments can be made in the	
					same title to the same person.	

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# Non-Instructional Substitute Personnel To Fix Salaries and Schedule Conditions for the School Year 2011-12

Schedule Number:

1056

Board Meeting Date: February 14, 2012

Color:

White

The following individuals are appointed conditionally (pending fingerprint clearance) to the substitute list for non-instructional personnel. The Superintendent is authorized to make assignments from the list.

**Last Name** 

First Name

Title

Rate

Remarks

Tucci

Tirzah-Jo

Teacher Aide

\$8.55

Retroactive to 01/03/2012

# **ELEMENTARY & SECONDARY SUBSTITUTE TEACHERS/TUTORS 2011-12**

Schedule Number: 2172

Board Meeting Date: February 14, 2012

Color: Yellow

The following individuals are emergency conditional appointments to the substitute teacher list. The Superintendent is authorized to make assignments from the list.

Name	Title	List	Daily Rate	Remarks
Quadrozzi, Elizabeth	Substitute Teacher	Α	\$83.00	Retroactive to 02/03/2012
Wines, Deb	Substitute Teacher	Α	\$83.00	
Hamlin, Scott	Substitute Teacher	В	\$73.00	
Miura, Sarah	Substitute Teacher	Α	\$83.00	
Shirey, Megan	Substitute Teacher	Α	\$83.00	
Pfister, Lois	Substitute Teacher	Α	\$83.00	

<sup>\*</sup> Substitutes appointed above are automatically eligible to substitute as Teaching Assistants.

# INTER-SCHOLASTIC (ATHLETICS)

To Fix Salaries and Schedule Conditions for the School Year 2011-12

Schedule Number:

2173

Board Meeting Date: February 14, 2012

Color:

Blue

NAME	TITLE	VARSITY/JV JUNIOR HIGH	SPORT	BOYS/ GIRLS	AMOUNT
Caughey, Daniel	Vol. Asst. Coach	Modified	Lacrosse	Boys	\$ Volunteer