

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Tuesday, May 8, 2012 – Regular Meeting 7:00 PM**  
**Kaufman Center, 1 Valley View Drive, Cortland NY**

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- 1. CALL TO ORDER**
- 2. EXECUTIVE SESSION 6:00 -7:00 PM**
- 3. RECALL TO ORDER and PLEDGE OF ALLEGIANCE**
- 4. COMMUNICATIONS and RECOGNITION**
  - a. Kudos Korner
  - 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.) Financial Planning Committee
    - 3.) Audit Committee
- 5. PRESENTATIONS**
  - a. 3<sup>rd</sup> Quarter Academic Report
- 6. CONSENT ITEMS**
  - a. Minutes of April 23, 2012 Regular Meeting
  - b. Minutes of May 1, 2012 Public Budget Hearing
  - c. Approval of CSE/CPSE Recommendations
- 7. OLD BUSINESS**
  - a. Financial Reports: Treasurer’s Report, Appropriations, Trial Balance, Revenues, Intrafund Transfers, Warrant – March 2012 (Tabled 04/23/2012)
  - b. Approval of Faculty/Student Calendar for 2012-13
- 8. NEW BUSINESS**
  - a. Approval of Memorandum of Understanding between Cortland Enlarged City School District and Family Counseling Services of Cortland County for Supplementary Student Services
  - b. Approval of Revised Property Tax Report Card for 2012-13
  - c. Approval of the Renewal Proposal by Cayuga Medical Center of Ithaca for Athletic Training Services for 2012-13
- 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
    - 1.) Financial Report
  - b. Assistant Superintendent for Pupil and Personnel Services
    - 1.) APPR Plan Update
  - c. Superintendent
    - 1.) Change Order Review

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 – Monday, April 23, 2012 – Regular Meeting 7:00 p.m.**  
**Virgil Elementary School, 1208 Church Street, Cortland NY**

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A regular meeting of the Board of Education was held on Monday, April 23 2012 at the Virgil Elementary School, 1208 Church Street, Cortland, New York.

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

**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

**Absent:** Mr. William Young

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE:** Mr. Lyman called the meeting to order at 7:00 p.m. and the Pledge of Allegiance was recited.

A group of Virgil School 5<sup>th</sup> and 6<sup>th</sup> graders, under the direction of music teacher Ms. Sharon Phetteplace, entertained the Board and audience with an African drumming ensemble. Board and audience members were selected to participate and perform with the students.

Mr. Lyman thanked Ms. Phetteplace and her students for providing a very enjoyable performance. He also thanked the Virgil PTO for providing refreshments this evening.

2. **COMMUNICATIONS and RECOGNITION**

- a. Kudos Korner – There were no Kudos Korner recognitions.  
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 called for a moment of silence to recognize the recent passing of retired teachers Miss Mary Gillis and Mrs. Eleanor Elliott.

2.) CNYSBA Annual Meeting – May 24, 2012 Welch Allyn Lodge, Skaneateles

Members wishing to attend the annual meeting were asked to contact Ms. Baccaro.

3.) Rural Schools Association Conference – July 8-10, 2012 Otesaga Hotel, Cooperstown

Members wishing to attend the conference were asked to contact Ms. Baccaro.

4.) Board Yearbook Order – Members were asked to notify Ms. Baccaro if they were interested in purchasing a yearbook.

5.) Proposed Summer Meeting Schedule – Members were asked check calendars and notify the clerk of any conflicts with the proposed schedule.

a. Tuesday, July 3 – Organizational and Regular Meeting

b. Tuesday, July 24 – Regular Meeting

c. Tuesday, August 7 – Regular Meeting

d. Tuesday, August 21 – Regular Meeting

6.) Reminders – Mr. Lyman called attention to the following reminders:

a. April 25, 2012 5:00 p.m. – Board Candidate Petitions are due to the Board Clerk

b. May 1, 2012 – Public Budget Hearing, JSHS Auditorium

c. May 7, 2012 – Meet the Candidates session will be held at the JSHS Auditorium if more than three candidates submit petitions to run for the three open seats.

7.) Assistant Coaches

Some assistant coaches had expressed interest to Mr. Natoli regarding access to our athletic facilities—specifically the weight room and track. Ms. Griffin mentioned that this issue had been brought before the Board at a previous meeting; however, no closure had been reached.

Mr. Spring asked for clarity whether the request was for use as assistant coach or for personal use. Having the facility available for practices is a procedural issue and can be resolved immediately—individuals who coach as part of our interscholastic or co-curricular program need to schedule the time to ensure the facility is available.

However, facilities available for staff and public use is a policy discussion. We have begun collecting information on how other districts are handling this and under what conditions. This as a public facility, and Mr. Spring encouraged the Board to consider how to make it a benefit for the public as well as a classroom and athletic space.

Mr. Robert Gambitta, JSHS Teacher and assistant coach, addressed the Board to request a key to the track. He provided letters of support for Board consideration. Mr. Lyman thanked Mr. Gambitta for clarifying his request and for his official role as coach and teacher, and also for his unofficial role as assistant coach.

Mr. Lyman explained that the Board needs to look at this as policy. He is confident that this issue will be rectified fairly to allow staff access while attending to liability issues, and also allowing access to the public. Mr. Spring will meet with Mr. Gambitta regarding coaching access to the track.

### 3. PRESENTATIONS

#### a. Capital Project Update

Mr. Jim Mulherin, of Lend Lease, and Mr. Brian Domke, of the architectural firm Tetra Tech, were present to update the Board on the progress of our Capital Project. Members questioned whether the water issue on the athletic field had been resolved. Mr. Mulherin responded that although there is nothing obvious at the time we continue to observe for any standing water. Members asked if the roof leaks at the JSHS had been taken care of. Mr. Mulherin responded that the old roof is being replaced in stages, and he has worked with the subcontractors to ensure they use the correct process when beginning a new section.

### 4. CONSENT ITEMS:

#### a. Minutes of April 10, 2012 Regular Meeting

#### b. Minutes of April 17, 2012 Special Meeting

#### c. Approval of CSE/CPSE Recommendations

610382517, 610307212, 610261366, 610365380, 610334090, 610364513, 610328939, 610271227, 610308398, 610352185, 607000382, 607000405, 610351339, 610236534, 607000145, 610394618, 610385846, 610394088, 610363538, 610353282, 610343387, 610355575, 610353324, 610397021, 607000011, 607000095, 610395305, 607000380

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

**Moved by Ms. Griffin, seconded by Mr. Natoli.**

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

### 5. OLD BUSINESS - None

### 6. NEW BUSINESS

#### a. Financial Reports: Treasurer's Report, Appropriations, Trial Balance, Revenues, Intrafund Transfers, Warrant – March 2012

**Resolved, upon the recommendation of the Superintendent, to approve Financial Reports dated March 2012 as presented.**

**Moved by Mr. Klinger, seconded by Ms. Griffin.** Under discussion Ms. Van Donsel asked for clarity on several budget lines, specifically expenditure decreases to the General Fund and TRS. Ms. Michelle Cretaro, CBO Treasurer, came forward to respond to her questions. Next, Ms. Davis-Howard asked for clarity on the decrease in textbook expenses, and Ms. Griffin questioned four entries on the appropriations report under cash disbursement, and asked Ms. Cretaro or Mr. Ferraro to research and provide an explanation. Ms. Van Donsel asked to have financial reports two weeks in advance to provide time for review and questions prior to the meeting. Ms. Van Donsel asked to table this item until they have answers to their questions.

**Final Vote: Members reached consensus to table this item.**

- b. Approval of the Combined Cortland-Homer Varsity Boys Ice Hockey Team for 2012-13  
**Resolved, upon the recommendation of the Superintendent, to approve the continuation of the combined Cortland-Homer Varsity Ice Hockey team for 2012-13 Winter Season as presented.**

**Moved by Mr. Natoli, seconded by Mr. Klinger.** Under discussion, Ms. Davis-Howard asked if the District had a policy regarding younger players playing Varsity hockey. Mr. Spring responded that there is a classification procedure. He will provide members with this information.

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

- c. Election of BOCES Board of Education Trustees  
**Resolved that the Board of Education casts its ballot in the annual election of members of the Board of Cooperative Education Services, held on April 23, 2012, for the following people: Wayne Brownsone (ESM CSD), William Pedrick (Homer CSD), Maryann Wasmund (Fabius-Pompey CSD), and V. Ann Wright (JD SD).**

**Moved by Ms. Davis-Howard, seconded by Mr. Klinger.** No further discussion.

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

- d. Approval of BOCES Administrative Budget

**WHEREAS, the Board of Cooperative Educational Services for the Sole Supervisory District of Onondaga, Cortland, and Madison Counties, (the “BOCES”) duly presented its tentative 2012-2013 administrative budget of \$5,566,770 at its 2012 annual meeting; and**

**WHEREAS, the Board desires to approve said tentative administrative budget.**

**NOW, THEREFORE, BE IT RESOLVED as follows:**

**The BOCES’ tentative administrative budget of \$5,566,770 is hereby approved.**

**This resolution shall take effect immediately.**

**Moved by Ms. Griffin, seconded by Mr. Klinger.** No further discussion.

**Final Vote: Yes – 6, 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. 10.88.**

**Moved by Mr. Natoli, seconded by Ms. Davis-Howard.** Under discussion Ms. Joan Lowie’s retirement was accepted with regrets.

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

- b. Approval of Non-Instructional Personnel Appointments – None

- c. Approval of Instructional Personnel Appointments

**Resolved, upon the recommendation of the Superintendent, to approve the appointments for Instructional Personnel as presented on Schedule of Appointment 2179.**

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

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

## 8. LEADERSHIP REPORTS

- a. Director of Business Operations

- 1) Financial Report

Mr. Ferraro advised the Board that the final budget will be posted to the District website within the next few days. A line item of the budget along with information on the 2% Tax Cap will be available in each building in the district. Public budget information sessions will be scheduled and a calendar will be posted to the web.

- b. Assistant Superintendent for Pupil and Personnel Services

- 1) Elementary Enrollment

Ms. Riley shared a worksheet used to project sections at the elementary level. The worksheet reflected all students returned to their home schools. She emphasized that, although enrollments are reviewed weekly this time of year and daily during the

summer, up through August there will be changes. Mrs. Riley will continue to provide the Board with updates.

c. Superintendent

1.) Draft Calendar 2012-13

Mr. Spring provided members with a draft student and staff calendar for 2012-13. Due to the SED scheduling Regents one week earlier and considering instructional time and the number of required days in session some difficult decisions had to be made. Dates to pay particular attention to: November 21 (day before Thanksgiving) students will be in session, March 29 (Good Friday) will be a professional development day, June 24 (Monday after school lets out) will be a professional development day. Advisory Council has had an opportunity to review the draft and provide input to the decision making.

Ms. Griffin asked how our number of days compared to surrounding districts, and if the district had considered reducing them as a cost savings measure. Mr. Spring answered that some surrounding districts have fewer and some more. Reducing the number of days is a monetary issue. He did share that the average professional development day costs the District approximately \$75,000 for instructional staff only, and \$100,000 for all staff. Reducing professional development days by two would benefit the district financially.

The calendar will be presented for final approval at the May 8 Board Meeting.

9. **AUDIENCE PARTICIPATION:** (Individuals are requested to keep their comments to two minutes per speaker). There were not requests to address the Board.

10. **NEXT MEETING AGENDA REVIEW**

The following items were added to the next agenda:

- Executive Session – Update on candidates for Director of Business Services and Payroll Clerk
- March Financial Report – tabled
- APPR Plan Update

Follow-up requests:

- Sample policies from other districts on facility use
- Update on pending legal issues regarding the Capital Project – Mr. Spring will provide this in writing

11. **ADJOURNMENT**

There being no further business to conduct, Mr. Lyman asked for a motion to adjourn the meeting at 9:04 p.m.

**Moved by Mr. Natoli, seconded by Mr. Klinger. No further discussion.  
Final Vote: Yes – 6, No – 0. Motion Carried.**

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**Margaret Baccaro, Clerk, Board of Education**

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education**  
**Public Budget Hearing – May 1, 2012**

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A meeting of the Board of Education to present the proposed budget for 2012-13 to the public was held in the Auditorium of the Cortland Junior-Senior High School, 8 Valley View Drive, on Tuesday, May 1, 2012.

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

**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

**Absent:** Mr. William Young

**1. CALL TO ORDER – Mr. Lyman called the meeting to order at 7:03 p.m. and the Pledge of Allegiance was recited.**

**a. Introductions of Board and Staff**

Mr. Lyman introduced members of the Board of Education and Administrative Cabinet, then turned the hearing over to Mr. Ferraro, Interim Director of Business Services.

**2. PRESENTATION:**

**a. Proposed 2012-13 School Budget**

Mr. Ferraro presented the proposed 2012-13 school budget in the amount of \$45,153,798, with a tax levy increase of 2.47% or \$1,086,782 over the 2011-12 budget.

Mr. Ferraro reviewed the 2% Tax Levy Cap, and provided summaries of expenditures, revenues and reserves. He explained budget challenges, aid loss, and the cost increases that are mandated by NYS Education Law (Teacher Retirement System, Employee Retirement System, Health Insurance, and Benefit increases).

Mr. Ferraro reviewed budget cuts in staffing, program, supplies and professional development amounting to \$611,465. These cuts were in addition to \$2,573,000 previously cut. He noted that the district has had a 7.3% reduction in staff (35 staff) since 2008.

The budget will be funded through state aid (55.6%), property taxes (34.9%), miscellaneous sources (3%), and reserves (6.4%). The district will be using \$2.9 million of its \$11 million in reserves to make up the gap in revenues.

Mr. Ferraro explained that should the budget be defeated, and the district goes to a contingency levy, \$506,392 in additional cuts will have to be made. The only way to close the gap will be through reductions in staff and program.

Mr. Ferraro concluded by announcing he would be pleased to present the budget or answer questions pertaining to it to any community group (regardless of size). He encouraged anyone with questions to contact him.

The annual election and budget vote is Tuesday, May 15, 2012, 12:00 p.m. to 9:00 p.m. Polling places will be at the Kaufman Center, Cortlandville Town Hall and Virgil Elementary School—voters must vote at their assigned polling place. Voters do not have to be registered in advance, they must be 18 years of age, a citizen of the U.S., and a resident of the school district for thirty days preceding the elections.

**3. QUESTIONS AND ANSWERS**

a. Mr. Lyman opened the floor to members of the audience for questions and concerns about the proposed budget.

Q Mr. John Carroll, Virgil resident, asked Mr. Spring to review the results of his conversation with Assemblywoman Barbara Lifton regarding Bullet Aid.

A Mr. Spring answered that he had shared with Ms. Lifton that should the district receive additional aid it would be used in areas that have been considered for cuts, e.g., music and art.

- Q Mr. John Carroll asked if there were funds set aside for the \$4 million capital project bond.
- A Mr. Ferraro answered \$4.2 million has been set aside; however, this money is offset by State aid. When the State aid comes back to the district it is used to pay off a BAN (bond anticipation note). Over the life of the bond, we will be getting back more in state aid than we paid for the bond.
- Q Ms. Sue Barnes, 23 Sampson Street, asked what the Board is doing to get the budget passed. She asked if backpack flyers could be sent home with students.
- A Mr. Ferraro answered that he has spoken at all faculty meetings, information has been posted to the District website, he has shared information at Rotary, and he is scheduled to meet with a senior citizen group. Mr. Spring added that everyone who lives in the district will receive a property tax report card containing budget information. Tonight's presentation was filmed for viewing on local TV (channel 17) and will be posted to the district website in PowerPoint form. He noted that the district can use backpack flyers to inform folks of the vote; however we have to be very mindful that we are informing the public, not imploring them to vote.

**4. ADJOURNMENT**

As there were no further questions, Mr. Lyman asked for a motion to adjourn the meeting at 7:42 p.m.

**Moved by Mr. Klinger, seconded by Ms. Griffin. No further discussion.**

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

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**Margaret Baccaro, Clerk, Board of Education**

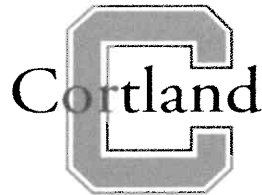


# CORTLAND ENLARGED CITY SCHOOL DISTRICT

## 2012-13 CALENDAR

76

Approval by Board -----



Enlarged City School District

JULY				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

AUGUST				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

NOVEMBER				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

DECEMBER				
M	T	W	TH	F
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17	18	19	20	21
24	25	26	27	28
31				

JANUARY				
M	T	W	TH	F
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21	22	23	24	25
28	29	30	31	

FEBRUARY				
M	T	W	TH	F
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11	12	13	14	15
18	19	20	21	22
25	26	27	28	

MARCH				
M	T	W	TH	F
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APRIL				
M	T	W	TH	F
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15	16	17	18	19
22	23	24	25	26
29	30			

MAY				
M	T	W	TH	F
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27	28	29	30	31

JUNE				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14 <sup>TH</sup>
17	18	19	20	21
24	25	26	27	28

- SEPTEMBER**
- 3 Labor Day
  - 4 Supt. Conference Day
  - 5 1<sup>st</sup> Day of Classes
- OCTOBER**
- 8 Columbus Day
  - 9 Prof. Development Day
- NOVEMBER**
- 12 Veteran's Day
  - 13 K-6 Parent Conf. Day
  - 7-12 Prof. Dev. Day
  - 22-23 Thanksgiving Recess
- DECEMBER**
- 12/24 - 1/1 December Recess
- JANUARY**
- 2 Classes Resume
  - 21 Martin Luther King Day
  - 22-25 Regents
  - 28 Staff Work Day
- FEBRUARY**
- 18 President's Day
  - 19-22 Winter Recess
- MARCH**
- 29 Prof. Development Day
- APRIL**
- 1-5 Spring Recess
- MAY**
- 27 Memorial Day
- JUNE**
- 11-20 Regents
  - 14 Elem. 1/2 Work Day PM
  - 20 Last Day for Students
  - 21 Work Day/Rating Day
  - 24 Prof. Development Day

**KEY**

- Holiday/Vacation:
- Staff Work Days:  2.5
- Prof. Dev. Days:  5
- Regents:

187 Faculty Days  
180 Student Days

**MEMORANDUM OF UNDERSTANDING between the Cortland Enlarged City School  
District and Family Counseling Services of Cortland County**

This memorandum of understanding is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Cortland Enlarged City School District, CECSO, and Family Counseling Services of Cortland County (FCS).

CECSO and Family Counseling Services of Cortland County agree to collaborate for the provision of mental health services for students who attend CECSO and are given parental permission to be treated.

Family Counseling Services and CECSO agree to comply with New York State Office of Mental Health guidelines pertaining to mental health counseling.

Conditions:

1. The District will make available at no cost to FCS one private office with locked filing cabinet.
2. The District will provide a dedicated phone line, cost of utilities, access to a photocopier, desks and will provide maintenance and cleaning of designated program space as per OSHA standard at no cost to FCS.
3. The District will provide access to the mental health counselor on site to students enrolled in the program and will cooperate in the follow-up of mental health concerns and problems.
4. The District agrees to cooperate in assisting with the acquisition of results of educational testing, grades, OT/PT services and review of the Special Education student. Necessary records release forms will be obtained from parents/guardians.
5. FCS mental health staff agree to make recommendations to the Special Education Committee in regard to need for additional evaluation based upon the findings of requested evaluations performed by FCS staff of the Special Education Student. Necessary records release forms are obtained from the parent and discussion regarding such recommendations takes place with the parent.
6. The District will assist and cooperate with FCS in regard to distribution of enrollment packets and other necessary communication and information which needs to reach the student population and their families. In addition, FCS will utilize a consent form for services that meets the requirements of the New York State Office of Mental Health.
7. The District agrees to allow FCS to collect insurance information from parents/guardians of students enrolled in the program for the purposes of billing for services, and will allow FCS to coordinate facilitated enrollment of uninsured students when appropriate.
8. FCS will furnish adequate staff to address the mental health needs of students enrolled in the program. Staffing will consist of a licensed mental health practitioner. On-site services offered but may not be limited to:
  - a. Comprehensive mental health assessment and diagnosis of all students referred to the program;

- b. Treatment of mental health conditions as diagnosed through individual and group counseling;
  - c. Follow-up of identified diagnoses;
  - d. Off-site referral for additional evaluation/treatment/management of identified psychosocial concern
  - e. Mental Health education on an individual or group basis as needed.
9. FCS will assure access to continuity of care for enrollees during non-school hours and vacation periods as needed. In addition to instructing each enrolled student in how to access these services, the number for contacting these services shall be posted conspicuously outside the counseling office.
  10. FCS understands and recognizes that the ultimate responsibility for the mental health of the district's students is with the parent or legal guardian for students under 18 years of age or otherwise unable to consent.
  11. FCS will indemnify and hold the District harmless for claims, damages or costs arising out of services provided by its staff or its subcontractors under this program.
  12. The District will indemnify and hold FCS harmless for claims, damages or costs origins out of services provided by FCS staff or its subcontractors under this program.
  13. Both FCS and the District administration and staff agree to participate in mental health meetings as needed to ensure the goal of attaining wellness and assist in the development of programs and resources based on the mental health related needs of the enrolled students.

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality, and/or the provisions of the rest of this Agreement.

Either party may terminate this entire Agreement by providing the other party with sixty (60) days prior written notice. Any notice of termination or proposed action relative to the terms of this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested to the attention of the document signatories.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding the day and year first written above.

\_\_\_\_\_  
 Superintendent Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 FCS Executive Director

\_\_\_\_\_  
 Date

<b>Entity Information</b>	
Municipal Code:	110511000000
Taxing Entity Name:	Cortland City School District
Entity Class:	School District - City Public School
County:	Cortland

<b>Tax Levy Cap Elements</b>	<b>Amount</b>
1. Total Real Property Tax Levy for Fiscal Year Ending (FYE) 06/30/2012	\$15,233,119
2. Tax Base Growth Factor, if any	1.0093
3. PILOTS receivable in FYE 06/30/2012	\$199,000
4. PILOTS receivable in FYE 06/30/2013	\$150,000
5. Tax levy necessary for expenditures resulting from court orders or judgments resulting from tort actions FYE 06/30/2013	\$0
6. Tax levy necessary for pension contribution expenditures caused by growth in the system average actuarial contribution rate (ERS) or normal contribution rate (TRS) in excess of 2 percentage points:	
a. State and Local Employees' Retirement System (ERS)	\$4,248
b. Teachers' Retirement System (TRS)	\$0
7. Capital Tax Levy for FYE 06/30/2012	\$0
8. Capital Tax Levy for FYE 06/30/2013	\$0

<b>Tax Levy Cap - Calculations and Totals</b>	
<b>Tax Levy Limit (Cap) Before Exclusions</b>	
Tax Levy FYE 06/30/2012	\$15,233,119
Tax Base Growth Factor	1.0093
PILOTS receivable FYE 06/30/2012	\$199,000
Capital Tax Levy for FYE 06/30/2012	\$0

Allowable levy growth factor	1.0200
PILOTS receivable FYE 06/30/2013	\$150,000
<b>Total Levy Limit Before Exclusions</b>	<b>\$15,735,263</b>

<b>Exclusions</b>	
Tax levy necessary for expenditures resulting from tort orders/judgments over 5% FYE 06/30/2012 tax levy	\$0
Capital Tax Levy for FYE 06/30/2013	\$0
Tax levy necessary for pension contribution expenditures caused by growth in the system average actuarial contribution rate (ERS) or normal contribution rate (TRS) in excess of 2 percentage points:	
ERS	\$4,248
TRS	\$0
<b>Total Exclusions</b>	<b>\$4,248</b>

<b>Tax Levy Limit, Plus Exclusions</b>	\$15,739,511
<b>Proposed Levy for FYE 06/30/2013</b>	\$17,283,534
<b>Difference Between Tax Levy Limit Plus Exclusions and Proposed Levy</b>	\$-1,544,023
<b>Do you plan to override the cap in 2013?</b>	<input type="radio"/> Yes <input type="radio"/> No

## SERVICE AGREEMENT

This Agreement is entered into on the first day of August 2012 by and between Cayuga Medical Center at Ithaca ("Medical Center"), a not-for-profit corporation with its principle office located at 101 Dates Drive, Ithaca, New York 14850 and Cortland City School District ("School District") at 8 Valley View Drive, Cortland, New York 13045.

WHEREAS, the Medical Center has determined that a need exists for the provision of sports medicine health services for School District students participation in School District sports programs; and

WHEREAS, the Medical Center has staff members who have expertise in the field of sports medicine which could serve to improve the quality and safety of students participating in School District sports programs.

WHEREAS, School District desires to engage the Medical Center to provide the services identified herein as part of its school health and safety program.

NOW THEREFORE, in exchange for the mutual covenants herein, the parties agree as follows:

1. DESCRIPTION OF SERVICES. The Medical Center will provide the School District with a fulltime NATA Certified Athletic Trainer to work an average of 40hrs per week from August to June in order to meet the School District's needs outlined below:

A. FALL SEASON: (August – November )

- a. Cover all pre-season Varsity, JV and modified football practices,
- b. Cover all other Fall sports (Field Hockey, Men's and Women's Soccer, Cross Country and Women's Tennis) pre-season practices which begin same time or a week after Varsity and JV Football,
- c. Assist football coaches in helmet and shoulder pad fitting,
- d. Responsible for helmet repairs and/or adjustments throughout the season,
- e. Cover ALL modified, JV and Varsity home football games,
- f. Cover ALL Varsity Football away games,
- g. Cover ALL home Varsity Men's and Women's Soccer games and Varsity and JV Field Hockey games at high school when appropriate. Football takes precedence over these sports,
- h. Travel, when possible, with any team in Sectional and State playoff games,
- i. Monitor weather for lightening and thunder then take appropriate action.

B. WINTER SEASON: (November – March)

- a. Cover all pre-season practices (Modified, JV and Varsity) at the high school or specified sights,
- b. Cover all Modified, JV and Varsity practices at the high school or specified sights,
- c. Cover all Modified, JV and Varsity home games at high school including all tournaments,

- d. Be “on-call” to help cover Ice Hockey games. Ice Hockey is a combined team with Homer High School and the past 2 years has been covered by Homer’s Certified Athletic Trainer,
- e. Travel, when possible, with any team in Sectional and State playoff games.

C. SPRING SEASON: (March– June)

- a. Cover all pre-season practices at the high school,
- b. Cover all Modified, JV and Varsity Men’s and Women’s Lacrosse games at the high school,
- c. Cover other Spring Sports (Baseball, Softball and Track), including all Tournaments the week of Spring Break, as schedule permits.
- d. Travel, when possible, with any team in Sectional and State playoff games,
- e. Monitor weather for lightening and thunder then take appropriate action,
- f. Cover 6<sup>th</sup> Grade Olympic event at high school in mid/late June.
- g. Prepare athletic training room for summer cleaning.

D. EVERY SEASON:

- a. Responsible for the filling and dispensing of First Aid Kits for all sports. Coaches responsible for seeing Athletic Trainer for any equipment that may need to be refilled during the season,
- b. Responsible for dispensing of ice chests and water coolers to all teams. Coaches responsible for keeping the coolers and chests clean for the season. Some teams have their own ice chest and water coolers,
- c. Responsible for the checking AED’s readiness as well as signing in and out of AED’s everyday,
- d. Responsible for the collecting of all First Aid Kits, ice chests and water coolers at end of season and then preparing them for the next season,
- e. Cross check all physicals with nurses,
- f. Monitor weather conditions for potential heat illness,
- g. The Athletic Trainer will provide basic emergency care of any injured athlete, including referral for emergency care,
- h. The Athletic Trainer will evaluate athletic injuries and provide recommendations to athletes, coaches, and parents for self care and home management and/or referral to a physician,
- i. The Athletic Trainer will provide treatment/rehab, if appropriate, as determined necessary by assessment,
- j. The Athletic Trainer will communicate with family, caregiver, coaching staff, Cayuga Medical Center staff, student trainer's and physician in case of injury, to ensure continuity in care rendered,
- k. The Athletic Trainer will consult with physician, school nurse, and coaches concerning returning to play after injury,
- l. Responsible for the up-keep of the Athletic Training room,
- m. Responsible for inventory of all athletic training equipment/supplies including ice chest and water coolers purchased through budget,
- n. Responsible for athletic training room/supply budget along with Athletic Director,



E. OTHER SERVICES:

- a. The School District will have the opportunity to interview the Athletic Trainer assigned to the School District by the Medical Center,
  - b. The School District coaches will be invited to attend all Sports Medicine and Athletic Performance Lectures/workshops offered by Cayuga Medical Center at no cost,
  - c. The Medical Center will purchase an ImPACT neurocognitive testing license for the school district and provide ongoing support,
  - d. The Athletic Trainer will be fully trained in the use of ImPACT concussion software and perform baseline testing on student-athletes participating in contact sports,
  - e. The School District will receive the network discount on team performance testing and sport specific training programs offered by the Medical Center,
  - f. The School District coaches will have access via the Athletic Trainer to the Medical Center's Sports Medicine and Athletic Performance team that consists of physicians, athletic trainers, physical therapists, exercise physiologists, and nutritionists,
  - g. The Athletic Trainer will teach First Aide and CPR for the school district coaches as determined by the Athletic Director and Medical Center liaison,
  - h. The Athletic Trainer and Medical Center's Sports Medicine Team will assist the Athletic Director by recommending policies governing injuries related to athletes,
  - i. The Athletic Trainer will serve as liaison between the School District and families of student athletes,
  - j. The Athletic Trainer will work closely with members of the School District's health staff and coaching staff to assure the best possible medical care of student athletes,
  - k. The Athletic Director will be notified of changes in the Athletic Trainer coverage schedule. Substitutions are permitted, assuming the replacement has appropriate certifications, upon notification of the Athletic Director,
  - l. The School District will provide the necessary equipment and supplies for the Athletic Trainer to perform all the responsibilities outlined in this agreement,
  - m. The Athletic Trainer will supervise the on-line concussion management training program for coaches offered in June.
  - n. The athletic Trainer is responsible for all other duties assigned by the Athletic Director within the scope of practice of an athletic trainer.
2. PAYMENT FOR SERVICES. For the services rendered under this agreement, School District shall pay to the Medical Center \$29,870 in 10 equal monthly installments of \$2,987 commencing September 2012. The Medical Center shall forward a monthly invoice to School District for the services provided the prior month. The School District shall make all payments due to Medical Center within thirty (30) days following the receipt of an invoice. Questions regarding an invoice may be directed to the Accounting Office (607-274-4343).

3. TERM AND TERMINATION. This Agreement shall commence on August 1, 2012 and end on June 30, 2013. The Agreement will be automatically renewed for subsequent terms of August 1- June 30, unless either party gives notice of intent not to renew by July 1 of the then current year.

3.1 This Agreement may be terminated as follows: If either party breaches this Agreement and fails to correct the breach to the reasonable satisfaction of the injured party within thirty (30) days following a written notice by the injured party specifying the breach, then the injured party may cancel this Agreement by giving written notice of said cancellation to the other party, unless both parties agree to extend the time to cure the defect.

4. RELATIONSHIP OF PARTIES. In the performance of the services hereunder, Medical Center shall be and at all times carry out the duties and obligations of this Agreement as an independent contractor. Nothing herein shall be construed to create an employer-employee relationship between the Medical Center and School District, or between Medical Center employees and School District, or between School District and the Medical Center's employees.
5. CONFIDENTIALITY. During the term of this Agreement, School District may have access to and become familiar with confidential and proprietary information owned by the Medical Center. School District shall not, during any term of the Agreement, or at any time thereafter, use or disclose to any other person or entity any of such information for its own benefit or for the benefit of any other person or entity. All files, records and other forms of data relating to Medical Center business shall belong to Medical Center and may not be removed by School District, copied or usurped under any circumstances.
6. ASSUMPTION OF LIABILITIES. Neither party shall assume or be responsible for any of the existing or future obligations, liabilities or debts of the other party.
7. INDEMNIFICATION. Each party covenants to indemnify and hold the other harmless from any and all losses, damages or liability, including attorney's fees, arising out of negligence or other unlawful malfeasance or nonfeasance by the party or parties, servants, agents or employees upon or in relation to the fulfillment of duties under this Agreement. Each party further covenants to the other that, in any case of claim or demand is asserted against it which may result in liability to the other, that it shall give prompt notice thereof in writing to the other party and shall cooperate in the investigation of any such claim or defense of any action arising there from.
8. LIASON. School District and the Medical Center shall each designate liaison representatives. Until changing them in writing, the liaison for School District will be Jeff Johnson, Director of Athletics, (607) 758-4110 and the liaison representative for the Medical Center will be John Winslow, Director, Sports Medicine and Athletic Performance (607) 252-3500.

9. MISCELLANEOUS.

- 9.1.1 Waiver. In the event a term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach either prior or subsequent to the breach so waived.
- 9.1.2 Integration. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified or amended except in a written amendment signed by both parties.
- 9.1.3 Choice of Law. This agreement shall be governed by laws of the state of New York. The Supreme Court, Tompkins County, shall have exclusive jurisdiction over any action or proceeding arising from or related to this agreement, and the parties consent to jurisdiction and venue in such court. If any legal proceeding is commenced regarding this agreement, the losing party shall pay to the prevailing party the prevailing party's attorney's fees and expenses.
- 9.1.4 Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

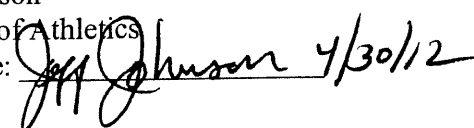
Cayuga Medical Center at Ithaca  
101 Dates Drive  
Ithaca, New York 14850

John B. Rudd  
Senior Vice President/CFO  
Signature: \_\_\_\_\_

John Winslow  
Director of Sports Medicine & Athletic Performance  
Signature: \_\_\_\_\_

Cortland City School District  
8 Valley View Drive  
Cortland, New York 13045

Frank Ferraro  
Director of Business Services  
Signature: \_\_\_\_\_

Jeff Johnson  
Director of Athletics  
Signature:  7/30/12

# SCHEDULE OF RESIGNATIONS AND LEAVES

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

Schedule Number: **10.89**  
Board Meeting Date: **May 8, 2012**  
Color: **White**

**A. Approval of Personnel Resignations and Leaves**

**INSTRUCTIONAL PERSONNEL:**

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REASON

**NON-INSTRUCTIONAL PERSONNEL:**

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON
Johnson, Stephani	Teacher Aide	02/15/2012	05/10/2012	Resignation.

**INSTRUCTIONAL/NON-INSTRUCTIONAL PERSONNEL:**

LEAVE OF ABSENCE	POSITION	ORIGINAL APPOINTMENT	LEAVE DATES	REASON

## SCHEDULE OF APPOINTMENTS

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

Schedule Number: **1060**  
 Board Meeting Date: **May 8, 2012**  
 Color: **White**

NAME	JOB TITLE	SERVICE AREA	EFFECTIVE DATE	APPOINTMENT TYPE	REMARKS	SALARY/ HOURLY RATE
Poole, Karen	School Payroll Clerk	Kaufman Center	05/14/2012	Provisional	Karen will fill the School Payroll Clerk vacancy due to retirement.	\$15.50

## SCHEDULE OF APPOINTMENTS

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

Schedule Number: **2180**  
Board Meeting Date: **May 8, 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.**

<b>Name</b>	<b>Title</b>	<b>List</b>	<b>Daily Rate</b>	<b>Remarks</b>
Jacobs-Ziobro, Tomi	Substitute Teacher	B	\$73.00	
DeMuth, Peggy	Substitute Teacher	A	\$83.00	Retroactive to 04/16/2012

**\* Substitutes appointed above are automatically eligible to substitute as Teaching Assistants.**