

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, June 12, 2012 – Regular Meeting 7:00 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY

- 1. CALL TO ORDER**
- 2. EXECUTIVE SESSION 6:00 p.m. if needed**
- 3. RECALL TO ORDER and PLEDGE OF ALLEGIANCE**
- 4. ADMINISTRATION OF OATH OF OFFICE TO NEWLY ELECTED MEMBER
MELISSA DAVIS-HOWARD**
- 5. COMMUNICATIONS and RECOGNITION**
 - a. Kudos Korner
 - 1.) Girls on the Run Finger Lakes
 - 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
 - d. Finalize Summer Meeting Schedule
 - 1.) Tuesday, July 3 – Organizational and Regular Meeting
 - 2.) July TBD – Special Meeting to Approve Tax Warrant
 - 3.) Tuesday, August 7 – Regular Meeting
 - 4.) Tuesday, August 21 – Regular Meeting
- 6. PRESENTATIONS**
- 7. CONSENT ITEMS**
 - a. Minutes of May 22, 2012 Regular Meeting
 - b. Minutes of June 5, 2012 Special Meeting
 - c. Approval of CSE/CPSE Recommendations
- 8. OLD BUSINESS**
- 9. NEW BUSINESS**
 - a. Extended Field Trip Planning Approval – JSHS Trip to France and Spain – February 15-24, 2013 (10 days)
 - b. Approval of Private School Transportation Requests for 2012-13
 - c. Approval of Academic Intervention Services Plan – July 1, 2012 – June 30, 2014
 - d. Approval of Service Contract between Cortland Enlarged City School District and Advantage Sport & Fitness Inc. for the JSHS Fitness Room
 - e. Capital Project Resolution
 - f. Approval of Calendar Change
 - g. Approval of Superintendent Appointment and Employment Agreement
- 10. PERSONNEL ACTION**
 - a. Approval of Personnel Resignations and Leaves
 - b. Approval of Instructional Personnel Appointments
- 11. LEADERSHIP REPORTS**
 - a. Director of Business Operations
 - 1.) Summer Jobs Lottery Drawing

- b. Assistant Superintendent for Pupil and Personnel Services
 - 1.) APPR Update
- c. Superintendent
 - 1.) Capital Project Change Orders

- 12. AUDIENCE PARTICIPATION:** (Individuals are requested to keep their comments to two minutes per speaker).
- 13. NEXT MEETING AGENDA REVIEW**
- 14. ADJOURNMENT**

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, May 22, 2012 – Regular Meeting 7:00 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY

A regular meeting of the Board of Education was held on Tuesday, May 22, 2012 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

Present: Mr. Joseph Lyman, Mr. William Young, 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

1. **CALL TO ORDER:** Mr. Lyman called the meeting to order at 6:00 p.m.
2. **EXECUTIVE SESSION**
In accordance with Public Officer's Law Section 96, Subdivision 1, Mr. Lyman called for an Executive Session at 6:00 p.m. to discuss the medical, financial, credit or employment history of particular persons.
Moved by Mr. Natoli, seconded by Ms. Van Donsel. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.
The Executive Session adjourned at 7:00 p.m.
Moved by Ms. Davis-Howard, seconded by Mr. Natoli. No further discussion
Final Vote: Yes – 7, No – 0. Motion Carried.
3. **RECALL TO ORDER**
Mr. Lyman recalled the meeting to order at 7:04 p.m. and the Pledge of Allegiance was recited.
4. **COMMUNICATIONS and RECOGNITION**
 - a. **Kudos Korner**
 - 1.) **Meyer's Flyers Award** - The Cortland Branch of the American Association of University Women (AAUW) piloted a new award to recognize selected fifth grade students. This award is in honor and memory of AAUW member and educator Helen Meyer who was a devoted teacher of young children in the Cortland community for many decades. The Board recognized five Cortland students as recipients of the new Meyer's Flyers Award: Patrick Barnes – Smith School, Chloe Nadge – Barry School, Gabrielle Reisman – Randall School, Madison Van Donsel – Virgil School, and Madeline Vineyard – Smith School.
 - b. **Audience Participation** – on items related to the Agenda (Speakers are asked to limit their comments to two minutes.)
Dan Moss and Matt Bellardini addressed the Board and thanked members, on behalf of the music department, for their support of the recent field trip to NYC to perform at the Lincoln Center.
 - c. **Board Member Reports**
 - 1.) **President's Report** – Mr. Lyman shared that the board has been working very diligently in partnership with BOCE Superintendent Dr. Jessica Cohen to move forward with the superintendent search. They have done preliminary screenings, conducted initial interviews and will next identify candidates for final interviews. Members have been very pleased with the candidate pool and look forward to the final candidates visiting the district to meet with various groups. Ms. Griffin added that she wished to thank everyone who participated in the Superintendent Search School Survey.
5. **PRESENTATIONS**
 - a. **Capital Project**
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. Mr. Domke spoke to concerns regarding the new fire alarm systems. The new alarms have a much

higher pitch, and the sound can be very disturbing to those sensitive to it. The contractors and the Fire Department are working together to fine tune and adjust the volume on the horns to make them as tolerable as possible; however, the volume must be within allowable ranges required by code.

6. CONSENT ITEMS

- a. Minutes of May 8, 2012 Regular Meeting
- b. Minutes of May 15, 2012 Special Meeting
- c. Approval of CSE/CPSE Recommendations
607000200, 610287621, 610383132, 610395646, 607000457, 610273521, 610278003, 607000141, 607000163, 610365056, 607000135, 607000446, 610275381, 610310071, 610310072, 610283325, 610293582, 610385240, 610303562, 610345996, 607000396, 607000397, 610295866, 610294223, 610395649, 607000401, 610270272, 607000458, 607000221, 610375511, 610309889, 607000143, 610270446, 607000419, 610264307, 610384481, 607000161, 607000162
- d. Reasonable Assurance of Continued Employment
Resolved, upon the recommendation of the Superintendent, to approve the Consent Items as presented.
Moved by Mr. Natoli, seconded by Mr. Young.
Final Vote: Yes – 7, No – 0. Motion Carried.

7. OLD BUSINESS

- a. Financial Reports: Treasurer's Report, Appropriations, Trial Balance, Revenues, Intrafund Transfers, Warrant – March 2012 (Tabled 04/23/2012 and 05/08/2012)
Resolved, upon the recommendation of the Superintendent, to accept Financial Reports dated March 2012 as presented.
Moved by Mr. Young, seconded by Mr. Klinger. Under discussion Ms. Davis-Howard stated she had reviewed financial reports from June 2011. She questioned monies that seemed to be unspent in one year and carried over to another. Ms. Griffin and Ms. Davis-Howard questioned Mr. Ferraro about St. Mary's and why funds have not been expended, and they expressed concern about the lack of communication between the District and St. Mary's. Mr. Lyman encouraged members to present budget questions to Mr. Ferraro via e-mail or refer them to the Audit Committee. Ms. Griffin and Ms. Davis-Howard voiced that although they have done that, they are dissatisfied with the slow response time to questions. Mr. Ferraro explained that some of these questions take time to track, and he would rather take the time to be thorough than to err. Members encouraged more communication when questions are presented.
Final Vote: Yes – 6, No – 1 (Ms. Van Donsel). Motion Carried.

8. NEW BUSINESS

- a. Financial Reports: Treasurer's Report, Appropriations, Trial Balance, Revenues, Intrafund Transfers, Warrant – April 2012
Resolved, upon the recommendation of the Superintendent, to accept Financial Reports dated April 2012 as presented.
Moved by Mr. Young, seconded by Mr. Klinger. No further discussion.
Final Vote: Yes – 6, No – 1 (Ms. Van Donsel). Motion Carried.
- b. Acceptance of Final Budget Vote and Election Results
Proposition 1 Budget Vote Final Results - YES: 707; NO: 321
Proposition 2 Vehicle Lease/Purchase Vote Final Results - YES: 602; NO: 343
RESOLVED, that the Board of Education of the Cortland City School District accept the final budget vote and vehicle lease/purchase results as stated above and as presented on the tabulation sheet dated May 16, 2012, to be attached to these minutes.
Moved by Ms. Griffin, seconded by Mr. Natoli. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.

RESOLVED, by the Board of Education of the City School District of the City of Cortland, New York, that Alane Van Donsel, Melissa Davis-Howard and Donald A. Colongeli are hereby declared elected to three-year terms as members of the Board of Education of said School District, commencing July 1, 2012, per the tabulation sheet dated May 16, 2012, to be attached to these minutes.

Moved by Mr. Natoli, seconded by Mr. Klinger. Under discussion, congratulations and thanks, for three more years of service, were extended to Ms. Van Donsel and Ms. Davis-Howard.

Final Vote: Yes – 7, No – 0. Motion Carried.

- c. Approval of Field Placement Agreement – SUNY Cortland’s Kinesiology Department
Resolved, upon the recommendation of the Superintendent, to approve the Field Placement Agreement between Cortland Enlarged City School District and SUNY Cortland’s Kinesiology Department through June 30, 2013, as presented.

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

Final Vote: Yes – 7, No – 0. Motion Carried.

- d. Approval of Summer Food Service Program Agreement
Resolved, upon the recommendation of the Superintendent, to approve the Summer Food Service Program Agreement, as presented.

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

Final Vote: Yes – 7, No – 0. Motion Carried.

9. 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. 10.90.
Moved by Ms. Davis-Howard, seconded by Mr. Natoli. Under discussion Ms. Dorothy Sills retirement was accepted with regret.
Final Vote: Yes – 7, 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 1061.
Moved by Ms. Davis-Howard, seconded by Mr. Natoli. No further discussion.
Final Vote: Yes – 7, 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 2182 and 2183.
Moved by Mr. Klinger, seconded by Mr. Natoli. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.
- d. Approval of Tenure Recommendations
Moved by Mr. Klinger, seconded by Ms. Griffin. Under discussion, congratulations were offered to those staff members receiving tenure.
Final Vote: Yes – 7, No – 0. Motion Carried.
- e. Appointment of Interim Superintendent
Resolved, that the Interim Superintendent Employment Agreement for John E. Lutz be approved, along with the execution thereof, and that the Board authorize the President of the Board of Education to sign said agreement on behalf of the District.
Moved by Mr. Natoli, seconded by Ms. Griffin. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.

10. LEADERSHIP REPORTS

- a. Director of Business Operations
- 1.) Financial Report – Mr. Ferraro briefly reviewed the April financial report and provided an update on current revenues, un-expensed money, and contractual obligations through the end of the year. At the next meeting Mr. Ferraro will have a resolution to transfer monies to debt services. This is at the recommendation of our auditor. The transfer from debt service to the Capital Project will pay down our BAND by \$2.5 million.

- b. Assistant Superintendent for Pupil and Personnel Services
 - 1.) Recruitment Update – Ms. Riley updated the Board on the district’s recruitment efforts, and noted that we are very pleased with the applicant pool.
- c. Superintendent
 - 1.) Capital Project Change Orders – Mr. Spring reviewed the April change orders.

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

Mr. Michael Bidwell, St. Mary’s Advisory Committee, addressed the Board and thanked the members who are looking out for St. Mary’s. He expressed his frustration with the lack of communication between the District and St. Mary’s regarding their allocations.

12. NEXT MEETING AGENDA REVIEW

The following items were moved to the June 12 agenda: (1) Dates for Organization and Summer meetings, (2) Bid Awards for Office Supplies, Athletic / Science Equipment, and (3) Non-Public Transportation Requests.

13. ADJOURNMENT

Mr. Lyman shared that tonight was Mr. Spring’s last Board meeting with the District. He thanked him for his time and service to the District, and wished him well as he embarks on a new superintendency appointment in Schenectady, NY.

With no further business to discuss, Mr. Lyman asked for a motion to adjourn the meeting at 8:37 p.m.

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

Final Vote: Yes – 7, No – 0. Motion Carried.

Margaret Baccaro, Clerk, Board of Education

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Special Board of Education Meeting – Tuesday, June 5, 2012 – 5:00 p.m.
Kaufman Center, 1 Valley View Drive

A special meeting of the Board of Education was held on Tuesday, June 5, 2012 at the Kaufman Center, 1 Valley View Drive, Cortland, NY.

Present: Mr. Joseph Lyman, Mr. William Young, Mr. Paul Klinger, Ms. Melissa Davis-Howard, Mr. John Natoli, Ms. Alane Van Donsel, Ms. Janet Griffin
Also Present: Ms. Jessica Cohen, OCM BOCES Superintendent

1. **CALL TO ORDER:** Mr. Lyman called the meeting to order at 5:09 p.m. and the Pledge of Allegiance was recited.

2. **EXECUTIVE SESSION**

In accordance with Public Officer's Law Section 96, Subdivision 1, Mr. Lyman called for an Executive Session at 5:10 p.m. to discuss the medical, financial, credit or employment history of particular persons.

Moved by Mr. Natoli, seconded by Mr. Young. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.

The Executive Session adjourned at 9:52 p.m.

Moved by Mr. Young, seconded by Ms. Davis-Howard. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.

3. **ADJOURNMENT**

With no further business to discuss, Mr. Lyman asked for a motion to adjourn the meeting at 9:53 p.m.

Moved by Mr. Klinger, seconded by Ms. Van Donsel. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.

Margaret Baccaro, Clerk, Board of Education

Grey

91

CORTLAND ENLARGED CITY SCHOOL DISTRICT BOARD OF EDUCATION REQUEST FOR EXTENDED OVERNIGHT FIELD TRIP

This form applies to any trip scheduled during the school year, organized and/or supervised by a teaching staff member for students (some or all) from that teacher's school that involves two or more night's lodging.

REQUESTED BY SUPERVISING TEACHER Jim Reagan and Linda Slade	SCHOOL CJSHS	DATE 3/23/12
DESCRIPTION OF THE TRIP 10 days/8 nights in Paris, Barcelona, Seville, and Madrid (see attached itinerary.)		

TRIP DETAILS		
DESTINATION OF TRIP France and Spain	DEPARTURE DATE February break 2013	DEPARTURE TIME TBD
ADDRESS	RETURN DATE TBD & waiting on 2013 calendar to be official	RETURN TIME TBD
	TOTAL DAYS 10	TOTAL NIGHTS 8
NUMBER OF STUDENTS 20-30	NUMBER OF STAFF 4	NUMBER OF CHAPERONES 3-4

COSTS		
TOTAL ANTICIPATED COST OF TRIP PER PERSON \$2979	COST INCLUDES: See attached Price Per Person Sheet	
ADDITIONAL COSTS Travel insurance; \$ airline fuel surcharge increases; tips; baggage charges	ADDITIONAL COSTS INCLUDES: See attached	
TRANSPORTATION MODE Bus, airplane, train	TRANSPORTATION CARRIER TBD	TRANSPORTATION COST Included in total price

LEARNING OUTCOMES OF TRIP
<ul style="list-style-type: none"> - Students are totally immersed in the language and culture that they are learning - Students learn about European history in a tactile way - ... learn how to be citizens of the world

TARGET GROUP OF STUDENTS
(Class/Team/Organization)

French and Spanish students in 11th and 12th grade
(possible exceptions for mature 10th graders)

SPECIAL REQUESTS

(Pertaining only to field trips involving exceptional students or students with special needs)

N/A

PRE-TRIP ORGANIZATION, PLANNING, MEETINGS, PREPARATION (Dates)

* All of these are mandatory

Interest meeting
June 5, 2012

Interest meeting - Sept. 27, 2012

Committed to the trip pre-planning - Oct. 25, 2012

Parent meeting (evening) - Nov. 15, 2012

Cultural / Travel expectations/planning - Jan. 17, 2013

Parent meeting (evening) - Jan. 31, 2013

POST-TRIP FOLLOW UP/EVALUTION OF EDUCATIONAL VALUE

Presentation to school board by some participants
and possible reception

PRINCIPAL COMMENTS

~ An opportunity to study abroad for our students can be once in a life time experience and learn alot.

SUPERVISING STAFF NAME	COVERAGE ARRANGED
Jim Reagan	Substitute
Linda Slade	Substitute
Meghan Preston	Substitute
Matt Kinsella	Substitute
Kelly Chapman	Substitute

APPROVALS

SIGNATURE OF SUPERVISING TEACHER <i>Linda Slade</i>	SIGNATURE OF PRINCIPAL <i>[Signature]</i>
SIGNATURE OF DIRECTOR OF CURRICULUM AND INSTRUCTION	DATE
SIGNATURE OF SUPERINTENDENT	DATE

2012-2013 Non-Public Student Transportation Requests

School	# Students
Victory Christian	1
St. Mary's	2
Marathon Christian Academy	5
Cortland Christian Academy	7

*Cortland Enlarged City School District
District Description of
Academic Intervention Services
Effective July 1, 2012 – June 30, 2014*

2012-13 AIS (Academic Intervention Services) Description Committee		
Committee Members	Term Expires	Building/Area of Representation
Karen Avery	June 2013	Virgil Elementary / Remedial
Lynn Brown	June 2014	Parker Elementary / Remedial
Vicki Darrow	June 2014	Cortland Jr.-Sr. High School / Math Department
Kristin Jamieson	June 2013	Randall Elementary / Remedial
Cliff Kostuk	June 2013	Randall Elementary / Administration
Kristie Bliss	June 2015	Cortland Jr.-Sr. High School / English Department
Lynn New	Chair	Barry Elementary / Administration
Vacancy	June 2013	Cortland Jr.-Sr. High School / Support Services
Cara Smith	June 2014	Barry Elementary / Support Services
Irene Workman	June 2013	Smith Elementary / Support Services
Greg Santoro	June 2014	Cortland Jr.-Sr. High School / Administration

Introduction

Academic Intervention Services means additional instruction and/or student support services which supplement the instruction provided in the general curriculum and assist students in meeting the State learning standards. Academic Intervention Services are intended to assist students who are at risk of not achieving the State learning standards in English language arts, mathematics, and/or science, or who are at risk of not gaining the knowledge and skills needed to meet or exceed designated performance levels on State assessments. Academic Intervention Services shall be made available to students with disabilities on the same basis as nondisabled students, provided, however, that such services shall be provided to the extent consistent with the student's individualized education program (IEP).

The Cortland Enlarged City School District, located in Cortland County has a student enrollment of approximately 2,630 pupils. The district believes that all students should be afforded appropriate and targeted opportunities for academic assistance and intervention, based on root cause analysis of multiple measures so that they may be successful in meeting the New York State Learning Standards. The following District Description of Academic Intervention Services (AIS) includes criteria for eligibility, and two (2) components of AIS:

- Additional instruction that supplements the general curriculum (regular classroom instruction); and/or
- Student support services needed to address barriers to improved academic performance

Services will be provided to students in English language arts and mathematics in grades K-12 and science in grades 4-12.

District Procedures

In grades where no state assessments are given, students will be eligible for AIS if they are determined to be at risk of not meeting State standards, according to criteria established by the district. The district procedure will always be used when a student is absent for all or part of a State assessment, or when a student transfers in.

The following criteria will be used in determining eligibility:

First Level of Screening (*primary placement criteria*) - Performance below the district established standard on one¹ of the following:

1. Scoring below designated performance level on State assessments in ELA, mathematics, and science
2. Scoring below the approved passing grade on any Regents exam required for graduation in ELA, mathematics science, and social studies
3. Local, district-wide common assessments as determined by grade level 9-12 Course average below 65% (20-week and/or final)
4. Local exams aligned with State assessments (final below 65%)
5. Students determined to be at-risk academically through the weighted measure of risk factors generated by the district
6. Grades 1 and 2 ELA local assessments
7. Grades 1 and 2 math local assessments
8. Grades K-6 Fountas & Pinnell Benchmark Assessment

Applicable Screening Criteria at This Grade Level

Grade Level	ELA	Math	Science
1-4	1, 3, 6, 7, 8	1, 3, 6, 8	1, 6
5-8	1, 3, 5, 6, 8	1, 3, 5, 6	1, 5, 6
9-12	2, 4, 5, 6	2, 5, 6	2, 4, 5, 6

Table 1

¹ Grade one and above

Eligibility for Academic Intervention Services

Eligibility for AIS Services may be determined by State assessment results and/or district procedures.

State Assessments

Students in grades 3-8 will be eligible for AIS if they score below the designated performance level on the New York State assessments in ELA, mathematics, science or social studies.

Students in grades 9-12 will be eligible for AIS if they score below the approved passing grade on any Regents exam required for graduation in ELA, mathematics, or science.

Second Level of Screening (supportive placement criteria) - If supportive criteria are needed, the following should be reviewed to confirm first level of screening findings:

1. DIBELS (Dynamic Indicators of Basic Early Literacy Skills)
2. Observation Survey, DRA and Kindergarten Checklist (letter and sound recognition, numbers and math concepts)
3. At Risk List
4. Running Records (all apply to K-6)
5. Software based assessment programs (Computer Assisted Instruction, e.g., Accelerated Reader, and STAR Reading)
6. Youth Bureau Tutor Report
7. Classroom Performance (class work, chapter and unit tests, participation, attendance, interim/progress reports, report card grades, homework, portfolio assessment)
8. Recommendations by classroom teacher, counselor, administrator, parent, school staff
9. Student Records (e.g., anecdotes, evaluations, health records, remedial reports, CSE records)
10. Attendance Records
11. Referrals (SPOA/PINS diversion, PINS, discipline, drug/alcohol)
12. IST Process (referrals)
13. Home Issues (e.g., mobility, home/school support, family health issues, and economic issues)
14. Social/Behavioral Indicators (e.g., withdrawn, disruptive, aggressive, drug/alcohol issues, pregnant or parenting, teen, peer relations)
15. Fountas & Pinnell Benchmark Assessment ELA K-6

Grade Level	ELA	Math	Science	Support Services
K-4	1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14	2, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14	3, 5, 6, 7, 8, 9, 11, 12, 13, 14	3, 6, 7, 8, 9, 10, 11, 12, 13, 14
5-8	1, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14	3, 5, 6, 7, 8, 9, 11, 12, 13, 14	3, 5, 6, 7, 8, 9, 11, 12, 13, 14	3, 6, 7, 8, 9, 10, 11, 12, 13, 14
9-12	1, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14	1, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14	3, 5, 6, 7, 8, 9, 11, 12, 13, 14	3, 6, 7, 8, 9, 10, 11, 12, 13, 14

Table 2

Types of AIS Services That May Be Provided

The Cortland Enlarged City School District will provide Academic Intervention Services (AIS) in the areas of academic instruction and support services. Decisions related to the frequency and intensity of service will be made by the building administrator in consultation with appropriate AIS Team members based upon individual student needs.

AIS Team	
Elementary	Secondary
Principal	Principal
Psychologist/Social Worker	Guidance
Classroom Teacher (present or prior)	Department Leader
Remedial Instructor (academic deficit)	
Additional Team Members (as needed)	
Elementary	Secondary
Nurse (health/attendance)	Nurse (health/attendance)
Special Education Provider	Special Education Provider
Therapists	Therapists
Community Agency Representative (case manager, probation)	Community Agency Representative (case manager, probation)
CSE Case Manager	CSE Case Manager
Certified Tutor ²	Certified Tutor
ESL Instructor	ESL Instructor
	Remedial Instructor (academic deficit)
	Classroom Teacher (present or prior)
	Psychologist/Social Worker

Table 3

Students who fail to meet the designated State performance standards or district approved procedures are eligible for AIS, including those with disabilities and/or limited English proficiency. Additionally, English as a Second Language (ESL) students who do not achieve the annual designated performance standards as stipulated in CR Part 154 are eligible for AIS.

This general plan is intended to describe services for students in the district in grades K-12. Additionally, the district will review individual building needs each year by reviewing data on:

1. Needs analysis of student performance information
2. The number of students receiving AIS at each grade level and within each standards area
3. The range of performance levels of eligible students as determined through State assessments and district approved procedures
4. Staffing needs, instructional approaches, and scheduling options needed to meet the range of intensity and services required by AIS

² Districts must use staff to provide academic intervention services who are appropriately certified under Part 80 of the Commissioner's Regulations

Possible Range of Academic Intervention: The intensity of service will be determined based on individual need.

Possible Range of Academic Intervention	
1.	Individualized Instruction and/or individualized correctives
2.	Scheduling options including additional class time (double literacy blocks)
3.	Small Group Instruction
4.	Co-teaching
5.	Before/After-school Programs
6.	Summer Programs
7.	Learning Center assistance
8.	Computer Assisted Instruction
9.	Distance Learning
10.	Achievement Labs
11.	Higher-education assistance
12.	Tutoring ³
13.	Alternative Education Placement
14.	Monitoring
15.	Extended Time (stretch courses)
16.	Supervised Study Hall
17.	Study Skills
18.	Instructional Modifications
19.	Small Student-to-Staff Ratio
20.	Small Class Size
21.	Counseling (Academic)
23.	Flex Scheduling
24.	Independent Study
25.	Auditing

Table 4

Grade Level	Academic Instruction
K-4	1-8, 11-14, 18-21
5-6	All except 15, 22, 23, 24
7-8	All except 15, 23, 24
9-12	All

Table 5

³ Districts must use staff, who are appropriately certified under Part 80 of the Commissioner’s Regulations, to provide academic intervention services

Possible Range of Support Services: Coordination of services, based on individual need, could include:

Possible Range of Support Services	
Attendance Problems	<ol style="list-style-type: none"> 1. Parent Notification 2. Home Visit 3. Counseling 4. Child Protective Service: Reporting 5. PINS Diversion 6. PINS 7. SPOA/CCSI
Disciplinary Problems	<ol style="list-style-type: none"> 3. Counseling 5. PINS Diversion 6. PINS 7. SPOA/CCSI 8. Parent Consultation/Home Visit 9. Behavior Modification Plan 10. Psychological Services 11. Conflict Resolution 12. Referral to Community Agencies
Family Related Issues	<ol style="list-style-type: none"> 3. Counseling 7. SPOA/CCSI 8. Parent Consultation/Home Visit 12. Referral to Community Agencies 13. Social Worker Involvement 14. Banana Splits
Health Related Issues	<ol style="list-style-type: none"> 3. Counseling 7. SPOA/CCSI 12. Referrals to Community Agencies 13. Social Worker Involvement/Home Visit 15. Transportation 16. Nurse Contact/Student/Parent
Nutritional Issues	<ol style="list-style-type: none"> 3. Counseling 7. SPOA/CCSI 10. Psychological Services 12. Referrals to Community Agencies 17. Monitor Closely 18. Contact Parent 19. School-based Food Programs
Social Issues	<ol style="list-style-type: none"> 3. Counseling 5. PINS Diversion 6. PINS 7. SPOA/CCSI 12. Referrals to Community Agencies 20. Catholic Charities 21. School-Wide Prevention Activities 22. Classroom Interventions

Table 6

Describe the specific types of AIS appropriate for each grade level.

Grade Level	Support Services
K-4	1-19, 21, 22
5-8	All
9-12	All except 14

Table 7

Procedures for Parent Notification

The building principal will be responsible for parental notification indicating need for and discontinuance of Academic Intervention Services. This notification will be made in writing and will include a summary of the services being provided to the student including when the services will be provided. The reason(s) for AIS will be reviewed, and the consequences of not achieving the standards will be stated. Parents will also be kept apprised of their child's progress through quarterly written reports, parent conferences or consultations each semester, and suggestions for working with the student at home. When AIS is discontinued, the parent will be notified via discontinuance letter that the services will be ending, the criteria for ending services, the current performance level of the student, and/or the assessment(s) that were used in determining the student's level of performance.

Student Progress Reports

Quarterly AIS reports will document progress of students, and will be sent to parents by the service provider(s). The progress report will describe:

- the nature and intensity of service provided
- how the service was provided and by whom
- the AIS (including State assessment data and the measures of evidence used in the district procedure)
- additional comments from the service provider(s)

Criteria for Ending AIS Standard Forms

Academic Intervention Services will end when the student has successfully attained the district standards according to the state and/or district criteria for beginning services.

Process and Timeline

Academic Intervention Services may start at any time, but must begin no later than the beginning of the semester following a determination that a student needs such services. At the high school level, AIS cannot be postponed until students are scheduled for a course in which AIS is needed. This must be determined individually for each student based on need.

cc: Cabinet
Board of Education

Additional Examples District/Building Resources

- Alternative education sites
- Building community programs at community centers, libraries, etc.
- Child care for parents for school functions (plus: food, alternative times, days, etc.)
- Child study groups
- Conflict resolution
- Connection to vocational educational programs to establish AIS initiatives (image correction)
- Counselors
- Discipline intervention programs
- ESL/ELL program
- Extra-curricular programs linked to AIS (i.e., Homework Club)
- Instructional Support Team (IST)
- Inter-agency cooperation (i.e. community and schools)
- Links to AIS for summer interventions
- Links to community resources (i.e., local colleges, police, etc.)
- Parenting classes
- Psychologists
- School Resource Officer
- Social Workers
- Teacher home visits
- Transition Coordinator
- Transition programs for at-risk students:
 - Parent nights
- Transportation for targeted events (e.g., kindergarten screening, parent conferences, etc.)
- Utilize School-to-Work Coordinator to interface with business community to address AIS issues

Note: All suggestions are school initiated, based on individual needs, and the data and resources to support the program.

CORTLAND ENLARGED CITY SCHOOL DISTRICT
ONE VALLEY VIEW DRIVE
CORTLAND, NEW YORK 13045-3297

PHONE: 607-758-4100

FAX: 607-758-4109

Academic Intervention Services
Parent Notification

 (Date)

Dear Parent/Guardian:

Re: _____
 (Student's Full Name) (Present Grade) (Elementary Homeroom Teacher or High School Guidance Counselor)

All students must now satisfactorily meet the established New York State standards in English/Language Arts, Mathematics, and Science. These standards will be assessed at various grade levels during his/her elementary and secondary education career.

The New York State Education Department has mandated schools provide AIS (Academic Intervention Services) to students not meeting State standards. The following test results and/or factors qualify your child for AIS services:

Check Services	Criteria for Placement	Level of Performance
<input type="checkbox"/> English/Language Arts		
<input type="checkbox"/> Math		
<input type="checkbox"/> Science		
<input type="checkbox"/> Support Services		

The following intervention services will be provided to better prepare your child to meet New York standards:

Intervention/Service	Service Provider	Service Begins	Frequency

Ongoing evaluation will help determine the specific level and/or type of interventions and the need to continue or terminate these services. The overall objective for providing these services is to help your child in successfully meeting the NY State standards and/or graduation requirements. If you have questions regarding these results, please call me or the service provider(s) listed above.

Sincerely,

 (Principal's Signature)

cld rev. 10/27/11
 cc: Student's Cumulative Folder
 Service Provider(s)
 Guidance Counselor
 Curriculum Leader
 Teacher(s)

CORTLAND ENLARGED CITY SCHOOL DISTRICT
ONE VALLEY VIEW DRIVE
CORTLAND, NEW YORK 13045-3297

PHONE: 607-758-4100

FAX: 607-758-4109

**Academic Intervention
 Notification of Status**

_____ (date)

Dear Parent/Guardian:

Re: _____ (Student's Full Name) _____ (Present Grade) _____ (Elementary Homeroom Teacher or High School Guidance Counselor)

The criteria below show that your child:

List Services	Criteria for Discontinuance	Level of Performance	Status Change
<input type="checkbox"/> English/Language Arts			<input type="checkbox"/> has obtained the competencies necessary to exit from AIS Services. <input type="checkbox"/> is scheduled to repeat the grade level or course. <input type="checkbox"/> will receive services as outlined in his/her IEP. <input type="checkbox"/> has met State benchmark, but continued support is recommended.
<input type="checkbox"/> Math			<input type="checkbox"/> has obtained the competencies necessary to exit from AIS Services. <input type="checkbox"/> is scheduled to repeat the grade level or course. <input type="checkbox"/> will receive services as outlined in his/her IEP. <input type="checkbox"/> has met State benchmark, but continued support is recommended.
<input type="checkbox"/> Science			<input type="checkbox"/> has obtained the competencies necessary to exit from AIS Services. <input type="checkbox"/> is scheduled to repeat the grade level or course. <input type="checkbox"/> will receive services as outlined in his/her IEP. <input type="checkbox"/> has met State benchmark, but continued support is recommended.
<input type="checkbox"/> Support Services			<input type="checkbox"/> has obtained the competencies necessary to exit from AIS Services. <input type="checkbox"/> is scheduled to repeat the grade level or course. <input type="checkbox"/> will receive services as outlined in his/her IEP. <input type="checkbox"/> has met State benchmark, but continued support is recommended.

If you have any questions, please contact me.

Sincerely,

_____ (Principal's Signature)

cc: Student's Cumulative Folder
 Service Provider(s)
 Guidance Counselor
 Curriculum Leader
 Teacher(s)

Notification of Status rev 3 31 11

CORTLAND ENLARGED CITY SCHOOL DISTRICT
ONE VALLEY VIEW DRIVE
CORTLAND, NEW YORK 13045-3297

PHONE: 607-758-4100

FAX: 607-758-4109

(Date)

Dear Parent/Guardian:

Re: _____
(Student's Full Name)

The Cortland City School District offers help in academic areas. In some cases sufficient test records are not available or the classroom teacher needs additional information. Your child has been recommended for further testing in:

Reading Math Science

Please sign and return the bottom portion of this letter so that your child may participate in the testing listed below. If you have any further questions please contact _____ at _____.

Testing Instrument(s): _____

Sincerely,

Principal

**ACADEMIC INTERVENTION
Permission to Test**

Academic School Year:

I give my permission for _____ to participate in testing to determine if Academic Intervention Service is needed.

(Parent's/Guardian's Signature)

(Date)

PLEASE RETURN PROMPTLY

b
cc: Guidance Counselor
Classroom Teacher(s)

Permission to Test

Dear Parent/Guardian:

Previously you were notified that your child would be receiving Academic Intervention Services. Below is a report of your child's progress to date in:

- ELA (English Language Arts) Math Science Support Services

Academic Intervention - Quarterly Progress Report

Student's Name:	Homeroom Teacher:	Grade:	Year:
Service Area	S = Satisfactory I = Improving N = Needs Improvement	1 st Quarter	2 nd Quarter
Intervention(s)	Service Provider(s)	3 rd Quarter	4 th Quarter

Comments 1st Quarter:

Comments 2nd Quarter:

Comments 3rd Quarter:

Comments 4th Quarter:

cc: Student's Cumulative Folder



7d

To: Cortland CSD
Date: March 26, 2012
Re: Service Proposal/Contract

In order to ensure the highest safety and operational status of your equipment, we recommend that you purchase a service contract with us to perform four regular maintenance inspections in a one-year period. This contract period will be from July 1, 2012 to June 30, 2013. If this contract is acceptable, *please sign this contract and the additional terms and conditions* and return them to me along with a purchase order. Please make a copy for your records. This contract will include the following:

I. REGULAR INSPECTIONS:

- a) Preventive Maintenance: See enclosed preventive maintenance procedures. Along with preventive maintenance procedures, we will do authorized repairs with parts carried on-site for the equipment listed in Attachment 1.
- b) Schedule for Visits: Your facility will receive one preventive service visit every three months to total 4 visits in a 12 month period. All service visits will be scheduled in advance at your convenience.
- c) Scheduled Months: We have scheduled your service visits for the months of August 2012, November 2012, February 2013, and May 2013.
- d) Charges: The cost in labor, travel and support for each inspection is \$312.00 and would include up to 4 hours of total labor. Additional labor hours would be billed at \$75/hr. Parts not covered by the manufacturer's warranty will be billed at a 10% discount, plus shipping and handling charges.
- e) Additional Service Charges: Additional service charges will be incurred for any equipment not listed in Attachment 1.

II. EMERGENCY VISITS:

For service calls which are not part of the regular inspection visits described above and which are not covered by the manufacturer's warranty, we would charge \$87 labor for the first hour and \$75 per hour for each additional hour of labor, plus travel time. Parts not covered under warranty will be billed at a 10% discount, plus shipping and handling charges.

Our service response time goals for emergency calls are as follows:

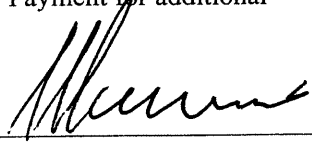
- a) Respond by phone within 4 hours to any emergency service request.
- b) Be on-site within 48 hours for commercial customers (normal business hours).

III. PAYMENT:

The payment for the regular inspection portion of this agreement is \$1,248.00 payable in four \$312.00 payments due on net-30 terms from the date of each inspection. Payment for additional labor and parts will be due on net-30 terms as the expenses are incurred.

Please contact me if you have any questions.

Shannon Divers
Commercial Sales Coordinator

Signed: 

Signed: _____

Print: Frank Ferraro

Date: _____

Date: 5/30/12

ATTACHMENT 1

**Cortland CSD
Equipment List**

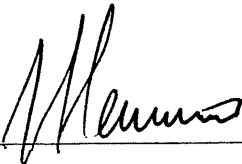
CARDIOVASCULAR EQUIPMENT

Item	Quantity
Cybex 700T Treadmill	2
Precor EFX546 Elliptical	2
ST Airforce Bike	2
Schwinn Windsprint	2
	<hr/>
	8

STRENGTH EQUIPMENT

Item	Quantity
Cybex Selectorized	2
Cybex Selectorized Modular	4
Cybex Bodyweight Modular	3
Cybex Free Weight	10
Cybex Plate Load	1
York Free Weight	1
	<hr/>
	21

Approval Signature _____





SERVICE CONTRACT TERMS AND CONDITIONS

INDEMNIFICATION

Purchaser agrees to defend, indemnify and hold harmless Advantage Sport & Fitness, Inc. ("Advantage"), its officers, employees, agents and representatives from and against any and all claims, actions, proceedings, damages, losses and expenses (including attorney's fees and all costs) arising out of any goods or services furnished under this Service Contract, except those arising by reason of (i) Advantage's breach of this Service Contract or (ii) the negligent or willful act of Advantage, its officers, employees, agents and representatives.

DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE GOODS FURNISHED UNDER THIS SERVICE CONTRACT ARE EXPRESSLY LIMITED TO THOSE MADE BY THE MANUFACTURER OF SUCH GOODS. SUCH WARRANTIES SHALL NOT BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF ADVANTAGE SPORT & FITNESS, INC. ("ADVANTAGE").

ADVANTAGE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE GOODS FURNISHED UNDER THIS CONTRACT AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ADVANTAGE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND RELATED TO THE GOODS FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ADVANTAGE IS NOT RESPONSIBLE FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS) INCURRED BY PURCHASER OR BY ANY THIRD PARTY MAKING A CLAIM THROUGH PURCHASER. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS FOR INJURY TO PERSONS OR MATERIAL DAMAGE TO PHYSICAL PROPERTY CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF ADVANTAGE, ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

REASONABLE EFFORTS

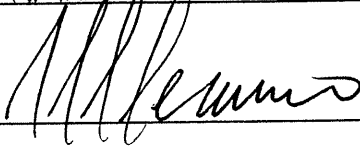
Advantage will make reasonable, good faith efforts to diagnose and repair the equipment covered by this Service Contract but Advantage makes no guarantee that it will be able to make a successful repair in every case. In the event that Advantage through its efforts is unable to repair the equipment, then Purchaser, at its sole discretion, may obtain repair services from additional service providers beyond the scope of this Contract and that the costs associated with such repairs shall be born exclusively by Purchaser and shall be in addition to the costs associated with the performance of this Contract.

PURCHASER ACCEPTANCE:

I hereby certify that, as representative of the Purchaser, I have the authority to legally bind the Purchaser in this matter and that by affixing my signature below I accept these terms and conditions on behalf of Purchaser.

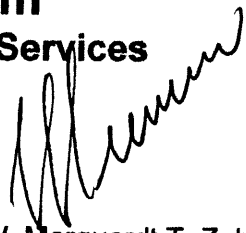
Date: 5/30/12

Name: Frank Ferraro

Signature: 

7e

Memorandum
Director of Business Services



Date: June 8, 2012
To: Dr. J. Lutz
cc: M. Baccaro, A Wingard, M. Vislosky, W. Marquardt T. Zuber, M. Cretaro,
From: Frank Ferraro
Subject: BAN Pay Down

The attached resolution authorizes the district to pay down our BAN payment by \$2M. The funds for this payment will be taken from the Debt Service account A9711.600-20-0000. This account was originally budgeted to pay a principal payment on our \$26M BAN. Because of the state building aid schedule and the market for permanent bonding, the BANS will be renewed and a principal payment may not be due until the 2012-13 fiscal year – contingent on when the bonds are sold for permanent financing.

By paying down the BAN, the district will reduce the amount we will have to permanently borrow. This \$2M plus the \$3M of fund balance that was previously used to pay down the construction BAN results in a \$5M reduction in the amount the district will have to borrow for the current construction project. This puts this district in a very advantageous situation; for the life of the permanent capital project financing, we will receive more state aid than principal and interest payments on the bonds.

Local Funding in-lieu of Debt

Based on the recommendation of the Superintendent, the Board of Education authorizes the transfer of \$2,000,000 of undesignated un appropriated fund balance to the Capital Assets reserve in lieu of issuing debt. The Board there by authorized the increase in the budget code A-9950.9 transfer to capital projects funds and appropriated fund balance A-510 totaling \$2,000,000. This transfer will reduce the overall maximum amount of debt which can be issued for the project and replace it with local funding. The use of current funds will reduce the cost of the project by both delaying borrowing and by reducing the amount of overall borrowing.

**EMPLOYMENT CONTRACT
OF THE
SUPERINTENDENT OF SCHOOLS
CORTLAND CITY SCHOOL DISTRICT**

2012-2015

The parties to this contract are the **BOARD OF EDUCATION OF THE CORTLAND CITY SCHOOL DISTRICT**, 1 Valleyview Drive, Cortland, New York, (hereinafter referred to as the *Board*) and **MICHAEL HOOSE**, residing at 70 Monroe Street, Honeoye Falls, New York, (hereinafter referred to as the *Superintendent*).

The Board has appointed **MICHAEL HOOSE** as Superintendent of Schools of the **CORTLAND CITY SCHOOL DISTRICT** (hereinafter the *District*). The parties have agreed upon the terms of employment of the Superintendent and enter into this contract pursuant to Education Law §2507.

IN CONSIDERATION THEREOF, of the covenants and agreement set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. EMPLOYMENT.

The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as Superintendent of Schools of the District upon the terms and conditions contained in this contract.

2. DUTIES AND POWERS.

The Superintendent shall perform all duties and exercise all powers of the position as prescribed by Education Law § 2508 and other laws, rules and regulations of the State of New York and by the Board in its By-Laws, Policies, regulations and other Board directives, all as may be modified from time to time. The Superintendent shall be the Chief Executive Officer of the District and of its educational system. The Superintendent shall not accept any remunerated employment or paid consultancies from other employers during the term of this contract without prior approval of the Board. Without limitation of such duties and powers, the parties agree: that the Superintendent shall have freedom to organize, reorganize and arrange the administrative and supervisory staff as in his judgment best serves the District with notice to the Board; that he shall, with the assistance of his staff, administer the instructional and business affairs of the District; and that he shall have the responsibility for selection of personnel, subject to Board approval, and for placement, transfer and discipline of personnel, subject to any necessary Board approval. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing his performance or salary.

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3. TERM AND EXTENSION.

The term of this contract is from August 15, 2012 through August 14, 2015, unless sooner terminated in accordance with its terms. It may be extended by mutual written agreement.

No later than April 30th in each year of this agreement, or in any extension hereof, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one-year period. At such time, a motion to extend the term of this Agreement for an additional one-year period will be moved, seconded and voted upon by the Board. If the Board fails to act by April 30, the Superintendent may require it do so at its next regularly scheduled Board meeting. It is the parties' expectation that the Superintendent's term of employment will be renewed at the time of such Board consideration, provided the Superintendent has previously rendered competent and efficient service and faithfully discharged the duties of his position as described herein.

Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement, and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

4. SALARY.

The salary for the school year 2012-2013 shall be \$150,000. Annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment to other full-time administrative employees of the District. Annual salary for each school year after 2012-2013 shall be established annually (prior to July 1) by written agreement of the parties, but in no event shall such salary be less than the salary of the preceding school year. Salary shall be pro-rated for any partial school year.

5. ALLOWANCES AND BENEFITS.

a. Vacation.

The Superintendent shall receive 20 work days paid vacation each school year, exclusive of holidays. The Superintendent shall provide the Board reasonable notice of intended vacation dates. Vacation will be deemed available July 1, 2012 for the first full academic year of this agreement and in all subsequent years. If the Superintendent separates from employment with the District for any reason before the end of the school year, vacation time shall be prorated and adjusted through appropriate payment or deduction in the final check. If, in the normal course of events, the Superintendent can not take his allotted vacation, he may be paid for said unused vacation up to a maximum of ten unused days per year.

b. Automobile.

The Board shall provide a school vehicle when available for the Superintendent's use for business travel not involving common carriers, which the Superintendent shall use for such purpose.

The District shall reimburse the Superintendent for mileage at the IRS rates when he is required to use his personal car in the performance of his official duties as Superintendent.

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c. Professional Memberships.

The Board encourages the Superintendent to participate in activities which provide for personal and professional growth or will bring recognition to the District. The Board will pay fees for the Superintendent's membership in the following organizations:

1. The American Association of School Administrators.
2. New York State Council of School Superintendents.
3. One additional national organization.

Expenses for attendance by the Superintendent at professional conferences and activities of such organizations shall be included in the annual District budget. The Superintendent shall seek the approval of the President of the Board for all such conferences, and shall report to the Board on such conferences.

d. Expense Reimbursement.

The Board will pay or reimburse the reasonable expenses necessarily incurred by the Superintendent in connection with the employment, provided that the Superintendent submit appropriate documentation on a timely basis in accordance with District policy and practice.

e. Indemnification and Counsel.

The Board has provided the benefit of Public Officers Law § 18 to employees of the District. The Board agrees that it shall continue to provide the defense and indemnification provisions provided by such statute for the benefit of the Superintendent during the term of this contract, and that such provisions shall supplement and be available to the Superintendent in addition to defense or indemnification protection conferred by any other statute or enactment. In order to obtain the protection referred to herein, the Superintendent must deliver the original or a copy of any summons, complaint, process, notice, demand, pleading or other document asserting the claim to the District Clerk (with a copy to the Board President) within ten (10) days after service thereof on the Superintendent, together with a written request to provide for defense of the Superintendent, who must give full cooperation in the defense thereof and must comply with all provisions of Public Officers Law § 18.

f. Other Benefits.

- i. **Health Insurance/Dental Insurance** - The District will provide 90% of the premium for an individual plan for the Superintendent in the group health insurance plan or the District will provide 75% of family coverage in the District's group health insurance plan at the Superintendent's election.
- ii. **Sick Days** -- The Superintendent shall be permitted with 12 paid days annually for absence caused by personal or family illness. Family shall mean the Superintendent's parents, spouse, children, or other relatives who are members of the Superintendent's household. The Superintendent shall be awarded 30 days of sick leave at the commencement of employment.

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- iii. Holiday -- The Superintendent shall be entitled to the following 13 paid holidays each school year, which shall not be cumulative:

Fourth of July	Thanksgiving and Day After
Labor Day	Christmas as Day
Columbus Day	New Years Day
Veterans Day	President's Day
Martin Luther King	Memorial Day
Good Friday	

- iv. Health Insurance Upon Retirement -- If the Superintendent retires, i.e. draws benefits from New York State Teachers' Retirement System, the District contribution to the premium cost for individual and dependent coverage for health insurance shall be as follows:

Years of Completed Service at Retirement	% of District Contribution
1	15%
2	30%
3	45%
4	60%
5	75%
6	90%

- v. Bereavement Leave:

1. The Superintendent shall be entitled to five (5) days of paid leave due to a death in his immediate family. "Immediate family" is defined as a parent, grandparent, brother, sister, spouse, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent's household
2. If the death occurs while the Superintendent is on sick or vacation leave, the days used for the bereavement leave shall not be deducted from his accumulated sick leave
3. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified.

- vi. Life Insurance -- The Superintendent shall be reimbursed up to \$3,000 per year for each year of the contract upon presentation to the business office of a receipt for a life insurance premium through a life insurance company of the superintendent's choice.

6. RESIDENCY.

Within eighteen months of the effective date of the agreement, the Superintendent shall establish legal residence within the Cortland City School District. For purposes of this clause, the phrase *legal residence* means the Superintendent's actual legal domicile.

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7. ANNUAL REVIEW.

The parties shall meet no later than October of each school year to mutually agree upon the goals of the Superintendent for that school year. The parties shall meet annually at a mutually agreeable time in June (or such other time as the parties may agree) to evaluate the performance of the Superintendent including the goals set the previous October. The Board shall provide the Superintendent a written evaluation annually. Such evaluation may also be held at other times as agreed by the parties. The evaluation instrument shall be mutually agreed upon in advance of any annual review. Such evaluation shall remain confidential to the extent permitted by law.

8. TERMINATION.

This contract and the employment of the Superintendent may be terminated earlier than provided in paragraph 3, as follows:

a. By Agreement.

By mutual written agreement of the parties upon such terms as they may determine.

b. By Superintendent.

By the Superintendent by written notice filed with the District Clerk effective no less than sixty days after filing.

c. By Board.

By the Board:

- (i) Upon 30 days prior written notice to the Superintendent if he shall become mentally or physically incapacitated for a period of six months or more to such an extent as to prevent him from properly performing each and every one of his duties.
- (ii) Immediately upon written notice to the Superintendent if he shall be convicted of a felony.
- (iii) Immediately upon giving of notice for failure to maintain certification required by New York statute, rule or regulation, or upon failure to establish legal residence as required by paragraph 6 above.
- (iv) Upon the filing of charges:
 - (a). Charges against the Superintendent may only be brought by the Board for incompetence or misconduct and all such charges shall be in writing. The Superintendent shall be entitled to a hearing on said charges, upon at least thirty (30) days' notice, before a hearing officer mutually selected. The hearing shall be conducted in executive session. The Board may suspend the Superintendent with pay and benefits during the pendency of such hearing. The District will pay all costs of the hearing.
 - (b). The Superintendent shall be entitled to due process protection at such

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hearing, including, but not limited to, the right to be represented by counsel; to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law.

- (c). The hearing officer shall, upon the conclusion of the hearing, prepare and submit a decision, which decision shall include findings of fact and a recommended disposition of each charge. The hearing officer's decision shall be final.

d. Death.

This contract shall terminate upon the death of the Superintendent.

e. Terms to Continue.

Notwithstanding the expiration or earlier termination of the employment of the Superintendent or of this contract, all the terms and conditions of this contract which explicitly or by necessary implication are intended to continue after such termination, shall so continue and this contract shall remain in effect for such purpose.

9. EFFECTIVE DATE.

This contract shall take effect as of August 5, 2012. The Superintendent shall file his oath of office with the District clerk upon assuming the responsibilities of the office.

10. NOTICE.

The Board and the Superintendent each recognize that in order to establish a good working relationship and communication it is sometimes necessary to address performance issues with the Superintendent. When such performance issues are addressed, the issues will be discussed in an executive session of the Board of Education or in another private forum, consistent with the Open Meetings Law, such as a meeting between the Board President and the Superintendent of Schools. The Board acknowledges the importance of keeping open honest communication with the Superintendent and further acknowledges that such open honest communication is not fostered when public meetings of the Board are used to address performance concerns of the Superintendent.

Unless otherwise specified, all notices given under this contract shall be given in writing. Notice given by the Superintendent may be signed by him or by his attorney. Notice given by the Board shall be authorized by the Board in accordance with applicable law and may be signed by the President, other Board member, or an attorney, as may be designated by the Board by resolution. Notices shall be delivered as follows:

a. To the Superintendent.

Personally or by certified mail, return receipt requested, addressed to his residence.

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b. To the Board.

To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to the President's residence, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested. Notice to the Board shall be effective upon the earlier of the date on which notice is given to the President or to the office of the District Clerk, providing notice is given to both.

c. Date Given.

Notices personally delivered shall be deemed given upon delivery. Notices given by mail shall be deemed given five business days after posting, regardless of date of actual receipt.

11. SEVERABILITY.

Every provision of this contract is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal to the Commissioner or by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.

12. MISCELLANEOUS.**a. Headings.**

The paragraph headings contained in this contract have been prepared for convenience of reference only and will not control, affect the meaning, or be taken as an interpretation of any provision of this contract.

b. Waiver.

In the event any term or condition of this contract should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

c. Applicable Law.

This contract will be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed, delivered and to be fully performed in New York. The County of Broome in the State of New York shall be the venue of any action or proceeding arising from or related to this contract.

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d. Agreement Binding.

This agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

e. Counterparts.

This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute one and the same agreement.

13. COMPLETE AGREEMENT.

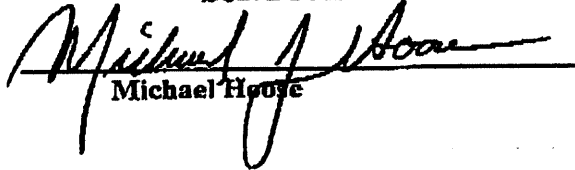
This contract contains the complete agreement between the parties and may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have signed this contract on the ____ day of ____, 2012, intending to be legally bound.

**BOARD OF EDUCATION
CORTLAND CITY SCHOOL DISTRICT**

By: _____

Board President


Michael House

CLERK'S CERTIFICATION

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Cortland City School District at a public meeting duly held on _____, 2012, and has been made a part of the minutes of that meeting.

School District Clerk

d. Agreement Binding.

This agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

e. Counterparts.

This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute one and the same agreement.

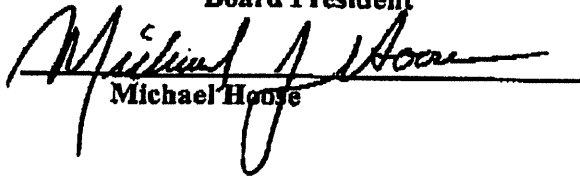
13. COMPLETE AGREEMENT.

This contract contains the complete agreement between the parties and may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have signed this contract on the 12th day of July 2012, intending to be legally bound.

**BOARD OF EDUCATION
CORTLAND CITY SCHOOL DISTRICT**

By: _____
Board President


Michael House

CLERK'S CERTIFICATION

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Cortland City School District at a public meeting duly held on _____, 2012, and has been made a part of the minutes of that meeting.

School District Clerk