

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

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Annual Organizational Meeting – Tuesday, July 3, 2012 at 7:00 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

2. NEW BUSINESS:

a. **Administration of Oath of Office** to Newly Elected Member

b. **Election of Officers:** President and Vice-President

c. **Appointment of Officers:**

- 1) Clerk of the Board – Ms. Margaret Baccaro
- 2) District Treasurer – Ms. Michelle Cretaro
- 3) Deputy Treasurer – Ms. Cynthia Dann
- 4) Tax Collector – To be appointed
- 5) Claims Auditor – Mr. Thomas Ruane
- 6) Deputy Claims Auditor – Ms. Shelley Marshall

d. **Other Appointments:**

- 1) Central Treasurer for Extra-Curricular Activity Funds – Ms. Sherry Timmons
- 2) Chief Faculty Advisor for Extra-curricular Activity Funds – Mr. Gregory Santoro
- 3) Insurance Agent of Record – William Street, Eastern Shore Association Insurance (NYSIR)
- 4) District Independent Auditor - Raymond F. Wager, CPA (year two of a two-year term)
- 5) District Internal Auditor – QUESTAR BOCES
- 6) Special District Audit – BST & Company LLP, CPA
- 7) School Attorneys – Hogan, Sarzynski, Lynch, DeWind, and Gregory LLP
- 8) School Physician – Dr. Robert Castellanos
- 9) Records Management Officer – Director of Business Services
- 10) Records Access Officer – Ms. Judi Riley
- 11) Title IX/Section 504/ADA Compliance Officer – Ms. Judi Riley
- 12) District Representative on Coop. Health Insurance Board of Directors – Director of Business Services
- 13) District Representative on Coop. Workmen’s Comp. Board of Directors – Director of Business Services
- 14) Attendance Officer – Ms. Judi Riley
- 15) Board of Education Legislative Liaison & Delegate to NYSSBA Annual Meeting, and Alternate
- 16) Board of Education Audit Advisory Committee
- 17) CSE/CPSE Committee/Subcommittee Members as submitted
- 18) State Education Department Impartial Hearing Officer List as submitted with automatic addition or deletion of future recommendations from SED
- 19) Clerk for Impartial Hearings – Ms. Shelley Marshall
- 20) Designated SAVE Official, Residency Appeals Officer, Homeless Liaison, Dignity Act Coordinator, and Medicaid Compliance Officer – Ms. Judi Riley.
- 21) School Purchasing Agent – Director of Business Services
- 22) Asbestos (LEA) Designee – Mr. Walter Blanden

e. **Designations:**

- 1) Official Depository for Funds
- 2) CAPCO Service Agreements
- 3) Revenue Anticipation Note Resolution
- 4) Set Board Meeting Dates
- 5) Official Newspaper

f. Authorizations:

- 1) The Director of Business Services to certify payrolls
- 2) The Superintendent of Schools, or designee, to approve attendance at all conferences, conventions, workshops, and related education activities
- 3) The Superintendent of Schools authorized to seek external grant funds
- 4) Establishment of petty cash funds and change fund for tax collection
- 5) The School District Treasurer to sign checks
- 6) The Superintendent of Schools to approve budget transfers
- 7) The Director of Business Services to invest available funds
- 8) Publication of annual financial report
- 9) The Superintendent to make appointments between Board meetings
- 10) The Superintendent is authorized to sign Memoranda of Understanding and/or Agreement following pre-discussion with the Board
- 11) The Superintendent to appoint Board of Registration/Elections Inspectors if those approved by the Board cannot serve
- 12) The Superintendent to appoint Impartial Hearing Officer at the maximum local rate of \$100.00 per hour

g. Bonding of Personnel:

- 1) District Clerk
- 2) District Treasurer
- 3) Deputy Treasurer
- 4) Tax Collector
- 5) District Central Treasurer for Extra-Curricular Activity Funds
- 6) Internal Claims Auditor

h. Other Items:

- 1) Readoption of all policies and bylaws in effect at the end of the previous year
- 2) IRS Mileage Rate of \$.555/mile

OTHER BUSINESS

3. PERSONNEL ACTION

- a. Approval of Amendment to Employment Agreement for Assistant Superintendent for Pupil and Personnel Services
- b. Approval of Personnel Resignations and Leaves
- c. Approval of Non-Instructional Personnel Appointments
- d. Approval of Instructional Personnel Appointments

4. ADJOURNMENT

CORTLAND ENLARGED CITY SCHOOL DISTRICT

ENGAGEMENT LETTER

For Years Ended June 30, 2012 and 2013

Raymond F. Wager, CPA, P.C.
Certified Public Accountants

Shareholders:

Raymond F. Wager, CPA
Thomas J. Lauffer, CPA
Thomas C. Zuber, CPA

Members of
American Institute of
Certified Public Accountants
and
New York State Society of
Certified Public Accountants

June 24, 2011

Mr. Arthur F. Martignetti
Director of Business Services
Cortland Enlarged City School District
Kaufman Center
1 Valley View Drive
Cortland, New York 13045

Dear Mr. Martignetti:

We are pleased to confirm our understanding to extend our auditing services for an additional two years June 30, 2012 and 2013 for the Cortland Enlarged City School District. This extension will complete the five year cycle for auditing services which is allowed under the Five Point Plan Legislation.

Audit Engagement

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Cortland Enlarged City School District as of and for the years ended June 30, 2012 and 2013. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing basic financial statements in an appropriate operational, economical, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurances on the information because the limited procedures do not provide us with sufficient evidence to express an opinion to provide any assurance. The following RSI is required by generally accepted accounting principles and will be subject to certain limited procedures, but will not be audited.

Management's Discussions and Analysis.

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

Schedule of Expenditures of Federal Awards.

Audit Objectives

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

- Internal control related to the financial statements and compliance with the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specific parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

(Management Responsibilities) (Continued)

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Cortland Enlarged City School District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibility also includes identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all know or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of our audit. You are responsible for the preparation of supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements or make the audited financial statements readily available to the users of the supplementary information if issued with our report thereon.

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

Audit Procedures—General

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

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or government regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

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

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA Professional Standards, and OMB Circular A-133.

Auditing Procedures—Compliance

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

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on this District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees and Other

We will provide an Executive Summary showing year over year comparisons for the District' audit committee. In addition, we are available throughout the year to provide management advisory services to the extent which does not impair our independence and we are available for phone consultation throughout the year at no charge.

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

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

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

(Audit Administration, Fees and Other) (Continued)

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the federal Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In connection with this engagement, we may communicate with you or others via email. As emails can be intercepted, disclosed, used, and/or otherwise communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot ensure that emails from us will be properly delivered and read only by the addressee. Therefore, we disclaim and waive any liability for interception or unintentional disclosure of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage arising from the use of email, including any punitive, consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits or disclosure of confidential information.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and a few of those banks have mandated the use of this service. To the extent applicable, the Cortland Enlarged City School District hereby authorizes us to participate in this electronic confirmation process through the third party's Web site (e.g. by entering the District's bank account information to initiate the process and then accessing the bank's confirmation response) and agrees that we shall have no liability in connection therewith.

The estimated fees to complete our audit services for the Cortland Enlarged City School District for the years ended June 30, 2012 and 2013 is as follows:

	<u>2012</u>	<u>2013</u>
Audit of the Financial Statements	\$ 23,325	23,975
Single Audit	2,050	2,100
Extraclassroom Audit	<u>1,850</u>	<u>1,900</u>
Total	<u>\$ 27,225</u>	<u>\$ 27,975</u>

There will be an additional charge associated with meeting with your Audit Committee and/or Board of Education that will be billed at \$495.

We will submit an interim bill once our preliminary work is completed and the final bill for the audit will be submitted for payment after the audit is completed, processed and sent.

Other Services

We do not charge for any phone consultation throughout the year. If you require accounting assistance which necessitates travel to your location, we will charge an hourly rate and mileage. Our hourly rates will be as follows:

Shareholders	\$ 165	Managers	\$ 110	Audit Supervisor	\$ 95
Senior Accountants	\$ 80	Staff Accountants	\$ 65		

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review and letters of comments received during the period of the contract. Our 2009 peer review letter completed by Marvin and Company, P.C. accompanies this letter.

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

Sincerely,
Raymond F. Wager, CPA, P.C.



Raymond F. Wager

By: _____ Title: _____

Date: _____

CORTLAND ENLARGED CITY SCHOOL DISTRICT

One Valley View Drive
Cortland, New York 13045

Kaufman Center
Phone: 607-758-4100, ext. 2221
Fax: 607-758-4028

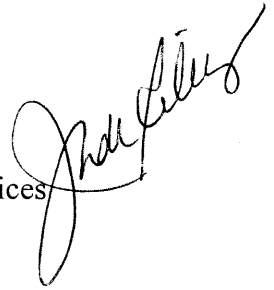
Judi B. Riley
Assistant Superintendent
for Pupil and Personnel Services

TO: Dr. Lutz, Superintendent of Schools
Members of the Board of Education

FROM: Judi Riley, Assistant Superintendent for Pupil and Personnel Services

DATE: June 28, 2012

RE: 2012-2013 School Physician Recommendation



This letter serves to recommend Dr. Castellanos as School Physician for the 2012-2013 school year at a rate of \$9,000. Per your approval, please forward to the board of education for appointment.

CORTLAND ENLARGED CITY SCHOOL DISTRICT

One Valley View Drive
Cortland, New York 13045

Kaufman Center
Phone: 607-758-4100, ext. 2221
Fax: 607-758-4028

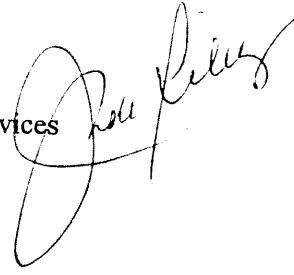
Judi B. Riley
Assistant Superintendent
for Pupil and Personnel Services

To: Dr. Lutz, Interim Superintendent of Schools
Members of the Board of Education

From: Judi Riley, Assistant Superintendent for Pupil and Personnel Services

Date: June 28, 2012

RE: 2012-2013 CSE and CPSE Committee/Subcommittee Members



This letter serves to recommend the following individuals for service on the special education and preschool special education committees/subcommittees for the 2012 – 2013 school year. Per your approval, please forward to the board of education for appointment.

CSE COMMITTEE MEMBERS:

- J. Riley District Level Chairperson
- L. Kaup SE Administrator/District Level Chairperson
- G. Santoro Principal/District Level Chairperson
- M. Grimmer CSE Chairperson/Certified School Psychologist
- M. Arthur CSE Chairperson/Certified School Psychologist
- C. Smith CSE Chairperson/Certified School Psychologist/District Level Chairperson
- CSE Chairperson/Certified School Psychologist
- A. Barrette CSE Chairperson/Certified School Psychologist
- J. Couchman CSE Chairperson/Certified School Psychologist/District Level Chairperson
- CSE Chairperson/Certified School Psychologist
- R. Castellanos Certified School Physician
- School Social Worker
- L. Creighton School Social Worker
- J. Pace School Social Worker
- C. Henderson School Social Worker
- L. Kirsch School Social Worker
- All general education and special education instructional staff members

CPSE/CSE PARENT MEMBERS:

- W. Darby Homemaker/Preschool Teacher
- K. O'Connell Homemaker
- S. Price Homemaker/Legislator
- G. Zollinger Homemaker
- S. Allen Cortland Eye Center
- A. Cobb Real Estate Agent

CSE SUBCOMMITTEES:

Each building's subcommittee will include the chairperson, the building's social worker the general education teachers and special education teachers/providers assigned to that building.

CPSE MEMBERS:

- K. Reynolds CPSE/Chairperson
- J. Stegeland Cortland County Representative
- R. Castellanos School Physician
- Parent Rep
- General Education Rep
- Special Education Rep
- Any general education teachers, special education teachers/providers who work with the child being met on, all district primary general education teachers and special education teachers/providers.

Appointment of Cortland City School District Representatives for Mediation:

- Assistant Superintendent for Pupil and Personnel Services
- Superintendent of Schools

Authorization of Cortland City School District Representatives for STAC Approval:

- Assistant Superintendent for Pupil and Personnel Services

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Judi B. Riley
Assistant Superintendent
for Pupil and Personnel Services

To: Dr. Lutz, Interim Superintendent of Schools
Members of the Board of Education

From: Judi Riley, Assistant Superintendent for Pupil and Personnel Services

Date: June 28, 2012

RE: Impartial Hearing Officer List



Please recommend approval of the following Impartial Hearing Officers as identified for our county on the State list and any additions/deletions made by the aforementioned department for the 2012 – 2013 school year.

Joan B. Alexander
Lynn Almeleh
Robert Briglio
Paul Bumbalo
Maryanne Dimeo
Rivona Enrenreich
Lana Flame
Colleen Heinrich
Martin Kehoe
Michael Lazan
Nancy Lederman
Edward Luban
James McKeever
Kenneth S. Ritzenberg
Jerome Schad
Leonard E. Sienko Jr.
Craig Tessler
Aaron Turetsky
James Walsh
Mindy Wolman

In addition, please recommend approval of the following:

1. Board of Education President authority to approve Impartial Hearing Officers in absence of a timely board of education meeting,
2. Executive Secretary to the Assistant Superintendent or Superintendent as district contact persons for Impartial Hearing Officer selection procedure, and
3. A designated maximum local rate of \$100.00 per hour for Impartial Hearing Officer.


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Judi B. Riley
Assistant Superintendent
for Support Programs

To: Dr. Lutz, Interim Superintendent of Schools
Members of the Board of Education

From: Judi Riley, Assistant Superintendent for Pupil and Personnel Services 

Date: June 28, 2012

RE: 2012-2013 Cortland County Community Action Program, Inc. (CAPCO)

This letter serves to seek approval of the 2012-2013 lease and service agreements between CAPCO Head Start Program and Cortland School District. Per your approval, please forward to the board of education for appointment.

**LEASE AND SERVICE AGREEMENT
CORTLAND CITY SCHOOL
Cortland County Community Action Program, Inc.**

This agreement entered in this 1st day of August 2012, between Cortland County Community Action Program, Inc., 32 North Main Street, Cortland, New York 13045. (CAPCO) and the Cortland City School, 1 Valley View Drive, Cortland, New York 13045, is entered into for the purpose of defining the terms under which Cortland will provide to CAPCO Head Start, user space and service in the Cortland City School. This agreement is entered into for the purpose of defining the terms and conditions under which Cortland will lease to CAPCO Head Start the right to use and occupy on a regular basis a portion of the property.

1. CAPCO Head Start shall have the use of one classroom, in the Parker Elementary School, Madison Street, Cortland, New York 13045. The classroom number may change per the request of the school district.
2. The designated space will be available for use by the CAPCO Head Start Program from August 1, 2012 through July 31, 2013. See #12. Hours of operation are 8:00 a .m. to 4:30 p.m., Monday through Friday.
3. Should the CAPCO Head Start Program not be operating during the months of July and August, the program may still store classroom and office equipment/supplies in their allocated space.
4. The CAPCO Head Start Program will be able to use the designated area for evening activities as coordinated with the Cortland School personnel.
5. CAPCO Head Start Program will pay Cortland \$3500.00 per year. Payable monthly at a rate of \$350.00 per month for a 10-month period.
6. CAPCO Head Start will utilize the Parker Elementary School phone system according to their regulations.
7. CAPCO Head Start will carry full liability and personal injury insurance coverage with \$1,000,000.00 limit naming Cortland City School as an insured under the policy. A certificate of insurance will be issued annually to Cortland School District.
8. Cortland School District will provide for the agreed upon space, adequate light, heat along with daily custodial maintenance services: Sweeping, mopping, vacuuming of floors, bathrooms, trash removal, and replacing bathroom toilet paper towel supplies.
9. CAPCO Head Start agrees to be responsible for the repair of damage to the leased property, other than the normal wear and usage which occurs with routine occupancy of the property.

10. CAPCO Head Start will not make any alterations to the property without the prior approval of Cortland School District. The term "alterations" includes attachments (permanent or temporary) to the floor, walls, and ceilings or the removal or placement of doors, ramps, or partitions.
11. Cortland School District and the CAPCO Head Start Program will work cooperatively with the necessary personnel to ensure open lines of communications regarding this lease and service agreement. In addition, and where necessary, both parties will coordinate services for the best interests of the respective programs and their participants.
12. This lease and service agreement shall be extended automatically for one year and from year to year thereafter, without further notice by either party upon the same terms and conditions, including rent. Either party may terminate this lease at any time upon giving either party a written notice sixty (60) days in advance of the termination of this lease.

Cortland City School District

Cortland County Community Action Program, Inc.

President of the Board

CAPCO Executive Director

Date

Date

CAPCO Head Start Director

Date

**LEASE AND SERVICE AGREEMENT
CORTLAND CITY SCHOOL
Cortland County Community Action Program, Inc.**

This agreement entered in this 1st day of August 2012, between Cortland County Community Action Program, Inc., 32 North Main Street, Cortland, New York 13045. (CAPCO) and the Cortland City School, 1 Valley View Drive, Cortland, New York 13045, is entered into for the purpose of defining the terms under which Cortland will provide to CAPCO Head Start, user space and service in the Cortland City School. This agreement is entered into for the purpose of defining the terms and conditions under which Cortland will lease to CAPCO Head Start the right to use and occupy on a regular basis a portion of the property.

1. CAPCO Head Start shall have the use of one classroom in the Randall Elementary School, 31 Randall Street, Cortland, New York 13045.
2. The designated space will be available for use by the CAPCO Head Start Program from August 1, 2012 through July 31, 2013. See #12. Hours of operation are 8:00 a .m. to 4:30 p.m., Monday through Friday.
3. Should the CAPCO Head Start Program not be operating during the months of July and August, the program may still store classroom and office equipment/supplies in their allocated space.
4. The CAPCO Head Start Program will be able to use the designated area for evening activities as coordinated with the Cortland School personnel.
5. CAPCO Head Start Program will pay Cortland \$3500.00 per year. Payable monthly at a rate of \$350.00 per month for a 10-month period.
6. CAPCO Head Start will utilize the Randall Elementary School phone system according to their regulations.
7. CAPCO Head Start will carry full liability and personal injury insurance coverage with \$1,000,000.00 limit naming Cortland City School as an insured under the policy. A certificate of insurance will be issued annually to Cortland School District.
8. Cortland School District will provide for the agreed upon space, adequate light, heat along with daily custodial maintenance services: Sweeping, mopping, vacuuming of floors, bathrooms, trash removal, and replacing bathroom toilet paper towel supplies.
9. CAPCO Head Start agrees to be responsible for the repair of damage to the leased property, other than the normal wear and usage which occurs with routine occupancy of the property.
10. CAPCO Head Start will not make any alterations to the property without the prior approval of Cortland School District. The term ■alterations■ includes attachments (permanent or

temporary) to the floor, walls, and ceilings or the removal or placement of doors, ramps, or partitions.

11. Cortland School District and the CAPCO Head Start Program will work cooperatively with the necessary personnel to ensure open lines of communications regarding this lease and service agreement. In addition, and where necessary, both parties will coordinate services for the best interests of the respective programs and their participants.
12. This lease and service agreement shall be extended automatically for one year and from year to year thereafter, without further notice by either party upon the same terms and conditions, including rent. Either party may terminate this lease at any time upon giving either party a written notice sixty (60) days in advance of the termination of this lease.

Cortland City School District

Cortland County Community Action Program, Inc.

President of the Board

CAPCO Executive Director

Date

Date

CAPCO Head Start Director

Date

**LEASE AND SERVICE AGREEMENT
CORTLAND CITY SCHOOL
Cortland County Community Action Program, Inc.**

This agreement entered in this 1st day of August 2012, between Cortland County Community Action Program, Inc., 32 North Main Street, Cortland, New York 13045. (CAPCO) and the Cortland City School, 1 Valley View Drive, Cortland, New York 13045, is entered into for the purpose of defining the terms under which Cortland will provide to CAPCO Head Start, user space and service in the Cortland City School. This agreement is entered into for the purpose of defining the terms and conditions under which Cortland will lease to CAPCO Head Start the right to use and occupy on a regular basis a portion of the property.

1. CAPCO Head Start shall have the use of one classroom in the Smith Elementary School, Wheeler Avenue, Cortland, New York 13045. The classroom number may change per the request of the school district.
2. The designated space will be available for use by the CAPCO Head Start Program from August 1, 2012 through July 31, 2013. See #12. Hours of operation are 8:00 a .m. to 4:30 p.m., Monday through Friday.
3. Should the CAPCO Head Start Program not be operating during the months of July and August, the program may still store classroom and office equipment/supplies in their allocated space.
4. The CAPCO Head Start Program will be able to use the designated area for evening activities as coordinated with the Cortland School personnel.
5. CAPCO Head Start Program will pay Cortland \$3500.00 per year. Payable monthly at a rate of \$350.00 per month for a 10-month period.
6. CAPCO Head Start will utilize the Smith Elementary School phone system according to their regulations.
7. CAPCO Head Start will carry full liability and personal injury insurance coverage with \$1,000,000.00 limit naming Cortland City School as an insured under the policy. A certificate of insurance will be issued annually to Cortland School District.
8. Cortland School District will provide for the agreed upon space, adequate light, heat along with daily custodial maintenance services: Sweeping, mopping, vacuuming of floors, bathrooms, trash removal, and replacing bathroom toilet paper towel supplies.
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Cortland City School District

Cortland County Community Action Program, Inc.

President of the Board

CAPCO Executive Director

Date

Date

CAPCO Head Start Director

Date

**Board of Education
2012-13 Meeting Dates**

7:00 p.m., Kaufman Center Conference Rooms 1 / 2

July 3	Organizational Meeting	October 9	February 12	May 7	Public Budget Hearing *Jr-Sr HS Auditorium*
July TBD	Special Meeting	October 23	February 26	May 13	Meet the Candidates T *Jr-Sr HS Auditorium*
August 7		November 13	March 12	May 14	
August 21		December 11	March 26	May 21	Budget Vote/Election
September 11		January 8	April 9	May 28	
September 25		January 22	April 22 (<i>Monday</i>)	June 11	

- ***Televised Meetings***
- Second meeting in April is always held on a *Monday* to coincide with the BOCES Budget Vote.

CORTLAND CITY SCHOOL DISTRICT

Amendment to Employment Agreement

Board of Education Regular Meeting: July 3, 2012

Agenda item: 6. Consent Item: d. Contract Amendments

1. It is hereby agreed by and between the Board of Education of the Cortland City School District located in Cortland County in the State of New York (hereinafter called the Board) and Judi B. Riley (hereinafter called the Assistant Superintendent) that the said Board, in accordance with its action as found in the minutes of the meeting held on the 3rd day of July, 2012, does hereby amend its employment agreement with the Assistant Superintendent as follows:

WITNESSETH

2. That the salary for the Assistant Superintendent for Pupil and Personnel Services for the 2012-13 school year shall be \$122,201.35.

Dated this 3rd day of July, 2012.

Assistant Superintendent

President, Board of Education

SCHEDULE OF RESIGNATIONS AND LEAVES

ADMINISTRATORS, INSTRUCTIONAL AND NON-INSTRUCTIONAL STAFF
School Year 2012-13

Schedule Number: **10.93**
Board Meeting Date: **July 3, 2012**
Color: **White**

A. Approval of Personnel Resignations and Leaves

INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REASON
Pasquerella, Douglas	Dean of Students	09/29/2010	08/01/2012	Resignation.

NON-INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON

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 2012-13

Schedule Number: 1065
 Board Meeting Date: July 3, 2012
 Color: White

Summer School

NAME	JOB TITLE	EFFECTIVE DATE	RATE
Young, Caralee	Personal Health Care Aide	07/09/2012	\$11.08
Bishop, Santina	Teacher Aide	07/09/2012	\$9.84
Fiske, Korena	Teacher Aide	07/09/2012	\$11.45
Gore, Bridget	Teacher Aide	07/09/2012	\$9.84
Franceschelli, Melissa	Personal Health Care Aide	07/09/2012	\$11.52
Thomas, Dorothy	Teacher Aide	07/09/2012	\$13.53

SCHEDULE OF APPOINTMENTS

ADMINISTRATORS AND INSTRUCTIONAL STAFF

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

Schedule Number: 2191
 Board Meeting Date: July 3, 2012
 Color: White

NAME	POSITION/ LOCATION	TYPE OF APPT	DATE EFFECTIVE	PROB ENDS	TENURE AREA	CERT/ DEGREE	REMARKS	SALARY
Geiss, Maria	Elementary/Smith	Probationary	09/01/2012	08/31/2015	Elementary	Childhood Education (Grades 1-6)/Professional	Maria will fill the Elementary vacancy due to retirement.	Step 5 \$41,202
							Grad Hrs 33 \$1,320	
							Master's \$500	
							TOTAL \$43,022.00	
Ciotoli, Julie	Elementary/Parker	Probationary	09/01/2012	08/31/2015	Elementary	Early Childhood Education Birth-2/ Initial	Julie will fill the Elementary vacancy due to retirement.	Step 1 \$38,403
							Grad Hrs 33 \$1,320	
							Master's \$500	
							TOTAL \$40,223.00	
Clark, Jessica	Elementary/Parker	Probationary	09/01/2012	08/31/2015	Elementary	Childhood Education (Grades 1-6)/Initial	Jessica will fill the Elementary vacancy due to retirement.	Step 1 \$38,403
							Grad Hrs 51 \$2,040	
							Master's \$	
							TOTAL \$40,443.00	
Vollers, Zoe	Social Worker/Smith	Tenured	N/A	N/A	School Social Worker	School Social Worker/Permanent	Zoe will fill the School Social Worker vacancy due to retirement. PEL reinstatement.	Step 17 \$50,129
							Grad Hrs 60 \$2,400	
							Master's \$400	
							Tenure \$750	
							Longevity \$2,000	
TOTAL \$55,679.00								
Grimmer, Megan	School Psychologist/Virgil	Probationary	09/01/2012	08/31/2015	School Psychologist	School Psychologist/ Provisional	This increases Megan's .5 position to 1.0 FTE.	Step 2.5 \$39,452.50
							Grad Hrs 69 \$2,760	
							Master's \$500	
							CAS \$500	
TOTAL \$43,212.50								

* revision in italics

Co-Curricular Appointments
To Fix Salaries and Schedule Conditions for the School Year 2012-13

Schedule Number: 2192
 Board Meeting Date: July 3, 2012
 Color: Green

TITLE	APPOINTMENT	YR	AMOUNT*
Auditorium/LGI Co-Coordinator	Stephen McSweeney	8	\$ 555.50
Auditorium/LGI Co-Coordinator	Paul Feissner	3	\$ 505.50
Advisor - Yearbook	Maria DeRado	8	\$ 4,223.00
Advisor – International Club	Linda Slade	3	\$ 313.00
Co -Advisor – Newspaper (Jr. High)	Stacy Rice (max. 7 issues)	N/A	\$ 112.00/issue
Co -Advisor – Newspaper (Jr. High)	Bill Lee (max. 7 issues)	N/A	\$ 112.00/issue
Advisor – Student Senate (Jr. High)	Susan Connelly	18	\$ 1,386.00
Advisor - Muse-ings	Jonathan Marks	17	\$ 1,635.00
Advisor – National Honor Society	Jeremy Milligan	3	\$ 922.00
Advisor – Photography Club	Melissa Quinlan	5	\$ 678.00
Advisor – Newspaper (Sr. High)	Brian Bosch (max. 7 issues)	N/A	\$ 1,883.00
Advisor – Student Council (Sr. High)	Amy Johnson	10	\$ 4,248.00
Advisor - Stagecraft	Jesse Bender	1	\$ 1,971.00
Co-Advisor – Class of 2013	Patricia Lane	2	\$ 1,010.50
Co-Advisor – Class of 2013	Theresa Quail	2	\$ 1,010.50
Advisor – Class of 2014	Lois Meyer	2	\$ 1,545.00
Advisor – Class of 2015	Megan Bottle	2	\$ 1,099.00
Advisor – Class of 2016	Jaime Francey Henry	1	\$ 897.00
Head Teacher – Barry	Joe Pace	N/A	\$ 811.00
Head Teacher – Parker	Katie Swanson	N/A	\$ 811.00
Head Teacher – Randall	Bonnie Meldrim	N/A	\$ 811.00
Head Teacher – Smith	Barb Kline	N/A	\$ 811.00
Head Teacher – Virgil	Kathryn Reynolds	N/A	\$ 811.00
Head Nurse	Ann Mares	N/A	\$ 1,379.00
Advisor - Safety Patrol (Barry)	Stephanie Rhyde	6	\$ 704.00
Advisor - Safety Patrol (Parker)	James Wallis	3	\$ 654.00
Advisor - Safety Patrol (Smith)	Annette Herbert	2	\$ 654.00
Advisor - Student Council (Barry)	Karen Matteson	13	\$ 400.00
Advisor - Student Council (Smith)	Samantha Marsh	3	\$ 275.00
Advisor - Student Council (Virgil)	Kathryn Reynolds	16	\$ 450.00
Director – Elementary Select Orchestra	Allison Capano	10	\$ 971.00
Director – Jazz Band	Rick Eleck	27	\$ 2,017.00
Assistant Director - Parade Band	Kimberly Sanderson	10	\$ 548.00
Marching Instructor - Parade Band	Jeffrey Magacs	13	\$ 714.00
Director - Pep Band	Rick Eleck	18	\$ 1,212.00
Assistant Director - Pep Band	Kimberly Sanderson	10	\$ 689.00
Junior High Music Ensemble	Kimberly Sanderson	10	\$ 971.00
Director - Swing Choir	Benjamin Wells	6	\$ 1,203.00
Director – Instrumental/Musical Senior High	Paul Feissner	3	\$ 1,435.00
Director – Musical/Drama, Junior High	Benjamin Wells	9	\$ 1,510.00
Director – Musical Senior High	Jesse Bender	1	\$ 2,679.00

*2009-10 contract rates

TITLE	APPOINTMENT	YR	AMOUNT*	
Director – Drama Senior High	Stephen McSweeney	5	\$	2,165.00
Director – Vocal/Musical Senior High	Benjamin Wells	1	\$	1,410.00
Director – One-Act Play	Bill Lee	5	\$	570.00
Winter Color Guard – Head Instructor	Jodi Barner-Nageotte	10	\$	2,240.00
Winter Color Guard – Assistant Instructor	Michelle Browngardt	5	\$	896.00
Video Coordinator	Melissa Quinlan	N/A	\$	3,917.00
Advisor – Tri-M	Kimberly Sanderson	7	\$	498.00
Advisor - Mock Trial	Brian Bosch	3	\$	1,186.00
Science Olympiad (4)	James Ulrich	5	\$	1,211.00
Advisor - Ski Club Sr. High	Thomas Gath	13	\$	1,047.00
Advisor - Ski Club Jr. High	Rick Gamel	13	\$	598.00
Co-Advisor Drug Abatement	Christine Andrews	4	\$	320.50
Co-Advisor Drug Abatement	Amy Johnson	4	\$	320.50
Liaison – Speech	Gwendolyn Barbato	N/A	\$	1,472.00

*2009-10 contract rates