

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

**CORTLAND ENLARGED CITY SCHOOL DISTRICT  
Board of Education Meeting – Tuesday, October 9, 2012 at 7:00 p.m.  
Kaufman Center, 1 Valley View Drive, Cortland NY**

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- 1. CALL TO ORDER and PLEDGE OF ALLEGIANCE**
- 2. EXECUTIVE SESSION (6:00 p.m. if needed)**
- 3. RECALL TO ORDER and PLEDGE OF ALLEGIANCE**
- 4. COMMUNICATIONS and RECOGNITION:**
  - a. Kudos Kormer: Interact Club
  - b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes).
  - c. Board Member Reports
    - 1) President's Report
    - 2) Board Retreat Update
    - 3) Discussion on Proposed Formation of BOE Facilities Committee
  - d. NYSSBA 2012 Annual Business Meeting - Discussion of Resolutions
- 5. PRESENTATIONS:**
  - a. Introduction of New Staff
- 6. CONSENT ITEMS:**
  - a. Minutes of September 25, 2012 Regular Meeting
  - b. CSE/CPSE Recommendations
- 7. OLD BUSINESS:**
  - a. Approval of Correction to Tax Roll – Parcel #25.-1-28.11
- 8. NEW BUSINESS:**
  - a. Financial Reports: Treasurer's Report, Trial Balance, Revenues, Appropriations, Warrant, Claims Monthly Report – July 2012, and Extra Classroom Activity Fund Quarterly Reports March 30, 2012 and June 30, 2012
  - b. Approval of Variance to Procedures for Extended Field Trip
  - c. Formation of BOE Facilities Committee
  - d. Approval of Correction to Tax Roll – Parcel #126.00-11-06.000
  - e. Approval of Contract Agreement between the Cortland Regional Medical Center and Cortland Enlarged City School District for OT Services for 2012-13
  - f. Approval of Contract Agreement between the Cortland Regional Medical Center and Cortland Enlarged City School District for PT Services for 2012-13
  - g. Approval of Cortland-Homer Ice Hockey Program Agreement for the 2012-13 School Year
  - h. Approval of Field Placement Agreement between Cortland Enlarged City School District and State University of New York College at Cortland, Kinesiology Department
  - i. Approval of Field Placement Agreement between Cortland Enlarged City School District and State University of New York College at Oneonta
  - j. Approval of Field Placement Agreement between Cortland Enlarged City School District and Syracuse University, Department of Child and Family Studies, David B. Falk College of Sport and Human Dynamics School of Social Work
  - k. Approval of Field Placement Agreement between Cortland Enlarged City School District and Keuka College, Division of Occupational Therapy
  - l. Approval of Field Placement Agreement between Cortland Enlarged City School District and Cayuga Community College, Division of Humanities and Telecommunications
  - m. Approval of Field Placement Agreement between Cortland Enlarged City School District and Western Governors University

9. **PERSONNEL ACTION:**
  - a. Approval of Personnel Resignations and Leaves
  - b. Approval of Non-Instructional Personnel Appointments - None
  - c. Approval of Instructional Personnel Appointments
  
10. **LEADERSHIP REPORTS:**
  - a. Director of Business Operations
  - b. Assistant Superintendent for Pupil and Personnel Services
    - 1) 74<sup>th</sup> Annual United Way for Cortland County Campaign
  - c. Superintendent
    - 1) Capital Project Change Order Summary
  
11. **AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).**
  
12. **NEXT MEETING AGENDA REVIEW**
  
13. **ADJOURNMENT**

**DRAFT**

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Tuesday, September 25, 2012 at 7:00 p.m.**  
**Kaufman Center, 1 Valley View Drive, Cortland NY**

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A Regular Meeting of the Board of Education was held on Tuesday, September 25, 2012 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

**Present:** Mr. Donald Colongeli, Ms. Melissa Davis-Howard, Ms. Janet Griffin, Mr. John Natoli, Mr. William Stark, Ms. Alane Van Donsel, Mr. William Young  
**Also Present:** Mr. Michael Hoose, Superintendent of Schools; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Ms. Susan Bridenbecker, Director Business Services; Cortland Standard Representative; School and Community Representatives; Ms. Margaret Baccaro, Clerk

1. **CALL TO ORDER:** Ms. Van Donsel called the meeting to order at 6:05 p.m.
2. **EXECUTIVE SESSION:**  
**In accordance with Public Officer's Law Section 96, Subdivision 1, Ms. Van Donsel called for an Executive Session to discuss the medical, financial, credit or employment history of particular persons.**  
**Moved by Ms. Davis-Howard, seconded by Mr. Natoli.** No further discussion.  
**Final Vote: Yes – 7, No – 0. Motion Carried.**  
**The Executive Session adjourned at 7:05 p.m.**  
**Moved by Mr. Natoli, seconded by Ms. Davis-Howard.** No further discussion  
**Final Vote: Yes – 7, No – 0. Motion Carried.**
3. **RECALL TO ORDER and PLEDGE OF ALLEGIANCE:** Ms. Van Donsel recalled the meeting to order at 7:09 p.m. and the Pledge of Allegiance was recited.
4. **COMMUNICATIONS and RECOGNITION:**
  - a. Kudos Korner: None.
  - b. Audience Participation: There were no requests to address the Board on items relating to the agenda.
  - c. Board Member Reports:
    - 1) President's Report
      - (a) NYSSBA Board Officers Training -- Ms. Van Donsel reported she and Mr. Hoose attended the training, Performance and Leadership in Times of Change, on September 13. They found the sessions on the topics of the board's role in student achievement, superintendent's performance and leadership, and the board president's job in managing board culture and performance to be very informative.
      - 2) Board Retreat Update -- At the Board's request, Mr. Hoose has arranged for NYSSBA to conduct a Board Retreat on October 16 and 17, 5:00-9:00 p.m. at the Kaufman Center. The focus will be on roles and responsibilities and district goal setting. It was noted that the October 17 Audit Committee meeting will need to be rescheduled.
  - d. Audit Committee Report – Ms. Davis-Howard reported the committee met on the September 19. Representatives from the District's internal auditing service, Questar III, were present. They reviewed their findings and provided recommendations on the following reports: financial risk assessment, ECAF (extra classroom activities fund), and payroll audit. The auditors will attend a future Board meeting to review their findings with the entire Board and Community. Ms. Davis-Howard noted that the auditors were extremely impressed with the assistance they received from the Business Office staff. Ms. Griffin reported that Questar did an exceptional job of reporting to the committee, and the committee is very satisfied their thoroughness.
  - e. NYSSBA 2012 Annual Business Meeting - Discussion of Resolutions  
Members discussed proposed resolutions 1-10 of nineteen to be voted on at the NYSSBA Annual Business Meeting on October 27, 2012. The Board will revisit #4 and continue discussion on proposed resolutions 11-19 at the next meeting
  - f. Proposed Formation of BOE Facilities Committee – Mr. Stark addressed the Board to propose the formation of a Facilities Committee.

**5. PRESENTATIONS**

- a. Capital Project Update – Mr. Jim Mulherin of Lend Lease and Mr. Scott Duell of Tetra Tech Architects and Engineers provided a PowerPoint presentation of the progress of the project in each building to date. It was reported that approximately ninety percent of the major construction is complete, and we are now in the substantial completion/punch list mode.

**6. CONSENT ITEMS:**

- a. Minutes of September 11, 2012 Regular Meeting
- b. CSE/CPSE Recommendations  
610366894, 607000557, 610316631, 607000487, 607000519, 610283537, 607000611, 607000612, 610394529, 607000538, 607000627, 607000499, 610323993, 607000621, 607000439, 610342284, 607000433, 607000622

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

**Moved by Mr. Stark, seconded by Mr. Natoli.**

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

**7. OLD BUSINESS:**

- a. Approval of CAA (Cortland Administrators Association) APPR Addendum

**Resolved, upon the recommendation of the Superintendent, to approve the CAA APPR contract addendum dated June 30, 2012 – June 30, 2013 as presented.**

**Moved by Ms. Davis-Howard, seconded by Ms. Griffin.** Under discussion Ms. Griffin asked for clarity on principals using SLOs.

**Final Vote: Yes – 6, No – 1 (Mr. Colongeli). Motion Carried.**

**8. NEW BUSINESS:**

- a. Approval of Correction to Tax Roll – Parcel #25.-1-28.11 - **Tabled**

**Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby corrects the taxable assessed value of Parcel #25.-1-28.11 owned by Joseph and Maureen Miner of 37 Sweetland Road, Dryden, NY from \$14,875.00 to \$0.00.**

**Discussion:** Members asked Ms. Bridenbecker to investigate and provide an explanation why a tax bill would be \$0.00. **This item was tabled.**

- b. Financial Reports: Treasurer's Report, Appropriations, Trial Balance, Revenues, Intrafund Transfers, Warrant – End of Year June 2012, and Extra Classroom Activity Fund Quarterly Reports September 30, 2011 and December 30, 2011

**Resolved, upon the recommendation of the Superintendent of Schools, to approve Financial Reports dated June 2012 and the Extra Classroom Activity Fund Reports dated September 30, 2011 and December 30, 2011 as presented.**

**Moved by Ms. Griffin, seconded by Mr. Stark.** Under discussion, members questioned a CD investment in the ECAF. Mr. Hoose responded that this will be covered in the audit report.

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

- c. Approval of Rental Agreement for Ice Hockey at Cortland Sports Complex, Inc.

**Resolved, upon the recommendation of the Superintendent of Schools, to approve the continuation of the agreement with the Cortland Sports Complex, Inc. for Cortland/Homer combined ice hockey for 2012-13, at a fee of \$150 per hour, split evenly between the two districts, as presented.**

**Moved by Mr. Young, seconded by Mr. Colongeli.** No further discussion.

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

- d. Approval of Surplus Auction Bid Awards

**Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education of the Cortland Enlarged City School District hereby accepts the high bid of \$1,900.00 submitted for the 2001 International 4700 Flat Bed Truck, (VIN#1HTSCABM31H355921) submitted by Mike Iacovangelo through their bid on the Auctions International website.**

**Moved by Mr. Colongeli, seconded by Mr. Stark.** No further discussion.

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

**Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education of the Cortland Enlarged City School District hereby accepts the high bid of \$6,600.00 submitted**

for the 2005 Thomas Body 65 Passenger School Bus, (VIN#4UZAAXCSX5CN77465) submitted by Arcely Lucia Duen'as De Castro through their bid on the Auctions International website.

Moved by Mr. Natoli, seconded by Mr. Young. No further discussion.

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

Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education of the Cortland Enlarged City School District hereby accepts the high bid of \$550.00 submitted for the 1996 Ford Flat Bed Truck, (VIN#1FDLF47G6TEB31720) submitted by Bradley Billings through their bid on the Auctions International website.

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

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

- e. Approval of Contract Agreement between the County of Cortland and Cortland Enlarged City School District for Pre-K Related Services for 2012-2014

Resolved, upon the recommendation of the Superintendent of Schools, to approve the contract agreement between the County of Cortland and Cortland Enlarged City School District for Pre-K Related Services for 2012-2014.

Moved by Mr. Stark, seconded by Ms. Griffin. Under discussion Ms. Riley explained that CPSE is the partnership between the County and the school district to provide contracted services for children who require therapy or special education services.

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

- f. Interim Contract – 9-10 Principal

Resolved, upon the recommendation of the Superintendent of Schools, to approve the appointment of Lawrence M. Hinkle as Interim 9-10 Principal pursuant to attached agreement.

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

Final Vote: Yes – 6, No – 1 (Mr. Colongeli). Motion Carried.

## 9. PERSONNEL ACTION:

- a. Approval of Personnel Resignations and Leaves – None
- b. Approval of Non-Instructional Personnel Appointments

Resolved, upon the recommendation of the Superintendent of Schools, to approve the appointments for Non-Instructional Personnel as presented on Schedules of Appointment 1071 and 1072.

Moved by Mr. Natoli, seconded by Mr. Young. No further discussion.

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

- c. Approval of Instructional Personnel Appointments

Resolved, upon the recommendation of the Superintendent of Schools, to approve the appointments for Instructional Personnel as presented on Schedules of Appointment 2208 and 2209.

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

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

- d. Approval of Memorandum of Agreement – Suzanne Amante

Resolved, upon the recommendation of the Superintendent of Schools, the Board of Education of the CECSD hereby accepts the Memorandum of Understanding dated September 7, 2012 between the Cortland United Teachers and the CECSD regarding Suzanne Amante's retirement incentive as presented.

Moved by Mr. Young, seconded by Mr. Stark. No further discussion.

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

## 10. LEADERSHIP REPORTS:

- a. Director of Business Operations – No additional items to report.
- b. Assistant Superintendent for Pupil and Personnel Services –
- c. McRel Principal Evaluation System – Ms. Riley provided a brief overview of the two-day principal evaluation system training session Cortland's administrators attended this week.
- d. Superintendent
- 1) Capital Project Change Order Summary – Mr. Hoose provided a summary of change order PC-011.
  - 2) Extended Field Trip to France and Spain – Mr. Hoose reviewed a request from the field trip supervisors to increase the student/chaperone ratio from 8:1 to 9:1. The group is already at twenty-four, and three to four additional students have expressed interest in participating. Adding another

chaperone would increase the trip cost for all students, therefore the request. Ms. Griffin asked that Mr. Hoose ensure that all of the chaperones are tenured.

- 3) NYSCOSS Conference – Mr. Hoose reported on the conference he attended earlier in the week. He shared that a keynote speaker, Senator Tom Flanigan who heads the Committee on Education, spoke to meaningful mandate relief, noting that by their estimates in the next two years two hundred school districts will become insolvent.

**11. AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).** There were no requests to address the Board.

**12. NEXT MEETING AGENDA REVIEW**

The following items will be added to the next or a future agenda: Food Cost Update, Enrollment update, and formation of a Facilities Committee.

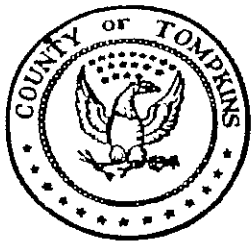
**13. ADJOURNMENT**

**As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn at 8:56 p.m.**

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

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

(C)



# Department of Assessment

Jay Franklin  
Director

128 East Buffalo Street  
*Inclusion through Diversity*

Irene Kehoe  
Assistant Director

## INVESTIGATION BY DIRECTOR OF ASSESSMENT CLAIMED ERROR IN Cortland City School TAX ROLL FOR 2012

TAX MAP NUMBER:  
502489

25.-1-28.11

COUNTY OF TOMPKINS, NEW YORK

On 08/14/12

~~Joseph & Maureen Miner~~

made application for the correction of a clerical error to be present in  
the 2012 Cortland City School Tax Roll.

Pursuant to Section 554 (Sub. 4a) of the Real Property Tax Law, I, Jay Franklin,  
Director of Assessment have investigated the circumstances of a clerical error on for  
the 2012 Cortland City School Tax Roll.

~~The result of the investigation~~ - Enhanced STAR exemption omitted from tax bill in error.

Assessed value:	\$35,000.00			
County taxable value on roll:		\$14,875.00	County corrected taxable value:	\$14,875.00
Town taxable value on roll:		\$14,875.00	Town corrected taxable value:	\$14,875.00
School taxable value on roll:		\$35,000.00	<del>School corrected taxable value:</del>	\$0.00
Village taxable value on roll:		\$0.00	Village corrected taxable value	\$0.00
Special District Value on Roll:			Special District Corrected Value on Roll	0
Exemptions:				
War Vet County		15%		
War Vet Town		15%		
Senior C/T	50%			
Enhanced STAR	\$62,200 *			

\* BASED ON INCOME

Signature

71

10/4/12

To: Alane VanDonsel, President BOE

From: Bill Stark

Re: Formation of a Facilities Committee

I am requesting the formation of a Facilities Committee for the Board of Education at Cortland Enlarged City School District.

Committee Goals will be, but not limited to:

Actively support the mission and goals of the Facility Department staff in providing the students, staff and taxpayers with safe, efficient, attractive and cost effective facilities district wide.

Development of a Five Year facilities plan to complement the required Building Condition Survey. Properly identify areas of deficiency and support correction through projects or internal work. Help present issues to the public ensuring project acceptance at SED and by taxpayers.

Present an annual update for the Board and Community regarding space use or needs that will address programs and activities. (Using various required projections for student count and curriculum needs)

A review of practices that relate to required inspections, reports, and programs for asset management to insure maximizing tax dollar life time costs of systems and hard assets.

To assist in review of existing and proposed capital projects, while ensuring the proper completion of all projects.

To support administration in achieving the goal of safe, efficient, well maintained and attractive facilities that the community can be proud of, ensuring students and staff can effectively participate in the learning experience.

To review and answer requested support for facility maintenance and operations that helps achieve or exceed safety standards.

To participate and decide with administration which professionals will be hired for projects, facility analysis and project management.

Participate in the review of energy consumption and support the goal of reducing those costs while keeping students, staff and visitors capable of active participation. (Use of energy policies and procedures in the district)

Encourage the use of Best Practices as a way to improve department performance.



LETTER OF APPORTIONMENT  
TOWN OF VIRGIL

Tax Map # 126.00-11-06.000

To: Gerald Power  
1376 Route 392  
Cortland, N.Y. 13045

And: Evan Hayes

Re: your request for a letter of apportionment, I have made the following determination:

Current Assessment	\$22,300	Land (22.37± acres)
Assessment year <u>2012</u>	\$22,300	Total
	\$12,877	Exemption(s) Ag Ceiling

Gerald Power

*14.3%*  
(Parent parcel)  
126.00-11-06.000-1  
(Tax Map #)-3.212±ac  
Lot 2

Land - \$3,300  
Total - \$3,300  
Exempt - \$1,898 - Ag

Gerald Power

*14.3%*  
(Split parcel)  
126.00-11-06.000-2  
(Tax Map #)-3.230±ac  
Lot 3

Land - \$3,300  
Total - \$3,300  
Exempt- \$1,908

Evan Hayes

19 Sundown Road  
Freeville, N.Y. 13066  
(Split parcel)  
126.00-11-06.000-3  
(Tax Map) - 15.339±ac  
Lot 1

Land - \$15,700  
Total - \$15,700  
Exempt - \$9,071

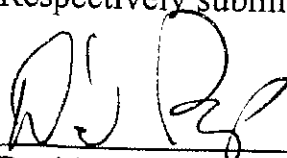
(Portion of Current Assessment)

Take an unaltered copy of this form with you to the tax collector and submit it to him/her. They will then extend the applicable rate against your portion of the current assessment. The authority for this act is vested in me by section 932 of the New York State Real Property Tax Law.

**TAX COLLECTOR:**

Upon receipt of this form IMMEDIATELY, change the tax roll and tax payment schedule to reflect new parcel #, names, and assessments as shown above. If you have any questions on how to do this, call treasurers office, 753-5191.

Dated: August 31, 2012  
Respectively submitted:

  
\_\_\_\_\_  
David Briggs Assessor

**AGREEMENT TO PROVIDE PHYSICAL THERAPY SERVICES**

**OF**

**CORTLAND REGIONAL MEDICAL CENTER**

**TO**

**CORTLAND PUBLIC SCHOOL DISTRICT**

This AGREEMENT is made the \_\_\_\_ day of September 2012, by and between Cortland Regional Medical Center Inc., a not-for-profit corporation, office located at 134 Homer Avenue, Cortland, New York 13045 ("Hospital") and the Cortland Public School District, with its principal office located at 1 Valley View Drive, Cortland, New York 13045 ("School").

WHEREAS, the School, desires to obtain Physical Therapy Services at its public school location(s) for students in the Special Education Program, and

WHEREAS, the Hospital has expressed its willingness to provide such services, and

WHEREAS, the parties have agreed upon the terms and conditions of services to be provided and desire to reduce such terms and conditions to writing;

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth below, it is agreed as follows:

I. The Hospital shall:

A. Maintain Physical Therapist and (Physical Therapist Assistant) licensure and/or registration and shall comply with the rules and regulations of New York State.

B. Provide the following Physical Therapy Services in compliance with all Federal and State codes and regulations:

1. Assessment and development of goals and Physical Therapy treatment plans for each student. As appropriate/needed, provide updates to assessments, goals and treatment plans;

2. Restorative and/or maintenance Physical therapy, as appropriate/ needed. The students will be serviced in the order mutually prioritized. The number of students serviced will be based on mutually agreed upon scheduled sessions. Should the Physical Therapist not be able to fulfill his/her duties under this AGREEMENT due to illness, accident or disassociation with the Hospital, the Hospital will make diligent effort to provide a replacement Physical Therapist;

3. Maintenance of appropriate documentation and records for each student;

4. Participation at IEP (Individual Education Plan) meetings when necessary and possible and in accordance with the Therapist's schedule;

5. Assistance in the development and implementation, in cooperation with Special Education Supervisor, written policies and procedures for Physical therapy.

C. Provide Physical Therapy Services to students without regard to age, race, color, sex, creed, national origin, marital status, sexual preference, disability, or source of payment or sponsorship.

D. Provide all non-expendable equipment and evaluation tools as appropriate to the clientele.

E. Provide pertinent inservicing to faculty and staff of the school system.

II. The School shall:

A. Conduct a performance appraisal of the Physical Therapist ninety- (90) days after commencement of this AGREEMENT;

B. Provide expendable supplies as needed by therapist to be ordered within 10 days of request;

C. Maintain responsibility, as provided by Title 10 of the New York Code, Rules and Regulations, Section 400.4 (a) (4), notwithstanding any other provision in this AGREEMENT, for ensuring that any service provided pursuant to this AGREEMENT

complies with all pertinent provisions of Federal, State and local statutes, codes, rules and regulations; and

D. Assume professional and general liability for all injuries and claims arising from the actions or omissions of its staff and/or resulting from its equipment or facilities.

E. Obtain and provide all required physician(s) orders and parental or guardian consent forms, and will facilitate the requisition of other student information which may be required.

F. Provide adequate treatment space that will allow for quality therapy.

G. Notify therapist of all available information of the client, including evaluation results from the team and background information on the child. This information will be kept confidentially in an appropriate locked cabinet supplied by the school.

III. Both parties shall:

A. Designate a single representative for administration of contractual activities and a single representative for applicable day-to-day activities;

B. Maintain timely and effective communications, especially relating to direct student care issues;

C. Consider the Hospital and its members, employees and agents to be at all times independent contractors and not employees of the School, and shall not be held out as employees of the School.

Nothing in this AGREEMENT is intended, nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow either party to exercise control or direction over the manner or method by which the services within this AGREEMENT are performed, or of the general operations of either party.

D. Comply with all applicable Federal and State laws, codes, rules and regulations.

E. Meet at least semi-annually to review the effectiveness and efficiency of services provided, and to develop and implement improvements.

IV. Term of AGREEMENT

Physical Therapy Services under this AGREEMENT shall commence on September 1<sup>st</sup> 2012 for school year 2012-2013. However, services under this contract shall only be provided during the school year, September to June. After the initial term, this AGREEMENT shall automatically renew for additional one-year terms, unless terminated in accordance with section V. below.

V. Termination

Either party may provide ninety-days (90-days) written notice without cause of intent to terminate this AGREEMENT. The ninety-day (90-day) period shall be effective the date the other party receives the notice of intent to terminate.

VI. Fees

For school year 2012-2013, the School, shall pay the Hospital a fee as follows:

**\$96.50 per hour.**

VII. Insurance

The Hospital shall obtain and maintain professional liability insurance at its expense in amounts not less than \$1,000,000/3,000,000. The Hospital shall furnish proof of such insurance upon request at any time during the term of this AGREEMENT.

VIII. Employee Recruitment

Both parties agree not to employ personnel of the other party directly providing services to give effect to this AGREEMENT during the term of this AGREEMENT and for a period of one year after the termination of the AGREEMENT, unless specifically agreed to and authorized by both parties.

Should one party employ the personnel of the other without said agreement and authorization, the aggrieved party shall be entitled to an injunction enjoining and restraining the other party from hiring or otherwise employing said employee. In lieu of an injunction, or if an injunction or preliminary injunction cannot be obtained, the aggrieved party shall be entitled to recover from the other party damages equaling the annual gross earnings of the employee or \$20,000, whichever is greater.

IX. Non-Disclosure

The School, its employees, agents or contractors, shall not at any time during the term of this AGREEMENT and thereafter, except with prior written permission from the Hospital, disclose information relating to this AGREEMENT, including the Hospital's operations to give effect to this AGREEMENT, to persons other than New York State, Federal or other duly constituted government agencies, or pursuant to subpoena.

X. Indemnification

A. The School hereby agrees to defend, indemnify and save harmless the Hospital from any liability of damages the Hospital may suffer as a result of claims, demands, costs or judgments against it arising out of the operation of the program covered by this agreement resulting from the negligence of the School, its employees, students or authorized agents. The School agrees to give the Hospital notice in writing within thirty- (30) days of any claim made against it on the obligations covered herein.

B. The Hospital hereby agrees to defend, indemnify and save harmless the School from any liability of damages the School may suffer as a result of claims, demands, costs or judgments against it arising out of the operation of the program covered by this agreement resulting from the negligence of the Hospital, its employees, students or authorized agents. The Hospital agrees to give the School notice in writing within thirty- (30) days of any claim made against it on the obligations covered herein.

XI. Assignment

Neither party may assign, sell or transfer this AGREEMENT, its obligations hereunder or any interest herein without the prior written consent of both parties.

XII. Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this AGREEMENT shall be valid and enforceable.

XIII. Waiver and Amendments

No waiver of any term, provision, or condition of this AGREEMENT, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any sub-term, provision or condition of this AGREEMENT. No Amendment to any provision of this AGREEMENT shall be effective unless in writing and signed by each Party.

XIV. Access to Books and Records

Provided that 42 U.S.C. Section 1395 x (V) (1) (I) and the regulations promulgated thereunder are applicable and enforceable with respect to this AGREEMENT:

A. Until the expiration of four (4) years after the furnishing of services under this AGREEMENT, hereby agrees to make available, upon the proper request of a duly authorized representative of the United States government, this AGREEMENT and any of its books, documents and records that are necessary to verify the costs of the services furnished under this AGREEMENT; and

B. If the Physical Therapist carries out any of the duties of this

AGREEMENT through a subcontract with a related organization, and the value or cost of the subcontracted services is ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, then the subcontract shall include a clause making available to a duly authorized representative of the United States government, upon proper request, the subcontract and the books, documents and records of the related organization necessary to verify the costs of services furnished under the subcontract.

XV. Notices

Any notices by either party shall be in writing and personally delivered or sent by certified mail as follows.

For the School:  
Superintendent's Office  
Cortland Public School District  
1 Valley View Drive  
Cortland, New York 13045

For the Hospital:  
Jeffery Earle, Sr. VP  
Cortland Regional Medical Center  
134 Homer Avenue  
Cortland, New York 13045

This AGREEMENT contains the entire understandings of the Parties and supersedes all prior agreements and/or understanding, written or oral, and may not be amended, except in writing, and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their respective hands and seals, the date indicated below.



**FOR CORTLAND PUBLIC SCHOOL DISTRICT:**

\_\_\_\_\_  
**Name/Title:**

\_\_\_\_\_  
**Date**

**FOR CORTLAND REGIONAL MEDICAL CENTER:**

\_\_\_\_\_  
**Jeffery Earle, Sr. VP, Long Term Care Services**

\_\_\_\_\_  
**Date**

**AGREEMENT TO PROVIDE OCCUPATIONAL THERAPY SERVICES**  
**OF**  
**CORTLAND REGIONAL MEDICAL CENTER**  
**TO**  
**CORTLAND PUBLIC SCHOOL DISTRICT**

This AGREEMENT is made the \_\_\_\_ day of September 2012, by and between Cortland Regional Medical Center Inc., a not-for-profit corporation, office located at 134 Homer Avenue, Cortland, New York 13045 ("Hospital") and the Cortland Public School District, with its principal office located at 1 Valley View Drive, Cortland, New York 13045 "School").

WHEREAS, the School, desires to obtain Occupational Therapy Services at its public school location(s) for students in the Special Education Program, and

WHEREAS, the Hospital has expressed its willingness to provide such services, and

WHEREAS, the parties have agreed upon the terms and conditions of services to be provided and desire to reduce such terms and conditions to writing;

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth below, it is agreed as follows:

I. The Hospital shall:

A. Maintain Occupational Therapist and (Occupational Therapist Assistant) licensure and/or registration and shall comply with the rules and regulations of New York State.

B. Provide the following Occupational Therapy Services in compliance with all Federal and State codes and regulations:

1. Assessment and development of goals and Occupational Therapy treatment plans for each student. As appropriate/needed, provide updates to assessments, goals and treatment plans;

2. Restorative and/or maintenance occupational therapy, as appropriate/ needed. The students will be serviced in the order mutually prioritized. The number of students serviced will be based on mutually agreed upon scheduled sessions. Should the Occupational Therapist not be able to fulfill his/her duties under this AGREEMENT due to illness, accident or disassociation with the Hospital, the Hospital will make diligent effort to provide a replacement Occupational Therapist;

3. Maintenance of appropriate documentation and records for each student;

4. Participation at IEP (Individual Education Plan) meetings when necessary and possible and in accordance with the Therapist's schedule;

5. Assistance in the development and implementation, in cooperation with Special Education Supervisor, written policies and procedures for occupational therapy.

C. Provide Occupational Therapy Services to students without regard to age, race, color, sex, creed, national origin, marital status, sexual preference, disability, or source of payment or sponsorship.

D. Provide all non-expendable equipment and evaluation tools as appropriate to the clientele.

E. Provide pertinent inservicing to faculty and staff of the school system.

II. The School shall:

A. Conduct a performance appraisal of the Occupational Therapist ninety- (90) days after commencement of this AGREEMENT;

B. Provide expendable supplies as needed by therapist to be ordered within 10 days of request;

C. Maintain responsibility, as provided by Title 10 of the New York Code, Rules and Regulations, Section 400.4 (a) (4), notwithstanding any other provision in this AGREEMENT, for ensuring that any service provided pursuant to this AGREEMENT

complies with all pertinent provisions of Federal, State and local statutes, codes, rules and regulations; and

D. Assume professional and general liability for all injuries and claims arising from the actions or omissions of its staff and/or resulting from its equipment or facilities.

E. Obtain and provide all required physician(s) orders and parental or guardian consent forms, and will facilitate the requisition of other student information which may be required.

F. Provide adequate treatment space that will allow for quality therapy.

G. Notify therapist of all available information of the client, including evaluation results from the team and background information on the child. This information will be kept confidentially in an appropriate locked cabinet supplied by the school.

III. Both parties shall:

A. Designate a single representative for administration of contractual activities and a single representative for applicable day-to-day activities;

B. Maintain timely and effective communications, especially relating to direct student care issues;

C. Consider the Hospital and its members, employees and agents to be at all times independent contractors and not employees of the School, and shall not be held out as employees of the School.

Nothing in this AGREEMENT is intended, nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow either party to exercise control or direction over the manner or method by which the services within this AGREEMENT are performed, or of the general operations of either party.

D. Comply with all applicable Federal and State laws, codes, rules and regulations.

E. Meet at least semi-annually to review the effectiveness and efficiency of services provided, and to develop and implement improvements.

IV. Term of AGREEMENT

Occupational Therapy Services under this AGREEMENT shall commence on September 1<sup>st</sup> 2012 through August 31<sup>st</sup>, 2013. However, services under this contract shall only be provided during the school year, September to June. After the initial term, this AGREEMENT shall automatically renew for additional one-year terms, unless terminated in accordance with section V. below.

V. Termination

Either party may provide ninety-days (90-days) written notice without cause of intent to terminate this AGREEMENT. The ninety-day (90-day) period shall be effective the date the other party receives the notice of intent to terminate.

VI. Fees

For the 2012-2013 school year, the School, shall pay the Hospital an annual fee as follows:

**Direct Cost and Administrative Fee— 2.0 OTR and 1.0 COTA and Supervisory OT for COTA—  
is \$240,625.00**

Annually thereafter the direct costs shall be increased based upon an annual review of the direct costs to reflect staff changes and resulting changes in salary; market adjustments; and reasonable hospital performance/merit increases. The total annual fee is payable in ten (10) equally monthly installments.

Utilizing the above staffing model of three (3.0) full-time equivalents, the Hospital will be able to service approximately 120-130 students. Should the number of students the Hospital is required to service exceed 130, the staffing model may be adjusted to accommodate the increased workload and the base direct cost fee shall be modified to reflect the associated increase in direct costs. Further, if the number of students' decreases or staffing decreases below 3.0 FTEs on a

regular and consistent basis, the cost shall be reduced to reflect the associated decrease in direct costs.

#### VII. Insurance

The Hospital shall obtain and maintain professional liability insurance at its expense in amounts not less than \$1,000,000/3,000,000. The Hospital shall furnish proof of such insurance upon request at any time during the term of this AGREEMENT.

#### VIII. Employee Recruitment

Both parties agree not to employ personnel of the other party directly providing services to give effect to this AGREEMENT during the term of this AGREEMENT and for a period of one year after the termination of the AGREEMENT, unless specifically agreed to and authorized by both parties.

Should one party employ the personnel of the other without said agreement and authorization, the aggrieved party shall be entitled to an injunction enjoining and restraining the other party from hiring or otherwise employing said employee. In lieu of an injunction, or if an injunction or preliminary injunction cannot be obtained, the aggrieved party shall be entitled to recover from the other party damages equaling the annual gross earnings of the employee or \$20,000, whichever is greater.

#### IX. Non-Disclosure

The School, its employees, agents or contractors, shall not at any time during the term of this AGREEMENT and thereafter, except with prior written permission from the Hospital, disclose information relating to this AGREEMENT, including the Hospital's operations to give effect to this AGREEMENT, to persons other than New York State, Federal or other duly constituted government agencies, or pursuant to subpoena.

X. Indemnification

A. The School hereby agrees to defend, indemnify and save harmless the Hospital from any liability of damages the Hospital may suffer as a result of claims, demands, costs or judgments against it arising out of the operation of the program covered by this agreement resulting from the negligence of the School, its employees, students or authorized agents. The School agrees to give the Hospital notice in writing within thirty- (30) days of any claim made against it on the obligations covered herein.

B. The Hospital hereby agrees to defend, indemnify and save harmless the School from any liability of damages the School may suffer as a result of claims, demands, costs or judgments against it arising out of the operation of the program covered by this agreement resulting from the negligence of the Hospital, its employees, students or authorized agents. The Hospital agrees to give the School notice in writing within thirty- (30) days of any claim made against it on the obligations covered herein.

XI. Assignment

Neither party may assign, sell or transfer this AGREEMENT, its obligations hereunder or any interest herein without the prior written consent of both parties.

XII. Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this AGREEMENT shall be valid and enforceable.

XIII. Waiver and Amendments

No waiver of any term, provision, or condition of this AGREEMENT, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any sub-term, provision or condition of this AGREEMENT.

No Amendment to any provision of this AGREEMENT shall be effective unless in writing and signed by each Party.

#### XIV. Access to Books and Records

Provided that 42 U.S.C. Section 1395 x (V) (1) (I) and the regulations promulgated thereunder are applicable and enforceable with respect to this AGREEMENT:

A. Until the expiration of four (4) years after the furnishing of services under this AGREEMENT, hereby agrees to make available, upon the proper request of a duly authorized representative of the United States government, this AGREEMENT and any of its books, documents and records that are necessary to verify the costs of the services furnished under this AGREEMENT; and

B. If the Occupational Therapist carries out any of the duties of this AGREEMENT through a subcontract with a related organization, and the value or cost of the subcontracted services is ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, then the subcontract shall include a clause making available to a duly authorized representative of the United States government, upon proper request, the subcontract and the books, documents and records of the related organization necessary to verify the costs of services furnished under the subcontract.

#### XV. Notices

Any notices by either party shall be in writing and personally delivered or sent by certified mail as follows.



For the School:  
Superintendent's Office  
Cortland Public School District  
1 Valley View Drive  
Cortland, New York 13045

For the Hospital:  
Jeffery Earle Sr. VP  
Cortland Regional Medical Center  
134 Homer Avenue  
Cortland, New York 13045

This AGREEMENT contains the entire understandings of the Parties and supersedes all prior agreements and/or understanding, written or oral, and may not be amended, except in writing, and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their respective hands and seals, the date indicated below.

**FOR CORTLAND PUBLIC SCHOOL DISTRICT:**

\_\_\_\_\_  
**Name/Title:**

\_\_\_\_\_  
**Date**

**FOR CORTLAND REGIONAL MEDICAL CENTER:**

\_\_\_\_\_  
**Jeffery Earle, Sr.VP, Long Term Care Services**

\_\_\_\_\_  
**Date**

## CORTLAND ENLARGED CITY SCHOOL DISTRICT

### ICE HOCKEY PROGRAM AGREEMENT

This Agreement entered into this 1st day of September 2012 between the *CORTLAND ENLARGED CITY SCHOOL DISTRICT*, 8 Valley View Drive, Cortland, New York, and the *HOMER CENTRAL SCHOOL DISTRICT*, 80 South West Road, Homer, New York, is for the combined interscholastic Varsity Boys Ice Hockey Team called the "*Cortland-Homer Golden Eagles*" and is valid for the 2012-13 school year.

#### **PROGRAM PARTICIPANTS:**

The *Cortland-Homer Golden Eagles* varsity ice hockey team shall consist of approximately between 20-26 players on the roster, but it is understood that the roster numbers could vary from year to year. Team membership is restricted to bona fide students that are residents of either the CORTLAND ENLARGED CITY SCHOOL DISTRICT or the HOMER CENTRAL SCHOOL DISTRICT.

#### **DIVISION AND SECTION AFFILIATION FOR COMPETITION:**

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT agree to compete in Section III ice hockey and both districts' agree to have their Board of Education approve the required Section III Sports Combining Contract on an annual basis as per NYSPHSAA requirements.

#### **DURATION OF SEASON:**

The season will start in November on a specific date that is determined by the NYSPHSAA and Section III and conclude in March according to the rules and regulations set forth by the NYSPHSAA.

#### **TEAM SELECTION:**

The coaching staff will conduct try-out sessions each November and will choose team members based upon their assessment of each student's performance during the try-out process.

#### **ROSTER VERIFICATION:**

The Athletic Directors at each school will be responsible for verifying the eligibility of the athletes from their home school that are participating on the team.

#### **PRACTICE AND CONTEST FACILITY:**

The *Cortland-Homer Golden Eagles* will conduct practice sessions and play all home contests at the JM McDonald Sports Complex located at 4292 Fairground Drive, Cortland, New York.

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT agree to enter into a rental agreement with the JM McDonald Sports Complex for contests and practice sessions. The written rental agreement will be approved by both school districts' Board of Education prior to the start of each season in November.

#### **COACHING STAFF:**

The coaching staff will be approved by the Board of Education of both the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT. This will include volunteer coaches for the program.

## **SELECTION OF THE HEAD COACH:**

The head coach for the program will be selected based on a joint recommendation by both the Director of Athletics of the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT. Both athletic directors must mutually agree upon the candidate to be recommended for the position. If the athletic directors cannot reach a mutual agreement on a candidate the Superintendents from both districts will meet and mutually select the head coach for the program.

## **VACANCY FOR HEAD COACH:**

If there is a vacancy for the position of Head Varsity Ice Hockey Coach both districts will post the vacancy and the Director of Athletics for the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT will work together in the hiring process for the selection of a head coach.

## **COACHING SALARY:**

The coaching salary will be calculated by taking the highest salary for a varsity level coach in both districts and determining the average of the salaries.

## **GOLDEN EAGLES VARSITY ICE HOCKEY COACH:**

The *Cortland-Homer Golden Eagles* varsity ice hockey coach will be considered an employee of the CORTLAND ENLARGED CITY SCHOOL DISTRICT. The CORTLAND ENLARGED CITY SCHOOL DISTRICT will pay this employee directly and will be reimbursed for fifty percent (50%) of the salary by the HOMER CENTRAL SCHOOL DISTRICT.

## **PROGRAM ADMINISTRATION:**

The CORTLAND ENLARGED CITY SCHOOL DISTRICT'S Director of Athletics will be responsible for the administration and oversight of the *Cortland-Homer Golden Eagles* varsity ice hockey team for the 2012-13 season.

It will be the responsibility of the Director of Athletics administering the program to provide a detailed program report at the conclusion of the season to their Director of Business Services. The report will include a thorough breakdown of all program expenses and revenue from gate receipts.

## **PROGRAM BUDGET:**

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and HOMER CENTRAL SCHOOL DISTRICT Athletic Director's will work together in establishing a budget for the program on an annual basis.

The program budget will include facility rental fees for ice time; equipment and supplies; officials fees and mileage; Section dues, coaching clinics, tournament trophies, supervision and ticket sales personnel; laundry, rulebooks, state handbooks and reconditioning of ice hockey helmets and the purchasing of uniform pants.

## **PROGRAM EXPENSES:**

The total program cost of the varsity ice hockey team will be shared by both school districts. Both school districts will appropriate adequate funds to cover their share of program expenses. All expenses, except those identified elsewhere in this agreement, shall be paid by the CORTLAND ENLARGED CITY SCHOOL DISTRICT, including the coach's salary and rental of the JM McDonald Sports Complex for ice time.

The HOMER CENTRAL SCHOOL DISTRICT agrees to reimburse the CORTLAND ENLARGED CITY

SCHOOL DISTRICT for fifty percent (50%) of program costs. It will be the responsibility of the CORTLAND ENLARGED CITY SCHOOL DISTRICT Director of Business Services to prepare an invoice and forward said invoice to the HOMER CENTRAL SCHOOL DISTRICT at the conclusion of each season.

#### **PROGRAM REVENUES:**

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT agree to charge an admission fee to all home contests. All proceeds will be documented at the conclusion of each game by the ticket seller. Gate receipts will be subtracted from program expenses in order to compute the net program expense for each district.

#### **GAME ADMINISTRATION:**

The CORTLAND ENLARGED CITY SCHOOL DISTRICT will provide a ticket seller and security personnel for all home contests at a pay rate established by the district. The security personnel will be assigned by the JM McDonald Sports Complex management to a designated area as deemed necessary for supervision of all home contests.

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT agree to provide administrative supervision at all home contests. The Athletic Directors of both districts will work together on developing a supervision schedule.

#### **CORTLAND-HOMER GOLDEN EAGLES BOOSTER CLUB:**

The Cortland-Homer Golden Eagles Booster Club will be responsible for the operation of the score clock for home contests and supervision of the penalty box.

The Cortland-Homer Golden Eagles Booster Club will also be responsible for the purchasing of game jerseys for the team.

#### **ICE HOCKEY EQUIPMENT:**

The ice hockey equipment is jointly owned by the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT. If new equipment is needed it will be purchased by the CORTLAND ENLARGED CITY SCHOOL DISTRICT with fifty percent (50%) of the cost reimbursed by the HOMER CENTRAL SCHOOL DISTRICT.

Equipment supplied for the players by the districts include, but is not limited to:

- Helmets
- Gloves
- Uniform Pants
- Practice Jerseys

Supplies provided to the program by the districts include, but is not limited to:

- Pucks
- Tape
- Water Bottles

Players will provide all other equipment, but is not limited to:

- Ice Skates

- Hockey Sticks
- Shoulder Pads
- Elbow Pads
- Shin Guards
- Mouth Guards

All players in the combined Cortland-Homer ice hockey program must wear a school issued helmet when participating in program activities.

**RECONDITIONING OF HELMETS:**

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT will agree to send program helmets to be reconditioned on an annual basis.

**TRANSPORTATION:**

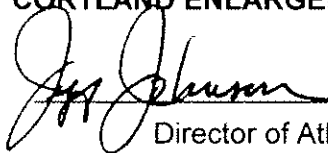
The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT will alternate transportation services for the team on an annual basis. It will also be the responsibility of the district that is providing the annual transportation to include vehicles for coaches scouting trips, conferences and an equipment vehicle for away contests.

**ANNUAL REVIEW AND RENEWAL OF AGREEMENT:**

This Agreement is subject to review and renewal on an annual basis by the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT.

This Agreement, when signed by agents of both parties thereto, shall be in force from the date specified above, until June 30, 2013.

For: **CORTLAND ENLARGED CITY SCHOOL DISTRICT**

  
 \_\_\_\_\_  
 Director of Athletics

10/2/12  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Director of Business Services

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Superintendent of Schools

\_\_\_\_\_  
 Date

For: **HOMER CENTRAL SCHOOL DISTRICT**

\_\_\_\_\_  
 Director of Athletics

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Director of Business Services

\_\_\_\_\_  
 Date

---

Superintendent of Schools

---

Date

## AGREEMENT

for

### AFFILIATE CLINICAL SETTING IN ATHLETIC TRAINING

between

SUNY CORTLAND  
Kinesiology Department

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and

Cortland High School

The Kinesiology Department at the State University of New York at Cortland and Cortland High School agree to establish an affiliate clinical setting in athletic training. This clinical setting will provide a program of supervised clinical education experiences for the athletic training students at SUNY Cortland. This affiliate clinical experience will be used to broaden and supplement the supervised clinical experience for SUNY Cortland athletic training students according to the guidelines established by the Commission on Accreditation of Athletic Training Education (CAATE).

### TERMS

SUNY Cortland and the Cortland High School agree to meet all of the CAATE guidelines. A copy of the standards pertaining to the clinical experience and the affiliate clinical setting will be submitted to the school district.

SUNY Cortland agrees to use Cortland High School on a continuous yearly basis. The SUNY Cortland Athletic Training Program Director will be responsible for establishing the ongoing communication between the college and the affiliate clinical site.

SUNY Cortland will assign of their athletic training staff members who will be responsible for periodically visiting the affiliate site to monitor student performance.

SUNY Cortland will require that each student selected for the affiliate clinical experience at the Cortland High School will meet the following provisions:

1. Written verification that the student is individually covered by malpractice and personal insurance. The certificate of insurance will be provided to the Cortland High School.
2. Written verification that the student is covered by personal or parental health/accident insurance.
3. Written verification that the student is responsible for their transportation and all liabilities associated with being in transit from the college to the high school and their return to the campus.
4. Read and adhere to all the Cortland High School policies and school procedures related to athletics, athletic training, and pertaining to the general campus grounds.

Cortland High School agrees to:

1. Have their athletic training staff serve as clinical instructors according to CAATE guidelines and carry out all of the educational objectives of the Cortland Athletic Training Program. The affiliate clinical site understands that an Athletic Training Student shall be under the on-site supervision of the clinical instructor at all times. The maximum number of students that would be assigned to the Cortland High School site is two.

Furthermore, Cortland High School will not require the SUNY Cortland Athletic Training Student to fulfill any duties that would be considered the responsibility of a Certified Athletic Trainer nor will the student be obligated to perform any duties that are the responsibility of any paid employee at the affiliate site.

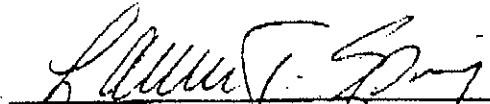
2. Provide a BOC Certified Athletic Trainer with at least one year of experience in supervising and instructing athletic training students.
3. Treat Cortland Athletic Training Students as student teachers and provide insurance coverage while they are working under the supervision of the clinical instructor and performing official school duties.
4. Provide the Athletic Training Student with an appropriate orientation to the affiliate site, administrative policies and procedures.
5. Complete one or more evaluations regarding student performance.




Both SUNY Cortland and Cortland High School agree that this agreement and can be terminated at anytime by either institution.

**APPROVAL**

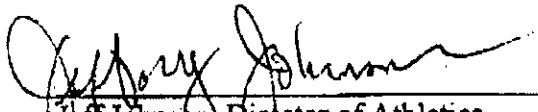
**Approval for Cortland High School**

  
\_\_\_\_\_  
Laurence Spring, Superintendent of Schools

2/4/08  
Date

  
\_\_\_\_\_  
Art Martignetti, Director of Business Services

1/31/08  
Date

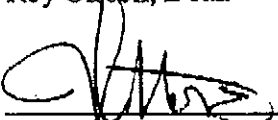
  
\_\_\_\_\_  
Jeff Johnson, Director of Athletics

2/5/08  
Date

**Approval for SUNY Cortland**

  
\_\_\_\_\_  
Roy Olsson, Dean

2/13/08  
Date

  
\_\_\_\_\_  
John Cottone, Department Chair  
Program Director for Athletic Training

1/23/08  
Date

## FIELD PLACEMENT AGREEMENT

Agreement effective as of 9/26/12 by and between  
Suny Oneonta an educational institution with a principal place of  
business at Oneonta, NY 13820 ("The Institution"), and the  
Cortland Enlarged City School District ("The District") with a principal place of business  
located at 1 Valley View Drive, Cortland, NY 13045.

### RECITALS:

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

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

### TERMS:

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

## FIELD PLACEMENT AGREEMENT

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

## FIELD PLACEMENT AGREEMENT

10. In accordance with State law and decisions there under, the Institution shall be responsible for any liability, claim, loss, damage, suit or judgment (and if assessed by a court of competent jurisdiction, any costs, expenses and reasonable attorney's fees) arising directly from the negligent acts or omissions of the Institution or its officers or employees in connection with or account of the activities carried out under this agreement.
11. As consideration for the District providing field placement experiences for the Institution's students, the Institution shall provide the following, if appropriate:
- Tuition credit voucher; or
  - Financial remuneration in the amount of \_\_\_\_\_.
12. The agreement shall terminate on June 30, 2013. Either party may terminate this Agreement earlier, with or without cause, upon two weeks written notice to other party personally delivered or sent by registered mail, return receipt requested.

If to the District to:

Superintendent of Schools  
1 Valley View Drive  
Cortland, NY 13045

If to the Institution to:

Name *Julia Baxter - MacGregor*  
Dept. *Field Experience*  
Address *State University of New York at Cortland*  
City, State Zip *Cortland NY 13820*

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

## FIELD PLACEMENT AGREEMENT

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

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

Cortland Enlarged City School District

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

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

Title: Superintendent of Schools

By: *Jo Boring*

Date: 2/26/12

Title: Jo Boring, Executive Coordinator Catskill Area School Study Council and EDUC 106 Professor

Institution: State University of New York at Oneonta.



**SYRACUSE UNIVERSITY  
DAVID B. FALK COLLEGE OF SPORT AND HUMAN DYNAMICS  
SCHOOL OF SOCIAL WORK**

**Agency Agreement  
# 1980**

This sets forth the Agreement between Syracuse University ("University"), a not-for-profit educational corporation, existing under the laws of the State of New York with its principal campus and office in Syracuse, New York on behalf of its academic department known as The School of Social Work ("School"), and at **Cortland City School District** ("Agency") with its principal office located at **8 Valleyview Drive, Cortland, New York 13045** relating to field instruction for the School's students ("Students") placed at the Agency. This Agreement will be in force for a period of not more than 5 year(s), beginning **08/01/2012**, after which a new agreement may be negotiated.

I. PURPOSE

The School considers field instruction a vital component in the education of future social work professionals. It, therefore, recognizes the importance of the settings where field instruction takes place. To maintain and promote the educational excellence which is in the best interest of both the School and the Agency, it has been found that a specific statement of the responsibilities of the parties involved can be mutually beneficial.

II. RESPONSIBILITIES OF THE SCHOOL

1. The School, in cooperation with the Agency, will assume the responsibility for assigning Students to placements giving consideration to the specialized services of the Agency and the skills and knowledge of its staff.
2. The School shall provide the agency field instructor with a Manual for Field Instruction which states the objectives, policies and procedures pertaining to field instruction.
3. The School, in the person of the faculty field liaison, will assist the Student and Agency Field instructor in developing an educational program which reflects the needs and objectives of the Agency, School and Student.
4. The School will provide overall coordination of training for field instructors to help provide appropriate learning experiences for Students.
5. Responsibility for grades for performance in the field instruction placement rests with the faculty field liaison. Such grades will be based on an evaluation of the Student's performance and will include input from the field instructor.

6. Should it become necessary to make a change in the Student's field placement, both the School and the Agency will be involved to assure that the needs of Student, Agency, and client are met.

### III. RESPONSIBILITIES OF THE AGENCY

1. The Agency will allow Students to engage in field instruction in the furtherance of the Student's academic program at the facilities for a minimum period of 16 hours per week during the academic year.
2. The Agency will provide a field instructor who possesses the qualification, knowledge and skills necessary to provide quality field instruction. The Agency agrees to replace the field instructor upon written notice by the School. Such notice shall give reasonable grounds for the replacement.
3. The Agency will maintain administrative and professional supervision of students. The Agency shall designate one or more of its employees to supervise the University's students at the Agency.
4. The field instructor will be allowed a minimum of one hour of Agency time per week for individual supervisory conferences.
5. The Field instructor will be allowed Agency time to attend School sponsored training and field orientation sessions for field instructors.
6. The field instructor will complete and submit an End of Semester Field Instruction Evaluation for each Student on or before the last day of each semester.
7. The Agency field instructor shall cooperate with the School's faculty field liaison in providing any other information necessary for Student evaluation.
8. The Agency will provide the Student with appropriate learning experiences that meet the needs of the Student and the educational objectives and goals of the School as outlined in the manual for field instruction.
9. The Agency will provide the Student with the physical facilities and support services necessary to carry out the duties of his/her field placement.
10. The Agency shall promptly notify the University of any exposure of Students or staff to health hazards at the Agency, and in case of accident or illness shall render emergency care to Students and employees of the University.

### IV. RESPONSIBILITIES OF THE UNIVERSITY

1. The University shall grant to the Agency tuition credits in accordance with the procedures set forth in the university's policy statement entitled "Tuition Credit Policy for Outside Agencies," to be attached to and made part of this agreement. These tuition credits will be granted for supervision of student field experiences which are approved for such benefits. The formula by which the University shall grant to the Agency tuition credits is:

One-half (1/2) a tuition credit hour for 37 clock hours to 45 clock hours worked by a student in the agency.

2. As a prerequisite for participation in the program, students are provided with professional liability insurance against claims that might arise in conjunction with the execution of responsibilities assigned to students during the course of their field instruction training in the Agency.
3. The University certifies that it does not and will not discriminate against any employee or applicant for employment or registration in a course of study because of race, color, creed, gender, sexual orientation, handicap-status or national origin.

V. GENERAL TERMS

1. Both the Agency and the School will assume responsibility for the content and quality of the educational experience of the Student. Appropriate faculty members, the Student and the field instructor will work closely with one another toward this objective. Students are not employees of either the Agency or the University but are students engaged in an academic program.
2. All parties to this Agreement intend to cooperate with the others in fulfilling their duties under the Agreement and shall interpret its provisions as promoting the interest of social work education and the community.
3. The University will defend the Agency with competent counsel, hold it harmless and indemnify the Agency from any liability or claims brought against the Agency as a result of the negligent acts or omissions of the University or its employees. The Agency will defend the University with competent counsel, hold it harmless and indemnify the University from any liability or claims brought against the University as the result of the negligent acts or omissions of the Agency or its employees. The University and the Agency respectively, shall maintain liability insurance, in amounts reasonably satisfactory to the other party, covering the acts or omissions of their respective employees. All students are covered under a malpractice policy provided by the School of Social Work through Maginnis & Associates.
4. Any notice to be given under this agreement shall be given in person or by certified mail:

To Agency: \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_

To University: School of Social Work  
 Sims Hall, 4<sup>th</sup> Floor  
 Syracuse, NY 13244-1230

Attention: Director of Field Instruction

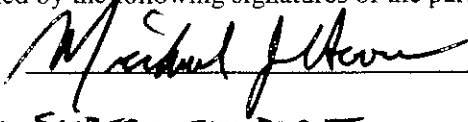
5. This Agreement may not be assigned by any party without the written consent of the other party.



6. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
7. This Agreement may not be modified or amended without the written consent of both parties.
8. This Agreement is established by the following signatures of the parties:

Agency

By:



Title:

SUPERINTENDENT

Date:

8/16/12

Syracuse University

By:

\_\_\_\_\_  
Vice Chancellor and Provost

Date:

\_\_\_\_\_

Acknowledgement

By:

\_\_\_\_\_  
Dean of the David B. Falk College of  
Sport and Human Dynamics

Date:

\_\_\_\_\_

Acknowledgement

By:

\_\_\_\_\_  
School's Director of Field Instruction

Date:

\_\_\_\_\_



## **Fieldwork Agreement**

**This agreement between the  
Trustees of Keuka College  
on behalf of the  
Division of Occupational Therapy  
141 Central Avenue  
Keuka Park, NY 14478  
hereafter referred to as the "College" and:**

## **Cortland City School District**

**1 Valley View Drive  
Cortland, NY 13045**

hereafter referred to as the "Facility", will be effective for a period of one year from the date signed. This agreement shall be automatically renewed yearly unless either party requests a change or termination of this agreement in the manner provided herein.

**THE FOLLOWING TERMS AND CONDITIONS ARE AGREED UPON:**

### **Specific Responsibilities of the College:**

1. The College shall be responsible for selecting only those students who have successfully completed all the prerequisite courses or previous fieldwork experiences as specifically requested by the facility and are in good professional behavior standing within the school.
2. The College shall provide the Facility with current access to information about its curriculum and clinical education goals upon initial contact and as requested. The College will also provide all information/forms as required by the College and The American Occupational Therapy Association.
3. The College represents that each student affiliate is covered by professional liability insurance policy with limits of \$1,000,000 per claim and \$3,000,000 in the aggregate. Proof of professional liability insurance will be provided to the Facility prior to the start date of the student fieldwork at the Facility.
4. The College will designate a faculty member to cooperate with the clinical supervisor at the Facility, in coordinating the academic aspects of the student's education with the fieldwork.

5. The College agrees to honor its fieldwork commitments. In the event that the cancellation of a reserved space is necessary, the College will make every effort to notify the Facility as far in advance as possible of the scheduled beginning of the placement.
6. The College agrees to provide basic education of the following: Health Information Portability and Accessibility Act (HIPAA), Family Educational Rights and Policies Act (FERPA) and Mental Hygiene Laws.
7. The College will notify the student that he or she is responsible for:
  - a) adherence to the administrative policies, rules, standards, regulations, and procedures of Facility, at all times,
  - b) students shall respect the confidential nature of all information available to them with respect to Facility's patients and records and shall sign Facility's confidentiality policy. It is understood that students shall also be personally responsible for respecting the confidential nature of all such information.
  - c) providing the necessary and appropriate attire required or not provided by the Facility,
  - d) arrangements for his or her own transportation, housing and food when not provided by the Facility,
  - e) current immunization and physical examination as required,
  - f) evidence of health insurance,
  - g) CPR (minimum of adult and child coverage),
  - h) obtaining prior written approval from the Facility and the College before publishing any material related to the field experience,
  - i) proof of fingerprint clearance or background check, and
  - j) any other specific facility prerequisites as stated on the Fieldwork Data Form

**Specific Responsibilities of the Facility:**

1. The Facility will provide supervised learning experiences for the fieldwork students. Qualified personnel according to ACOTE standards will be provided by the Facility to directly supervise the student during the fieldwork.
2. The Facility shall complete a Fieldwork Data Form annually and any other such records and forms required by the College or The American Occupational Therapy Association.
3. The number of students that can be accepted for fieldwork for any given period of time shall be determined by the Facility and will be dependant on its philosophy, its available space, patient or client population, and qualified staff. The fieldwork period will be that amount of continuous time agreed upon by the School and the Facility. It will usually consist of the equivalent of two weeks of full-time experience for Level I students or twelve weeks of full-time experience for Level II students.
4. The Facility agrees to inform the College of any changes in staffing or its service program that will affect the fieldwork experience.

5. The Facility agrees to honor its fieldwork commitments. In the event that cancellation of a student is necessary, the Facility shall make every effort to notify the College as far in advance as possible of the scheduled beginning of the placement.
6. The Facility agrees to inform both the College and the student concerning the student's level of clinical growth and competence. The Level II Fieldwork Performance Evaluation Form is to be completed at midterm and at the end of twelve weeks and returned to the School within one week of the student completing the fieldwork experience as part of this information process. The Facility agrees to complete any other such records as may be required to evaluate the student for level I/Level II's.
7. The Facility agrees, upon reasonable request, to permit inspection of its clinical educational facilities, student records, or other such items as may pertain to the Fieldwork Program utilized by the College's students, by the College or appropriate agencies, or those charged with the responsibilities for accreditation of the College's curriculum or program.
8. The Facility will retain full responsibility for the care of patients/students/consumers including all administrative and professional functions relating thereto.
9. The Facility will provide time and opportunity for orientation of the students to the Facility, its facilities and personnel.

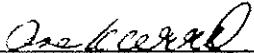
**Mutually Agreed Terms and Conclusions:**

1. In order to better coordinate clinical and academic education, the College will provide opportunities for continuing education through a variety of media – ex. On-line workshops, FW Consortium workshops, etc.
2. Collaboration of the designing of fieldwork experiences and mutually agreed upon objectives
3. In compliance with New York State and Federal laws, which prohibit discrimination based on race, creed, color, national origin, sexual orientation, handicap, sponsor, or source of payment, the parties to this agreement agree to operate on a non-discriminatory basis.
4. It is understood and agreed by and between the parties hereto that the Facility and or College has the right to terminate the fieldwork experience of the student whose behavior and/or performance (1) endangers any of Facility's employees, patients or patients' care or (2) fails to comply with Facility's policies and procedures or any applicable federal, state, or local laws, rules or codes or any requirement of any authorized agency having direction or control over Facility's operations.
5. It is understood and agreed that the parties to this agreement may revise or modify this agreement or the written plan for the fieldwork experience by written amendment upon mutual agreement to such amendments.
6. It is understood that this agreement may be terminated by either party giving not less than sixty- (60) day's notice in writing to the other party by mail at the addresses hereafter set forth. Such termination shall not take effect, however, until the students already placed in the fieldwork program have completed their scheduled assignments.
7. Students shall in no way be deemed to be employees of the Facility under any law, rule, regulation or Facility policy.

8. The College will indemnify and hold the Facility harmless from and against all lawsuits or claims which result from the negligent activity of its students, faculty or employees while on the Facility's premises in connection with this cooperative agreement. The Facility shall similarly hold the College harmless from and against all lawsuits or claims which result from the negligent activity of Facility employees

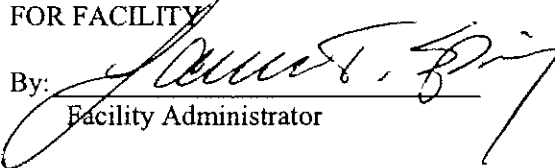
THIS AGREEMENT SHALL BE EFFECTIVE WHEN EXECUTED BY BOTH PARTIES AND IN ACCORD WITH THE DAY AND YEAR OF FINAL SIGNATURE.

FOR KEUKA COLLEGE

By:   
Anne K. Weed  
Vice President for Academic Affairs  
Keuka College

Date: 4/10/12

FOR FACILITY

By:   
Facility Administrator

Date: 3/28/2012

By: \_\_\_\_\_  
(Title)

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

## PRACTICUM AGREEMENT

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

### RECITALS:

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

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

### TERMS:

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

## PRACTICUM AGREEMENT

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

## PRACTICUM AGREEMENT

10. In accordance with State law and decisions there under, the Institution shall be responsible for any liability, claim, loss, damage, suit or judgment (and if assessed by a court of competent jurisdiction, any costs, expenses and reasonable attorney's fees) arising directly from the negligent acts or omissions of the Institution or its officers or employees in connection with or account of the activities carried out under this agreement.

11. The agreement shall terminate on June 30, 2013. Either party may terminate this Agreement earlier, with or without cause, upon two weeks written notice to other party personally delivered or sent by registered mail, return receipt requested.

If to the District to:

Superintendent of Schools  
1 Valley View Drive  
Cortland, NY 13045

If to the Institution to:

Steven Keeler  
Chair, Division of Humanities and Telecommunications  
Cayuga Community College  
197 Franklin St.  
Auburn, NY 13021

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



## PRACTICUM AGREEMENT

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

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

Cortland Enlarged City School District

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

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

Title: Superintendent of Schools

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

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

Title: Chair, Division of Humanities and Telecommunications

Institution: Cayuga Community College



WESTERN GOVERNORS UNIVERSITY

ONLINE ACCREDITED BY THE DISTANCE EDUCATION AND TRAINING COUNCIL (DETC)

## Student Teaching Agreement

This Student Teaching Agreement (the "Agreement") is entered into this 17<sup>th</sup> day of September, 2012 ("Effective Date") by and between Western Governors University, a Utah non-profit corporation and a regionally accredited institution of higher education ("WGU"), and Cortland City School District ("District").

### Article 1: Recitals

A. WGU is regionally accredited by the Northwest Association of Schools and Colleges and Universities and nationally accredited by the Distance Education and Training Council (DETC). The WGU Teacher Education programs are further accredited by the National Council for the Accreditation of Teacher Education (NCATE).

B. WGU conducts teacher training programs leading to degrees and desires to obtain student teaching experiences for the teacher candidates enrolled in its educational programs; and

C. The District recognizes the need for and desires to aid in the educational development of student teachers and is willing to make its premises available for such purposes and, further, wishes to host Teacher Candidates in its schools.

### Article 2: Definitions

- 2.1. "Teacher Candidate" shall refer to a student enrolled in a program at WGU which leads to an education credential.
- 2.2. "Host Teacher" shall refer to an employee of the District who is the Teacher of Record within the classroom where the Teacher Candidate is assigned. Host Teachers may or may not be a Clinical Supervisor.
- 2.3. "Clinical Supervisor" shall refer to a present or former employee of the District, retired educator, or any other individual meeting the criteria of 'Supervisor' established by WGU for this position, and engaged by WGU or the District to supervise Teacher Candidate progress. Selection, assignment and compensation of Clinical Supervisors is the responsibility of WGU.
- 2.4. "Student Teaching" shall refer to the active participation by a Teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Host Teacher and/or Clinical Supervisor.
- 2.5. "Student Teaching Assignment" shall refer to the greater of the WGU 12-week requirement (16 weeks for special education assignments) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all WGU and State requirements.

4.5. Host Teacher Compensation. If District policies allow, WGU shall compensate either the District or the Host Teacher \$150.00 per Teacher Candidate for the Host Teacher services described in this Agreement. The District acknowledges that the issuance of such compensation directly to the Host Teacher will not render the Host Teacher an employee or agent of WGU and that WGU will not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of the Host Teacher. No Host Teacher compensation will be provided where a Teacher Candidate acts as 'Teacher-of-Record' within District.

4.6. Clinical Supervisor Compensation. If the Clinical Supervisors are employees of the District, WGU shall compensate either the District or the Clinical Supervisors \$500.00 per Teacher Candidate for Clinical Supervisor services. The District acknowledges that where District policies allow the issuance of such compensation directly to employee Clinical Supervisors, WGU may contract directly with those individuals for Clinical Supervisor Services.

4.7. Termination of Assignment. Subject to Article 3.3, upon receipt of written notification from the District, WGU shall promptly terminate a Teaching Candidate's assignment to the District and shall have full responsibility for the conduct of any student disciplinary proceedings. In the event a Student Teaching Assignment is terminated before completion, compensation for Host Teacher and Clinical Supervisor services shall be pro-rated to the number of weeks completed.

4.8. Background Check. WGU shall require each Teacher Candidate to submit to a complete background check, including criminal history, as a condition of Student Teaching. WGU shall attest to District that WGU has completed a background check for each Teacher Candidate, and shall not recommend a teacher candidate for Student Teaching who fails to meet the standards established by District for acceptable background.

4.9. Representations. WGU represents that all Teacher Candidates assigned to the District for Student Teaching are validly enrolled in an approved WGU credentialing program and meet the District's background requirements. WGU makes no other representation, express or implied, about, or assumes any responsibility for, the Teacher Candidate's fitness or qualification to participate in the Student Teaching Assignment. Nothing in this Agreement shall be construed as a delegation by the District to WGU of any of the District's duties and responsibilities for operation or supervision of the school or classes of the District.

4.10. Insurance.

WGU shall provide and maintain general commercial liability insurance acceptable to the District in the minimum amounts of one million dollars (\$1,000,000) combined single limit, and three million dollars (\$3,000,000) general aggregate and, upon request of the District, shall furnish proof thereof in the form of certificate(s) of insurance which shall state that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the WGU's insurer to the District.

Professional Liability Insurance. WGU shall ensure that each Teacher Candidate, at their own expense, procures and maintains in force during the Student Teaching assignment, professional liability insurance in the amounts reasonably necessary to protect the Teacher Candidate against liability arising from any and all negligent acts or incidents caused by the Teacher Candidate. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate. WGU shall require each Teacher Candidate to provide evidence of his or her professional liability coverage to the District.

Workers' Compensation Insurance. WGU shall maintain at its sole expense workers' compensation insurance for participating Teacher Candidates.

4.11. Indemnification.

delivered by personal or overnight delivery or facsimile, or effective five (5) days after being placed in the United States mail, postage pre-paid.

5.4. Arbitration. The parties agree that disputes arising hereunder shall be subject to arbitration pursuant to the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. The site of arbitration shall be the location of the defending Party.

5.5. Entire Agreement and Severability. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by both parties. If a court or arbitrator holds any provision of the Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement

5.6. General Provisions. This Agreement: (i) shall be binding and enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in two or more counterparts including by facsimile or email copy, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first above written.

WESTERN GOVERNORS UNIVERSITY  
("WGU")

CORTLAND SCHOOL DISTRICT  
("District")

By: 

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

Title: Field Placement Manager

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

Date: 18 Sep 12

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

For notice purposes, contact:

Mindy McClellan  
Placement Specialist  
Western Governors University  
4001 S. 700 E. Suite 700  
Salt Lake City, UT 84107-2533  
(801) 924-4486  
(801) 401-7961(fax)

For notice purposes, contact:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
District: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



# SCHEDULE OF RESIGNATIONS AND LEAVES

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

Schedule Number: 10.97

Board Meeting Date: October 9, 2012

Color: White

## A. Approval of Personnel Resignations and Leaves

### INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REASON
ABOLISHMENT OF POSITION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON
Benev, Kathleen	Professional Development School Coordinator	01/05/2011	10/19/2012	End of Program.

### CO-CURRICULAR PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REMARKS
Lacey, Jeff	8 <sup>th</sup> Grade Boys Basketball Head Coach	07/09/2012	07/30/2012	To accept the Freshman Boys Basketball Head Coach position.

### NON-INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON
Rooney, Marie	Personal Health Care Aide	09/06/2011	09/26/2012	Resignation/Removal.
Morrison, Lori	Teacher Aide	09/10/2012	10/19/2012	Resignation.

### INSTRUCTIONAL/NON-INSTRUCTIONAL PERSONNEL:

LEAVE OF ABSENCE	POSITION	ORIGINAL APPOINTMENT	LEAVE DATES	REASON
Triplett, Amanda	English Teacher	09/10/2007	12/20/2012 – 06/30/2013 (Anticipated)	Parental Leave.
Comtois, Kelly	Elementary Teacher	09/01/2004	09/24/2012 – 04/07/2013 (Anticipated)	Medical/Parental Leave – If part of this leave is to be paid, the period of disability, confirmed by a physician, will be defined in the doctor's note.

## **SCHEDULE OF APPOINTMENTS**

### **ELEMENTARY & SECONDARY SUBSTITUTE TEACHERS/TUTORS 2012-13**

Schedule Number: **2010**

Board Meeting Date: **October 9, 2012**

Color: **Yellow**

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

<b>Name</b>	<b>Title</b>	<b>List</b>	<b>Daily Rate</b>
Dillingham, Gary	Substitute Teacher	A	\$85.00
Bocklet, Michael	Substitute Teacher	B	\$75.00
Wingerter, Janelle	Substitute Teacher	A	\$85.00
Lowie, Joan	Teaching Assistant	A	\$75.00
Ferro, Allesandra	Substitute Teacher	A	\$85.00
Predestin, Farrah	Substitute Teacher	B	\$75.00
Hogan, James	Substitute Teacher	A	\$90.00

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

**SCHEDULE OF APPOINTMENTS  
 INTER-SCHOLASTIC (ATHLETICS)  
 To Fix Salaries and Schedule Conditions for the School Year 2012-13**

Schedule Number: **2011**  
 Board Meeting Date: **October 9, 2012**  
 Color: **Blue**

NAME	TITLE	VARSITY/JV JUNIOR HIGH	SPORT	BOYS/ GIRLS	AMOUNT*
Brandon Galutz	Head Coach	8 <sup>th</sup> Grade	Basketball	Boys	\$ 2,256.00
Jeff Lacey	Head Coach	Freshman	Basketball	Boys	\$ 2,820.00
Sarah Kleefeld	Head Coach	JV	Basketball	Girls	\$ 3,666.00
Cheri Hess	Vol. Asst. Coach	JV	Basketball	Girls	\$ Volunteer
Dave Boyland	Vol. Athletic Trainer	JV	Ice Hockey	Boys	\$ Volunteer
Catalano, Kindra	Vol. Asst. Coach	Varsity	Field Hockey	Girls	\$ Volunteer

\*2009-10 Contract rates