

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, April 9, 2013 at 7:00 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**
2. **COMMUNICATIONS and RECOGNITION:**
 - a. Kudos Korner
 - 1.) Ms. Jennifer Rafferty – DonorsChoose.org Charity Award Recipient
 - b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes).
 - c. Board Member Reports
 - 1.) Reminders:
 - a. April 11, 2013 – OCM BOCES Annual Meeting, 6:00 p.m., McEvoy Campus
 - b. April 22, 2013 (**Monday**) – Regular Meeting
 - c. April 25, 2013 (**Thursday**) – **Special Meeting** to Accept Bid Awards
 - d. May 1, 2013 – Board Candidate Petitions are due to the Board Clerk
 - e. May 7, 2013 – Public Budget Hearing, JSHS Auditorium
 - f. May 13, 2013 – Meet the Candidates, JSHS Auditorium
 - 2.) Proposed Summer Meeting Schedule:
 - a. Tuesday, July 2 – Organizational and Regular Meeting
 - b. Tuesday, August 6 – Regular Meeting (*first Tuesday*)
 - c. Tuesday, August 20 – Regular Meeting (*third Tuesday*)
3. **PRESENTATIONS:**
4. **CONSENT ITEMS:**
 - a. Minutes of March 26, 2013 Regular Meeting
 - b. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education) Recommendations
5. **OLD BUSINESS:**
6. **NEW BUSINESS:**
 - a. Approval of 2013-14 District Budget
 - b. Approval of Property Tax Report Card for 2013-14
 - c. Approval of Interoperable Communications System Agreement
 - d. Discussion: Board Newsletter
7. **PERSONNEL ACTION:**
 - a. Approval of Personnel Resignations and Leaves
 - b. Approval of Non-Instructional Personnel Appointments
 - c. Approval of Instructional Personnel Appointments
8. **LEADERSHIP REPORTS:**
 - a. Director of Business Operations
 - b. Assistant Superintendent for Pupil and Personnel Service
 - c. Superintendent
9. **AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).**
10. **NEXT MEETING AGENDA REVIEW**

11. **EXECUTIVE SESSION** (*if needed*)
12. **ADJOURNMENT**

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, March 26, 2013 at 7:00 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY

49.

A Regular Meeting of the Board of Education was held on Tuesday, March 26, 2013 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

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

Absent: Mr. Donald Colongeli

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

6:00 – 7:00 p.m. – Board Budget Workshop

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE:** Ms. Van Donsel called the meeting to order at 7:03 p.m., and the Pledge of Allegiance was recited.
2. **COMMUNICATIONS and RECOGNITION:**
 - a. **Kudos Korner – None**
 - b. **Audience Participation**

Mr. Bill Kulikowsky, Class of '68 and member of the nominating committee seeking the dedication of the Jr.-Sr. High School main office suite to Mr. John A. Gee, addressed the board. Mr. Kulikowsky provided additional information regarding the committee's proposal, specifically photos of proposed signage and the placement of a memorial plaque.
 - c. **Board Member Reports**
 - 1) BOE Audit Committee – Ms. Davis-Howard reported the committee had met March 18, 2013 to further review the comptroller's report and the district's Corrective Action Plan in response to the NYS Comptroller's Audit.
 - 2) BOE Work Session – The Board held a work session on March 19, 2012 to develop two evaluation tools: an annual self-evaluation tool for the Board, and an evaluation tool for the superintendent.
3. **PRESENTATIONS:**
 - a. **Field Trip to Spain and France**

Ms. Kelly Chapman and Ms. Linda Slade along with students Holly McMahon, Andrew Potter, Christian Chase, and Sophia Convertini entertained the Board with a Power Point presentation highlighting their recent trip to France and Spain. Ms. Slade and Ms. Chapman thanked the board on behalf of the staff and students for their support and for recognizing the educational importance of foreign travel.
 - b. **Operation Recognition Diploma**

Mr. Paul Edward Adams, a Korean War veteran, was granted his High School diploma under the Operation Recognition Program. Mr. Hoose explained the Operation Recognition Program, and expressed that the District was thankful for the service Mr. Adams provided to his country, community and school by serving with the U.S. Army in Korea. Mr. Adams was unable to attend the meeting, and therefore his diploma will be mailed.
 - c. **Preliminary Budget Presentation**

Mr. Hoose provided a PowerPoint overview of the 2013-14 Preliminary Budget scheduled for Board adoption April 9. He reviewed a chart listing *Expenses* by three major categories (administrative, capital, and program) and noted the changes from 2012/13 to 2013/14. The administrative component consists of 9.7%, capital component 14.7% and program component 75.6% of the total budget. Next, Mr. Hoose reviewed *Revenues* (state aid, tax levy, reserves, and other miscellaneous sources) and provided a revenue analysis comparing the 2012/13 budget to the proposed 2013/14 budget and the difference. He reminded members that this year (2013/14) \$2.9 million of the district's reserve funds will be used, with \$3.475 million scheduled for 2013/14, an increase of \$575,000. At the current rate of reserve use, the district has approximately two and one half years of reserves remaining.

Mr. Hoose stressed that Foundation Aid has remained flat for four years while expenses have increased. Figured into the State Aid formula is the CWR (Combined Wealth Ratio) of the district. CWR is based on student wealth and property wealth. The average in NYS is 1.0, while Cortland's is .546 (12/13), .509 (11/12).

Mr. Hoose shared the formula for determining the Tax Levy Limit (Tax Cap) for school districts. Cortland's Tax Levy Limit (Tax Cap) for 2013/14 is 4.9% (\$769,651). The proposed budget calls for a 2% tax increase.

4. CONSENT ITEMS:

a. Minutes of March 12, 2013 Regular Meeting

b. CSE(Committee on Special Education)/CPSE (Committee on Pre-school Special Education) Recommendations

607000468, 610338808, 610289445, 610259046, 610380835, 607000402, 610366729, 610295850, 610305424, 607000827, 610356999, 610305679, 607000730, 607000612, 610264641, 610375929, 607000382, 607000538, 610295428, 610327671, 610376626, 610298186, 610323993, 610282883, 610253538, 610308396, 610385846, 610342287, 610261878, 610359072, 610323632, Preschool Transfer - ID number, 610364130, 607000625, 610317783, 607000652, 610289443, 610281203, 607000777, 610363271, 610293747, 610264307

c. 2012-2013 Tax Collection Report

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

Moved by Ms. Davis-Howard, seconded by Mr. Natoli.

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

5. OLD BUSINESS:

a. Approval of Faculty/Student Calendar for 2013-14

RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby approves the 2013-14 Faculty/Student Calendar as presented.

Moved by Mr. Stark, seconded by Ms. Griffin. Discussion: None

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

6. NEW BUSINESS:

a. Financial Reports: Treasurer's Report, Trial Balance, Revenues, Intrafund Transfers, Appropriations, Warrant, Claims Monthly Report – January 2013

RESOLVED, upon the recommendation of the Superintendent of Schools, to approve Financial Reports dated January, 2013 as presented.

Moved by Mr. Stark, seconded by Mr. Young. Discussion: None

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

b. Naming of School Facility - Dedication of JSHS Main Office to John A. Gee

RESOLVED, upon the recommendation of the Superintendent:

WHEREAS, the Cortland Enlarged City School District seeks to honor those persons who by their service to the school district and to the Cortland community have earned such tribute; and

WHEREAS, the 2012 Capital Project includes a new main office suite for the students and staff of the Cortland Jr.-Sr. High School; and

WHEREAS, Mr. John A. Gee served as Principal of Cortland Jr.-Sr. High School for seventeen years from 1960 to 1977; and

WHEREAS, Mr. Gee through his guidance, love, understanding, patience, and companionship made the years under his tenure at the Cortland Jr.-Sr. High School unforgettable for students, staff and the Cortland community;

THEREFORE, IT IS HEREBY RESOLVED the Board of Education dedicates the new Jr. Sr. High School main office suite to John A. Gee, and approves an appropriate plaque be placed in a visible location upon its dedication in August 2013.

Moved by Mr. Natoli, seconded by Mr. Stark. Discussion: None

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

- c. **Approval of Field Placement Agreement between Cortland Enlarged City School District and Ithaca School of Music for the 2012-13 school year.**
RESOLVED, upon the recommendation of the Superintendent, to approve the Field Placement Agreement between Cortland Enlarged City School District and Ithaca School of Music for the 2013-13 school year, as presented.
 Moved by Ms. Davis-Howard, seconded by Mr. Stark. Discussion: None
 Final Vote: Yes – 6, No – 0. Motion Carried.
- d. **Approval of Universal Pre-K Contracts**
RESOLVED, upon the recommendation of the Superintendent, to approve the 2013-14 Universal Pre-Kindergarten Contracts as presented.
 Moved by Ms. Griffin, seconded by Mr. Young. Discussion: None
 Final Vote: Yes – 6, No – 0. Motion Carried.
- e. **Discussion – Bullying**
 Ms. Davis-Howard asked for discussion on bullying in our schools and how our district is handling reports of bullying. Ms. Davis-Howard noted that, although bullying is addressed in the Student Code of Conduct, she was not sure how the message was getting to students and staff.
 Mr. Hoose responded and stressed that bullying is taken very seriously, and our administrators spend time getting to the bottom of all bullying situations. He noted the importance of educating both the students and staff on what to look for and how to handle bullying. The district is investigating several prevention and intervention efforts. Rachel's Challenge is a series of student empowering programs and strategies that equip students and adults to combat bullying and ally feelings of isolation and despair by creating a culture of kindness and compassion. The program has a powerful message intended to “start a chain reaction of kindness” in schools. In addition, a link to anonymously report bullying will be posted on the district’s website to encourage those aware of bullying to report it.
- f. **Accept Donation from the Cortland Club Lacrosse**
RESOLVED, upon the recommendation of the Superintendent of Schools, to accept a donation of turf time at the J.M. McDonald Center valued at \$720 from Cortland Club Lacrosse, a not-for-profit organization, as presented.
 Moved by Ms. Griffin, seconded by Mr. Stark. Discussion: None
 Final Vote: Yes – 6, No – 0. Motion Carried.
7. **PERSONNEL ACTION:**
- a. **Approval of Personnel Resignations and Leaves**
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the Resignations and Leaves as presented on Resignations and Leaves Schedule 11.07
 Moved by Mr. Natoli, seconded by Ms. Davis-Howard. Discussion: Mrs. New was recognized for 41 years of service with the district, Mr. Gath for 31 years and Mr. Overhiser for 8 years. All were accepted with deep regret.
 Final Vote: Yes – 6, No – 0. Motion Carried.
- b. **Approval of Non-Instructional Personnel Appointments**
RESOLVED, upon the recommendation of the Superintendent, to approve the appointments for Non-Instructional Personnel as presented on Schedules of Appointment 1084 and 1085.
 Moved by Mr. Stark, seconded by Mr. Young. Discussion: None
 Final Vote: Yes – 6, 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 Schedule of Appointment 2232.
 Moved by Mr. Stark, seconded by Mr. Young. Discussion: None
 Final Vote: Yes – 6, No – 0. Motion Carried.
8. **LEADERSHIP REPORTS:**
- a. **Director of Business Operations – None**
- b. **Assistant Superintendent for Pupil and Personnel Service**
 1) New Tech Network

Mrs. Riley shared that she recently participated in a site visit, led by OCM BOCES, to two New Tech Model Schools. She joined a group of nine administrators from five district within the OCM BOCES. The purpose was to explore the New Tech model, a project based learning method of instruction to meet all students' needs.

The program was developed in 1996 in California in response to the local businesses indicating that graduating students did not possess the essential skills to be successful in the workforce.

The group observed two different models--the Pinckney *School within a School* and the Kent Innovation School, both in Michigan. These two schools were recommended by the new Tech Network as high quality demonstration sites. The Kent Innovation School was most similar to a model should our BOCES adopt the program.

Mrs. Riley emphasized that this is the very beginning phase of exploring a new model. All who attended came back very enthused about the program as another method of instruction to be considered. The next steps will be to assemble a group of IT folks, architects, etc. to visit a model. Mrs. Riley will keep the board apprised of the progress as they explore this model.

2) March 29 Professional Development Day

Mrs. Riley distributed copies of the March 29 Professional Development Day schedule, and invited members to join in the Wellness Activities scheduled for the morning. She shared that an OCM BOCES Network Team will be providing an overview of standards based unit planning in the morning followed by department / grade level unit plan development.

c. Superintendent

- 1) Capital Project – Mr. Hoose shared that the district has gone to bid on the roof projects. The extent of the work to be done will be dependent upon the bids that come in.

9. AUDIENCE PARTICIPATION: There were no requests to address the Board.

10. NEXT MEETING AGENDA REVIEW – There were no items added to the next agenda.

11. EXECUTIVE SESSION

In accordance with Public Officer's Law Section 96, Subdivision 1, Ms. Van Donsel called for an Executive Session at 8:28 p.m. to discuss the medical, financial, credit, or employment history of a particular person.

Moved by Ms. Griffin, seconded by Mr. Natoli. Discussion: None

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

Ms. Davis-Howard departed at 9:00 p.m.

The Executive Session adjourned at 9:10 p.m.

Moved by Mr. Young, seconded by Mr. Stark. Discussion: None

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

12. ADJOURNMENT

As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn the Regular meeting at 9:10 p.m.

Moved by Mr. Natoli, seconded by Mr. Young. Discussion: None

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

Ms. Margaret Baccaro, Clerk

Interoperable Communications System Agreement

The parties to this Agreement shall be the County of Cortland, a municipal corporation of the State of New York, by Michael R. Park, its County Legislative Chairman (hereinafter "County") and _____, with its principal offices located at _____ (hereinafter "User").

Witnesseth:

WHEREAS, Cortland County operates a Department of Emergency Communications, which is headed by a Director, who, among other things, is responsible for administering the operation of a county-wide emergency communications center; and

WHEREAS, the Cortland County Interoperable Communications System ("CCICS") is an integrated system of equipment and facilities necessary for the provision of county-wide emergency communication services; and

WHEREAS, to provide for the safety and protection of the public and public safety responders, and to maintain the integrity of the CCICS, it is necessary to establish procedures for the use of the CCICS;

NOW, THEREFORE, in consideration of the benefits conferred and obligations incurred herein, the parties do mutually agree as follows:

1. **Purpose:** The CCICS is a system for providing emergency communication services, coordinated and operated by the County, which system includes, but is not limited to, communication towers, base stations, antennas, system controllers, equipment shelters, system frequencies, and subscriber radio equipment. The County hereby grants User access to the CCICS for the purpose of providing emergency communication services, subject to the terms of this Agreement.
2. **Term:** This Agreement shall take effect on January 1st, 2013 and shall be for a term of five years. Thereafter, this Agreement shall be automatically renewed without further action of the parties for three additional five year terms. Either party may terminate this Agreement by providing written notice, as provided for herein, at least sixty (60) days prior to the end of the five year term. Either party may terminate this Agreement for cause at any time, provided, however, that the party seeking to terminate shall provide written notice stating the cause and shall provide the other party thirty days to cure. Upon termination of this Agreement, unless otherwise authorized by the County, User agrees to remove any CCICS talk groups and frequencies from User's equipment at User's expense.
3. **Obligations of the Parties:**

3.1 - OWNERSHIP AND USE OF RADIO EQUIPMENT - The County hereby grants to User the rights to use, and operate the radio equipment listed on Exhibit A (hereinafter "County-assigned equipment"), attached hereto and made a part hereof. The County shall own such equipment for a period of twenty years which shall commence on January 1st, 2013 and upon the expiration of said twenty year period, ownership shall transfer to User unless the county requests the return of same prior thereto. The User's obligation to return the equipment provided hereunder shall survive the expiration or termination of this agreement. User agrees not to sell, transfer or pledge this equipment without the prior written approval of the county. User agrees to repair and replace the County-assigned equipment under the terms of the warranty, as provided for in §3.3 of the Agreement. User agrees to repair and/or replace any broken or lost equipment at User's expense. If for any reason,

User fails to use such equipment, User shall notify the County and if requested by the County, shall return such equipment to the County in working order within 30 days of the request of the County.

3.2 - **PAYMENT** - The County has bonded and leased debt costs associated with the purchase of the County-assigned equipment and contractual obligations in connection with FCC rebanding. As such, the County agrees to provide the County-assigned equipment listed on Exhibit A to the User without charge therefore.

3.3 - **EQUIPMENT MAINTENANCE** - User is responsible for the operational integrity and compatibility of all County-assigned equipment, as well as any User-owned subscriber equipment (i.e. portables, mobiles, vehicular repeaters, and control stations) that interfaces with the CCICS. User shall, at its own cost and expense, maintain all such equipment in proper working order in accordance with factory and CCICS specifications and cause all replacements, hardware or software upgrades or modifications, and repairs to be made timely to any such equipment that interfaces with the CCICS. To ensure system integrity, User shall use only a factory-authorized radio service shop(s), approved by the County, to perform the maintenance, upgrading, modification, or repair of such equipment. With respect to County-assigned equipment, User agrees to provide for the repair and/or replacement of such equipment through the warranty to the extent covered by said warranty. Upon expiration of said warranty, User shall continue to maintain such equipment in full working order at User's expense for so long as such equipment remains a part of the CCICS.

3.4 - **USE OF ADDITIONAL EQUIPMENT AND ACCESSORIES** - The County shall maintain a list of approved subscriber equipment, required options and feature sets, and related peripheral accessories, and User agrees to use only approved equipment while accessing the CCICS. User shall not assign new subscriber equipment to the network or add an accessory to a CCICS radio unless the make, model, options, and feature sets of the equipment/accessory have been tested and approved by the County. User may request that a particular radio or accessory be added to the list of approved equipment/accessories by providing the make and model number of the item as well as sufficient technical details to allow the County to determine if the equipment is compatible with the CCICS network and its critical operating features. User is advised that some CCICS feature sets (e.g. Advanced Digital Privacy encryption) may be proprietary to a particular vendor and may not properly interface with the CCICS.

It may be necessary for the USER to provide a sample of said equipment for testing on the system to verify it will not cause adverse effects to the system. User shall provide a sample of any equipment for the purpose of testing if requested to do so by the County.

The County shall present any and all requests or actions listed in this section to the Cortland County Communications Advisory Board hereinafter "CAB" for their review and endorsement prior to approval. User is further advised that the use of unapproved equipment or accessories may adversely affect the CCICS system.

3.5 - **EQUIPMENT PROGRAMMING** - The programming or reprogramming of any piece of radio equipment, including County-assigned equipment that interfaces with the CCICS, must occur through the use of designated authorized programming vendors and/or technicians. The County, upon consultation with the CAB, must approve in writing any programming or reprogramming to include the addition of non-CCICS licensed frequencies on such equipment, and such programming or reprogramming must be done by a County-approved vendor or technician.

3.6 - **SYSTEM FEATURES** - User may request the County to make changes to feature sets and talk groups. The County, upon consultation with the CAB, will consider whether there is a demonstrated need for such change together with the potential impact of such on the network as a whole and for the other system subscribers.

3.7 - **SYSTEM KEYS** - The County may, at their discretion, make system keys available to User for purposes of accessing and changing radio programming settings. System keys shall remain the property of the County, and User shall return any system keys upon the request of the County. User shall not copy or transfer system keys to any entity without the prior written authorization of the County.

3.8 - **SYSTEM USE** - User agrees to use the CCICS and maintain its County-assigned or User-owned radio equipment in accordance with FCC rules and regulations and in accordance with CCICS policies and procedures. User agrees to use only those frequencies authorized by the County and further agrees to use the CCICS in a professional manner for official business purposes only. User shall attempt no repairs to county equipment unless authorized and shall not attempt to program or re-program equipment from the county or any source without the prior authorization of the County and CAB.

3.9 - **FAILURE TO COMPLY** - The County may, at their sole discretion, terminate User's IP address and remove the User-owned subscriber equipment from the CCICS for failure to comply with the terms of this Agreement; and reactivate User upon demonstration of compliance. Any failure to comply will be reported to the CAB.

4. **Liability**: In no event shall the County or CAB be liable to User or to any third party who acts in reliance on User for any damages resulting from this Agreement, including indirect, incidental, special or consequential. This limitation includes damages attributed to any malfunction of the CCICS system, regardless of the cause of action, arising out of or connection with a party's performance.
5. **System Governance**: At all times, User shall ensure that its officers, employees, volunteers and agents comply with FCC regulations applicable to the system. Consistent therewith the County shall establish policies and procedures for access to CCICS and for the operation of the CCICS, which policies and procedures shall be adopted by the County only after consultation with the CAB. The County agrees to make such policies and procedures available to User by mailing a written copy thereof and/or by posting them on its website. Users may request changes to the CCICS policies and procedures by submitting such request to the County, who shall consult with the CAB. Final approval of such changes remains with the County.
6. **Assignment**: Pursuant to General Municipal Law §109, User shall not assign any of its rights, interests or obligations under this Agreement, without the prior express written consent of the Chairman of the Legislature or the County.
7. **Statutory Compliance**: In acceptance of this Agreement, User agrees to comply in all respects with all Federal, State, and County laws and regulations which pertain to the services provided herein.
8. **Licenses and Permits**: User agrees that it will obtain at its own expense all licenses or permits necessary for the operation of its radio equipment prior to the commencement of its use of the CCICS.

9. **Appropriations:** It is understood by and between the parties that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement. No liability on account thereof shall be incurred by the County beyond funds appropriated and available for the purpose of this Agreement.
10. **Retention of Records:** User agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.
11. **Acceptance of Substituted Service:** The User hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).
12. **Dissolution/Consolidation Of Services:** Should the User dissolve under the provisions of state law and cease to exist as a municipal corporation, non-profit corporation or business corporation providing EMS or other services, any equipment provided by the county shall revert to the ownership of the County of Cortland and User agrees to return same to the County within thirty (30) days of dissolution. Should a municipal corporation's fire or police department be consolidated or dissolved, the municipal User agrees to return any requested equipment to the County within thirty (30) days' of dissolution or consolidation.
13. **Set-Off Rights:** The County of Cortland shall have all of its common law, equitable and statutory rights of set-off hereunder. These rights shall survive the expiration or termination of this agreement, to the extent same are applicable and shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to User (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, snow and ice payments, contractual payments, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies or monetary penalties and/or interest relative thereto.
14. **Personal Use Prohibited:** The User understands and agrees that the equipment provided hereunder and the frequencies owned by the county are for Fire, EMS, Police, Public Service and/or municipal use only. Inconsistent uses may constitute a breach of this agreement and may constitute a crime.
15. **No Arbitration:** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the Legislature of County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Cortland County or, if appropriate, in the Federal District Court with venue in the Northern District of New York, Syracuse division.

16. **Governing Law:** This Agreement shall be governed by the laws of the State of New York. User shall abide by all applicable federal, state and local laws, rules and regulations pertaining to the User's obligations hereunder for the duration of this agreement.
17. **Contract Modifications:** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both parties, except as otherwise provided in this Agreement.
18. **Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. **Clauses Required by Law:** The parties to this Agreement understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If through mistake or inadvertence, such provision is not inserted; such provision shall be deemed to have been inserted and shall have the full force and effect of law.
20. **Notices:** Notices provided for in this Agreement shall be delivered by mail to the following:

For Cortland County:
 County Administrator
 Mr. Martin Murphy
 60 Central Avenue
 Cortland, NY 13045

For User:

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the date and year hereafter written.

Dated: _____

County of Cortland

By: _____
 Michael R. Park, Legislative Chairman

Dated: _____

_____ User

By: _____

Exhibit A

The County shall provide User with the following pieces of radio equipment for use with the Cortland County Interoperable Communications System ("CCICS").

- 1 - XTS 1500 Model 1.5 Display Portables with Speaker Mic

79-c

SCHEDULE OF RESIGNATIONS AND LEAVES

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

Schedule Number: 11.08
Board Meeting Date: April 9, 2013
Color: White

A. Approval of Personnel Resignations and Leaves

INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REASON

NON-INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON

INSTRUCTIONAL/NON-INSTRUCTIONAL PERSONNEL:

LEAVE OF ABSENCE	POSITION	ORIGINAL APPOINTMENT	LEAVE DATES	REASON
Darrow, David	Science Teacher	09/01/1986	03/07/2013 – 04/14/2013 (Anticipated)	Medical 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: 2233

Board Meeting Date: April 9, 2013

Color: Yellow

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

Name	Title	List	Daily Rate	Remarks
Shephard, Kaylee	Substitute Teacher	A	\$85.00	Retroactive to 03/29/2013

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

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