

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Tuesday, May 28, 2013 at 7:00 p.m.**  
**Kaufman Center, 1 Valley View Drive, Cortland NY**

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**1. CALL TO ORDER**

**2. EXECUTIVE SESSION – 6:00 p.m.**

**3. RECALL TO ORDER and PLEDGE OF ALLEGIANCE**

*A Moment of silence to recognize the passing of Brenda Casteline, Barry and Randall School Keyboard Specialist*

**4. COMMUNICATIONS and RECOGNITION:**

- a. Kudos Korner
  - 1.) Cortland Jr.-Sr. High School Diploma Presentation – Christina Rose Ferrer
- b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes).
- c. Board Member Reports
  - 1.) Report on CNYSBA Annual Meeting Welch Allyn Lodge, Skaneateles – May 22, 2013
  - 2.) Audit Committee Report – May 15, 2013 Meeting
  - 3.) Discussion of Policy Governing Code of Conduct
  - 4.) NYSSBA 94<sup>th</sup> Annual Convention – October 24-26, 2013 Rochester NY
  - 5.) June 25 *Tentative* Board Meeting

**5. PRESENTATIONS: None**

**6. CONSENT ITEMS:**

- a. Minutes of May 14, 2013 Regular Meeting
- b. Minutes of May 21, 2013 Budget Vote / Election
- c. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education) Recommendations
- d. Health and Welfare Services Agreement – West Genesee Central School District
- e. Reasonable Assurance of Continued Employment
- f. Annual Cooperative Bidding Resolution

**7. OLD BUSINESS:**

- a. Continue Discussion on Adopting Standardized Testing Resolution

**8. NEW BUSINESS:**

- a. Financial Reports: Treasurer's Report, Trial Balance, Revenues, Intrafund Transfers, Appropriations, Warrant, Claims Monthly Report – March 2013
- b. Acceptance of Final Budget Vote and Election Results
- c. Approval of Summer Food Service Program Agreement
- d. Approval of OT/PT Contract Extensions with Cortland Regional Medical Center

**9. PERSONNEL ACTION:**

- a. Approval of Personnel Resignations and Leaves
- b. Approval of Non-Instructional Personnel Appointments
- c. Approval of Instructional Personnel Appointments
- d. Approval of Tenure Recommendations

**10. LEADERSHIP REPORTS:**

- a. Director of Business Operations
- b. Assistant Superintendent for Pupil and Personnel Service
- c. Superintendent
  - 1) Capital Project Change Order Review
  - 2) Virtual AP Computer Science A

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

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Tuesday, May 14, 2013 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, May 14, 2013 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, Mr. William Young and Ms. Alane Van Donsel

**Also Present:** Mr. Michael Hoose, Superintendent of Schools; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Ms. Susan Bridenbecker, Director Business Services; School and Community Representatives; Ms. Margaret Baccaro, Clerk

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

Ms. Van Donsel called for a moment of silence to recognize the passing of Mr. Richard Calale, retired math teacher, and Mrs. Katherine Duca, retired secretary Randall Elementary.

2. **COMMUNICATIONS and RECOGNITION:**

a. **Kudos Korner**

- 1) **SkillsUSA Competition**

The Board presented Megan Howard with a Certificate of Extraordinary Achievement for placing first in the Nursing Assistant category in the recent SkillsUSA competition. SkillsUSA, a national nonprofit organization, serves teachers and high school and college students who are preparing for careers in trade, technical and skilled service occupations, including health occupations.

- 2) **HOSA (Health Occupation Students of America) Spring Conference**

The Board offered congratulations and Certificates of Extraordinary Achievement to the following students for their achievements at the HOSA Spring Conference: Miranda Karn and Tanya Shevchuk, First Place Career Health; Devon Tennant, Second Place Medical Spelling; and Nicole Kenyon, Second Place Extemporaneous Writing. The purpose of the HOSA organization is to develop leadership and technical skill competencies through a program of motivation, awareness and recognition, which is an integral part of the Health Science Technology Education instruction program.

- b. **Audience Participation** – on items related to the Agenda - There were not requests to address the Board.

c. **Board Member Reports**

- 1.) **Reminders:**

a. Canceled May 13, 2013 – Meet the Candidates, JSHS Auditorium

b. May 21, 2013 Budget Vote / Election – The canvass of votes begins at 9:00 p.m. at the Kaufman Center

- 2.) **CNYSBA Annual Meeting** Welch Allyn Lodge, Skaneateles – May 22, 2013 - Members received a flyer on this annual event. Mr. Hoose will attend to represent the District.

- 3.) **Discussion of School Events Calendar** – Members received an end-of-year events calendar in their Board packets. They were asked to note events they planned to attend and return the calendar to Ms. Baccaro to summarize.

- 4.) **Discussion of Standardized Testing** – Ms. Davis-Howard began the discussion on Standardized Testing asking the Board to consider a resolution against Standardized State Testing for our district. Her reasons: drains money from your classroom, tests have no bearing on our children's education, they take time from instruction, and teachers are being evaluated on results before they have had an opportunity to integrate the common core into instruction. Children are feeling pressure that their teachers are being judged by how well they do on these tests. A lengthy discussion followed. Ms. Davis-Howard shared a resolution drafted by Baldwinsville School District. The purpose of the resolution is to make a statement and to send a message to Albany and the federal government to reexamine public school accountability systems.

- 5.) Discussion of Board Resolution Recognizing Teacher and School Staff Appreciation Week - Ms. Van Donsel provided members with a draft resolution that would formally recognize the District's teachers and school staff during staff appreciation week. Ms. Van Donsel proposed the Board add the resolution to the May 2014 Board agenda planning calendar. All members agreed.
- 6.) Distribute Board Self Appraisal – Each member received a Board Self Appraisal form to complete and return to Ms. Baccaro by Tuesday, May 21.

**3. PRESENTATIONS: None**

**4. CONSENT ITEMS:**

- a. Minutes of April 22, 2013 Regular Meeting
- b. Minutes of May 7, 2013 Public Budget Hearing
- c. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education)

**Recommendations**

610235321, 607000969, 610365275, 610289445, 610273496, 610279817, 607000123, 607000638, 610375288, 610261569, 607000457, 610328939, 610251613, 607000957, 607000919, 610362612, 607000628, 607000128, 610365056, 610295428, 610350606, 610295811, 607000145, 610273505, 607000446, 610384726, 610310071, 610283325, 610349951, 607000922, 610373829, 610253544, 607000130, 610319179, 610351540, 607000399, 607000769, 610361655, 610294413, 610345996, 610295866, 610350591, 607000647, 607000008, 607000857, 610349468, 607000960, 607000395, 610382604, 610270446, 610293747, 610264307, 610295915, 610241757, 610326113

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

**Moved by Ms. Davis-Howard, seconded by Ms. Griffin.**

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

**5. OLD BUSINESS: None.**

**6. NEW BUSINESS:**

- a. Rescind Acceptance of Surplus Auction Bid Award

**RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby rescinds the bid of \$820.00 for a 2003 Chrysler Voyager LX van #146, VIN 1C8GJ25393B233148. Andrew Hall, PO Box 205, Delphi Falls NY, 13206 through his bid on the Auctions International website failed to honor the bid.**

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

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

- b. Approval of Surplus Auction Bid Awards

**RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby accept the bid of \$830.00 for a 2003 Chrysler Voyager LX van #146, VIN 1C8GJ25393B233148. The high bidder was Emma Martinez of Yonkers, NY through her bid on the Auctions International website.**

**Moved by Ms. Davis-Howard, seconded by Mr. Natoli. Discussion: None**

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

**RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby accept the bid of \$820.00 for a 2002 Chrysler Voyager van #145, VIN 1C8GJ25322B658967. The high bidder was Kenneth J. Pipik of Endwell, NY through his bid on the Auctions International website.**

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

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

- c. Approval of the Section III Combined Cortland-Homer Varsity Boys Ice Hockey Team for 2013-14

**RESOLVED, upon the recommendation of the Superintendent, to approve the continuation of the Section III Combined Cortland-Homer Varsity Ice Hockey team for 2013-14 Winter Season as presented.**

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

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

- d. Approval of the Combined Cortland-Homer Varsity Boys Ice Hockey Agreement for 2013-14  
**RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the Combined Cortland-Homer Varsity Boys Ice Hockey Agreement for the 2013-14 School Year as presented.**  
 Moved by Mr. Natoli, seconded by Mr. Young. Discussion: None  
 Final Vote: Yes – 7, No – 0. Motion Carried.
- e. Approval of Appointment of Impartial Hearing Officer Mindy Wolman, Esq.  
**RESOLVED, upon the recommendation of the Superintendent, to approve the Appointment of Impartial Hearing Officer Mindy Wolman, Esq., as presented.**  
 Moved by Mr. Young, seconded by Ms. Griffin. Discussion: None  
 Final Vote: Yes – 6, No – 0, Abstain – 1 (Colongeli). Motion Carried.
- f. Approval of Appointment of Impartial Hearing Officer Craig Tessler, Esq.  
**RESOLVED, upon the recommendation of the Superintendent, to approve the Appointment of Impartial Hearing Officer Craig Tessler, Esq., as presented. Discussion: None**  
 Moved by Mr. Young, seconded by Mr. Natoli. Discussion: None  
 Final Vote: Yes – 7, No – 0. Motion Carried.
- g. Approval of Private School Transportation Requests for 2013-14  
**RESOLVED, upon the recommendation of the Superintendent, to approve the Private School Transportation Requests for 2013-14 as presented.**  
 Moved by Ms. Griffin, seconded by Mr. Young. Under Discussion Mr. Stark asked if the District had investigated combining services with neighboring districts to cut costs. Mr. Hoose responded that he would investigate and report back to the Board.  
 Final Vote: Yes – 7, No – 0. Motion Carried.
- h. Approval of Dedication Plaque – Colonel Arnald D. Gabriel Band Hall  
**RESOLVED, upon the recommendation of the Superintendent, to approve the Dedication Plaque for Colonel Arnald D. Gabriel Band Hall as presented.**  
 Moved by Mr. Colongeli, seconded by Mr. Young. Discussion: Members asked who would be covering the cost of the plaque. Board policy does not state who is responsible; therefore, members chose to table this item until costs were determined.  
 Final Vote: Yes – 7, No – 0. Motion Carried.
- i. Acceptance of Revised Scholarship Donation from JP Morgan Chase  
**RESOLVED, upon the recommendation of the Superintendent, to approve the Revised Scholarship Donation from JP Morgan Chase from \$1,000 to \$750 as presented.**  
 Moved by Mr. Young, seconded by Mr. Stark. Discussion: None  
 Final Vote: Yes – 7, No – 0. Motion Carried.
- j. Approval of the Renewal Proposal by Cayuga Medical Center of Ithaca for Athletic Training Services for 2013-14  
**RESOLVED, upon the recommendation of the Superintendent, to approve the Renewal Proposal by Cayuga Medical Center of Ithaca for Athletic Training Services for 2013-14, as presented.**  
 Moved by Mr. Young, seconded by Ms. Griffin. Under discussion members questioned if this service went out for bid. Ms. Bridenbecker responded no as this is a service agreement. She noted that Mr. Johnson, Athletic Director, has worked very hard to keep the costs of this service flat. When the services were contracted several years ago, there was at a significant savings. The District has been very pleased with Cayuga Medical's consistent, reliable service.  
 Final Vote: Yes – 6, No – 0, Abstain – 1 (Colongeli). 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 11.10.**  
 Moved by Ms. Griffin, seconded by Mr. Natoli. The retirements of Constance Starmer (twenty-seven years of service), Erwin Adam (twenty-six years of service) and Barbara Toomey (twenty-one years of service) were accepted with regret.  
 Final Vote: Yes – 7, No – 0. Motion Carried.

- b. Approval of Non-Instructional Personnel Appointments  
**RESOLVED, upon the recommendation of the Superintendent, to approve the appointments for Non-Instructional Personnel as presented on Schedule of Appointment 1088.**  
**Moved by Mr. Stark, seconded by Mr. Young. Discussion: None**  
**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 Schedule of Appointment 2236.**  
**Moved by Ms. Griffin, seconded by Mr. Stark. Discussion: None**  
**Final Vote: Yes – 7, No – 0. Motion Carried.**

**8. LEADERSHIP REPORTS:**

- a. Director of Business Operations  
Ms. Bridenbecker shared that Cortland County had notified her that they had received a check pertaining to Greek Peak/Hope Lake taxes. The County will be calculating the tax impact based upon the recent sale.
- b. Assistant Superintendent for Pupil and Personnel Service – No report.
- c. Superintendent
  - 1) Capital Project Change Order Review  
Mr. Hoose reviewed Change Orders GC-049, GC-050, and EC-042. There were questions regarding GC-049 and why this was not included in the original bid. Mr. Hoose will ask Mr. Mulherin, Lend Lease, to join us for the next meeting to review change order questions.
  - 2) TC3 College Now Partnership  
Mr. Hoose shared that he had received notice that seven Cortland seniors will receive associate's degrees, while still in high school, through the CollegeNow partnership with TC3.

**9. AUDIENCE PARTICIPATION:**

Ms. Amy Clark, Cortland teacher and parent, applauded the Board for considering a resolution to bring about change in standardized testing. She stated that the evolution of Standardized Testing is frightening to her as a teacher and a parent, and it gives her great hope, and would raise the morale of all teachers should the Board adopt a resolution.

**10. NEXT MEETING AGENDA REVIEW**

Board members agreed to hold an executive session at 6:00 p.m. on May 28 to review the Superintendent's evaluation.

**11. EXECUTIVE SESSION**

**In accordance with Public Officer's Law Section 96, Subdivision 1, Ms. Van Donsel called for an Executive Session at 8:25 p.m. to discuss the medical, financial, credit, or employment history of a particular person.**

**Moved by Mr. Stark, seconded by Mr. Natoli. Discussion: None**  
**Final Vote: Yes – 7, No – 0. Motion Carried.**

**The Executive Session adjourned at 9:25 p.m.**

**Moved by Ms. Griffin, seconded by Mr. Natoli. Discussion: None**  
**Final Vote: Yes – 7, 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 9:25 p.m.**

**Moved by Ms. Davis-Howard, seconded by Mr. Young. Discussion: None**  
**Final Vote: Yes – 7, No – 0. Motion Carried.**

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Tuesday, May 21, 2013 at 9:00 p.m.**  
 Kaufman Center, 1 Valley View Drive, Cortland NY

A special meeting of the Board of Education was held on May 21, 2013 at the Kaufman Center, 1 Valley View Drive, Cortland, New York, to canvass the preliminary results of the Budget Vote and Board Member Election held on May 21, 2013, from 12:00 – 9:00 p.m.

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

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE:** Ms. Van Donsel called the meeting to order at 9:50 p.m., and the Pledge of Allegiance was recited.
2. **CANVASSING OF VOTES**
  - a. The 2013-14 Budget Results are as follows:

**Proposition 1 Budget Preliminary Results: YES - 400 NO - 136**

**RESOLVED:** That the Board of Education of the Cortland Enlarged City School District be authorized to expend the sums set forth in the amount of \$45,329,626 and to levy the necessary tax therefore.

**Proposition 2 Vehicle Lease/Purchase Preliminary Results: YES - 385 NO - 149**

**RESOLVED:** Shall the Board of Education of the Cortland Enlarged City School District be authorized to acquire by either lease or purchase, and finance three 66 passenger buses, one 48 passenger wheelchair bus, one 7 passenger van and one pickup truck with snow plow at an estimated cost not to exceed \$543,000 including necessary furnishings, fixtures and equipment and all other costs incidental thereto, and to expend a total sum not to exceed \$543,000, which is estimated to be the total maximum cost hereof, and levy a tax which is hereby voted for the foregoing in the amount of \$543,000, subject to applicable amounts of state assistance available or to any revenues available for such purpose from any other source, which shall be levied and collected in annual installments in such years and in such amounts as may be determined by the Board of Education and in anticipation of the collection of such tax, bonds, notes and installment purchase contracts of the District are hereby authorized to be issued or executed at one time, or from time to time, in the principal amount not to exceed \$543,000, and a tax voted to pay the interest on said obligations when due?

**Proposition 3 Cortland Free Library Tax Preliminary Results: YES - 334 NO - 192**

**RESOLVED:** Shall the Cortland Free Library tax previously approved by the voters of the District be increased from the current \$350,000 to \$360,150 beginning July 1, 2013, to be raised by a tax upon the taxable property of the District in each year for general library purposes and to continue from year to year until modified or repealed by a subsequent vote?

**RESOLVED,** that the Board of Education of the Cortland Enlarged City School District accepts the budget vote , vehicle lease / purchase and Cortland Free Library tax increase results as presented above, and per the Tabulation Sheet, dated May 21, 2013, to be attached to this meeting's minutes.

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

**b. Board of Education Election Results:**

1A Daniel Sidebottom	<u>406</u>
1B Judith Murphy	<u>419</u>
Write-in: _____	_____
Write-in: _____	_____

**RESOLVED, by the Board of Education of the Cortland Enlarged City School District, Cortland, New York, that Daniel Sidebottom, and Judith Murphy are hereby declared elected to three-year terms as members of the Board of Education of said School District, commencing July 1, 2013, as presented above, and per the tabulation sheet dated May 21, 2013, to be attached to these minutes.**

**Moved by Mr. Colongeli, seconded by Mr. Young.  
Final Vote: Yes – 7, No – 0. Motion Carried.**

**3. ADJOURNMENT**

There being no further business to conduct, Ms. Van Donsel asked for a motion to adjourn the meeting at 10:02 p.m.

**Moved by Mr. Natoli, seconded by Mr. Colongeli.  
Final Vote: Yes – 7, No – 0. Motion Carried.**

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Ms. Margaret Baccaro, Clerk



**TABULATION SHEET - PRELIMINARY RESULTS  
CORTLAND ENLARGED CITY SCHOOL DISTRICT**

**ANNUAL SCHOOL BOARD ELECTION - May 21, 2013**

<b>Vote</b>	<b>DIST. 1 CITY (A-K)</b>	<b>DIST. 1 CITY (L-Z)</b>	<b>DIST. 9 CVLE</b>	<b>DIST. 10 VIRGIL</b>	<b>Absentee</b>	<b>TOTAL</b>
<b>Prop. #1: Budget YES</b>	96	161	43	49	51	400
<b>NO</b>	22	51	15	27	21	136
<b>Prop. #2: Bus YES</b>	84	159	45	41	56	385
<b>NO</b>	28	54	12	34	21	149
<b>Prop. #3: Library YES</b>	75	138	39	39	43	334
<b>NO</b>	37	71	18	35	31	192
<b>Board of Education</b>	<b>DIST. 1 CITY (A-K)</b>	<b>DIST. 1 CITY (L-Z)</b>	<b>DIST. 9 CVLE</b>	<b>DIST. 10 VIRGIL</b>	<b>Absentee</b>	<b>TOTAL</b>
<b>Daniel Sidebottom</b>	88	163	43	54	58	406
<b>Judith Murphy</b>	84	172	44	60	59	419
<b>Write-in:</b>						0
<b>Write-in:</b>						0
<b>Write-in:</b>						0
<b>Write-in:</b>						0
<b>Write-in:</b>						0

**CONTRACT FOR HEALTH AND WELFARE SERVICES**

THIS AGREEMENT made March 20, 2013, by and between the Board of Education of the **Cortland City School District**, party of the first part, and the Board of Education of West Genesee Central School District, party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in West Genesee Central School District, to begin on September 1, 2012, and to end June 30, 2013.

NOW, THEREFORE, the said party of the first part hereby agrees to pay the party of the second part the sum of **\$139.57** for health and welfare services to be provided under Section 912 to **1** child/children residing in said **Cortland City School District** and attending nonpublic schools in said West Genesee Central School District,

AND the party of the second part hereby agrees with the party of the first part that the health and welfare services provided shall consist of physician services, nurse services, and supplies and equipment for use by physician and/or school nurse. It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

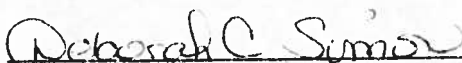
It is mutually agreed by and between the parties hereto that the per pupil charge shall be computed on actual district cost divided by the October 1<sup>st</sup> total public and nonpublic enrollment.

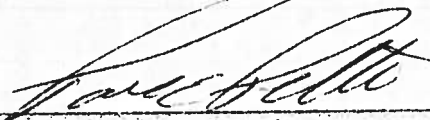
It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the **Cortland City School District** superintendent of schools.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

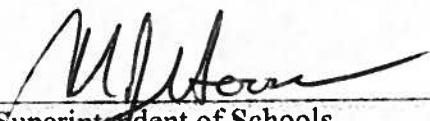
\_\_\_\_\_  
President, Board of Education  
Cortland City School District

\_\_\_\_\_  
Clerk, Board of Education  
Cortland City School District

  
\_\_\_\_\_  
President, Board of Education  
West Genesee Central School District

  
\_\_\_\_\_  
Clerk, Board of Education  
West Genesee Central School District

I have examined the above contract and hereby approve the same.

  
\_\_\_\_\_  
Superintendent of Schools  
Cortland City School District

Dated 5/16/13



Enlarged City School District

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**

1 Valley View Drive  
Cortland, New York 13045

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**MEMORANDUM**

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**TO:** Mr. Michael Hoose, Superintendent  
Members of the Board of Education

**FROM:** Susan Bridenbecker, Director of Business Services

**DATE:** May 21, 2013

**RE:** Reasonable Assurance of Continued Employment

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At the Board of Education meeting on May 28, 2013, I will ask that the following resolution be adopted:

**WHEREAS**, the Federal Unemployment Tax Act enacted under Public Law 94-566 and commonly referred to as the Unemployment Insurance Amendments of 1976, requires each state to provide unemployment insurance coverage to local government employees which by companion legislation was enacted in 1977 by New York State, and;

**WHEREAS**, it is required to send letters of reasonable assurance of continued employment to certain classes of employees for the 2013-14 school year stating that said continued employment will be in the same capacity and that the economic terms and conditions of employment will not be substantially less than that which the employee received during the prior school year;

**NOW, THEREFORE, BE IT RESOLVED**, that the Superintendent of Schools is hereby authorized and directed to initiate and forward letters of reasonable assurance of continued employment for services performed by certain employees during the 2013-14 school year.

### Annual Cooperative Bidding Resolution Notification

#### Resolution:

The Cortland Enlarged City Sch Dist. (hereafter known as "School District") agrees to participate in 2013-2014 (July 1, 2013 - June 30, 2014) municipal cooperative bids for the commodities checked  below as defined in various provisions of New York State General Municipal Law. The cooperative bids will be coordinated by the Onondaga-Cortland-Madison BOCES to ensure maximization of savings to each respective participating School District. Furthermore, that Deborah B. Ayers, Assistant Superintendent for Administration, Onondaga-Cortland-Madison BOCES, be designated to advertise, receive, open and award on behalf of the participating School District said bids and that the Board of Education of the BOCES reserves the right to reject any or all bids. The School District is not obligated to purchase from the awarded vendors for any bulk products or services.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> athletic/physical education equipment & supplies | <input checked="" type="checkbox"/> medical/nursing supplies & equipment |
| <input checked="" type="checkbox"/> audio visual equipment                           | <input checked="" type="checkbox"/> natural gas/electricity              |
| <input checked="" type="checkbox"/> auditing services                                | <input checked="" type="checkbox"/> paper and envelopes                  |
| <input checked="" type="checkbox"/> building condition survey                        | <input checked="" type="checkbox"/> refrigeration equipment service      |
| <input checked="" type="checkbox"/> building inspection services                     | <input checked="" type="checkbox"/> school bus/automotive parts          |
| <input checked="" type="checkbox"/> cafeteria paper/smallwares products              | <input checked="" type="checkbox"/> school furniture & equipment         |
| <input checked="" type="checkbox"/> computer paper                                   | <input checked="" type="checkbox"/> school/office supplies               |
| <input checked="" type="checkbox"/> computers, printers, software, etc.              | <input checked="" type="checkbox"/> science equipment & supplies         |
| <input checked="" type="checkbox"/> contract transportation                          | <input checked="" type="checkbox"/> scientific & graphing calculators    |
| <input checked="" type="checkbox"/> curtain inspection & treatment                   | <input checked="" type="checkbox"/> student accident insurance           |
| <input checked="" type="checkbox"/> custodial supplies & equipment                   | <input checked="" type="checkbox"/> student agendas                      |
| <input checked="" type="checkbox"/> digital printers & supplies                      | <input checked="" type="checkbox"/> telecommunications                   |
| <input checked="" type="checkbox"/> elevator maintenance and inspection service      | <input checked="" type="checkbox"/> textbooks                            |
| <input checked="" type="checkbox"/> fire system maintenance and inspection service   | <input checked="" type="checkbox"/> uniforms                             |
| <input checked="" type="checkbox"/> food/milk/ice cream/bread/produce                | <input checked="" type="checkbox"/> water system treatment               |
| <input checked="" type="checkbox"/> #2 fuel oil, gasoline, kerosene & diesel fuel    | <input checked="" type="checkbox"/> welding supplies/gases               |
| <input checked="" type="checkbox"/> HVAC maintenance/inspection services             |  |
| <input checked="" type="checkbox"/> musical instruments                              |  |

Other bids as identified during 2013-2014

Official Newspaper(s) Cortland Standard

Yes \_\_\_\_\_ No \_\_\_\_\_ Abstaining \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Education

\_\_\_\_\_  
Date of Resolution

**TABULATION SHEET - FINAL RESULTS  
CORTLAND ENLARGED CITY SCHOOL DISTRICT**

**ANNUAL SCHOOL BOARD ELECTION - May 21, 2013**

<b>Vote</b>	<b>DIST. 1 CITY (A-K)</b>	<b>DIST. 1 CITY (L-Z)</b>	<b>DIST. 9 CVLE</b>	<b>DIST. 10 VIRGIL</b>	<b>Absentee</b>	<b>TOTAL</b>
<b>Prop. #1: Budget YES</b>	96	161	43	49	51	400
<b>NO</b>	22	51	15	27	21	136
<b>Prop. #2: Bus YES</b>	84	159	45	41	56	385
<b>NO</b>	28	54	12	34	21	149
<b>Prop. #3: Cortland YES</b>	75	138	39	39	43	334
<b>Free Library Tax NO</b>	37	71	18	35	31	192
<b>Board of Education</b>	<b>DIST. 1 CITY (A-K)</b>	<b>DIST. 1 CITY (L-Z)</b>	<b>DIST. 9 CVLE</b>	<b>DIST. 10 VIRGIL</b>	<b>Absentee</b>	<b>TOTAL</b>
<b>Daniel Sidebottom</b>	88	163	43	54	58	406
<b>Judith Murphy</b>	84	172	44	60	59	419
<b>Write-in:</b>						0
<b>Write-in:</b>						0
<b>Write-in:</b>						0
<b>Write-in:</b>						0
<b>Write-in:</b>						0

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Attachment A

AGREEMENT TO FURNISH FOOD SERVICE FOR THE NEW YORK STATE SUMMER FOOD SERVICE PROGRAM (SPONSOR/SCHOOL)

THIS AGREEMENT is made and entered into between school food authority (SFA) CORTLAND SCHOOL DISTRICT and (sponsor) CATHOLIC CHARITIES

WHEREAS the (SFA) CORTLAND SCHOOL DISTRICT agrees to supply:

[ ] unitized meals and/or

[ ] meal components in bulk. The SFA agrees to provide serving directions and appropriate sized serving utensils to meet the required portion size for each component per meal service for the quantity of meals agreed upon for delivery.

It is further agreed that (SFA) CORTLAND SCHOOL DISTRICT, will deliver meals inclusive or exclusive (circle one) of milk and juice to (sponsor) CATHOLIC CHARITIES with and for the prices herein listed:

Breakfast.....\$ each Lunches.....\$ 2.70 each OR \$ 2.55 - NON DELIVER (MCGRAW) Snacks.....\$ each Supper.....\$ each

It is further agreed that (SFA) CORTLAND SCHOOL DISTRICT, pursuant to the provisions of the Summer Food Service Program regulations, attached copy of which is part of this agreement will assure that: said meals meet the minimum meal pattern requirements as to components and portion sizes, NYS sanitary codes are complied with and full and accurate records that the sponsor will need to be maintained in order to meet its responsibility including menus, production records containing the amounts of food prepared and portion sizes and the daily number of meals delivered by type.

To ensure that health and sanitation requirements are met at all times in the preparation and delivery of the summer meals, (SFA) CORTLAND SCHOOL DISTRICT will submit to (sponsor) CATHOLIC CHARITIES with this signed agreement a copy of the (SFA's) CORTLAND SCHOOL's quality control assurance plan that provides complete details on the quality assurance procedures for meal preparation, packaging of food items, transportation and delivery schedules, and food production monitoring methods used to ensure that all foods are handled in a safe and sanitary manner. The production/handling procedures for food (meal) assembly shall identify specific measures designed to monitor and assure the maintenance of personnel hygiene, sanitary conditions of the facility and the length of time associated with meal production periods. Food product temperature monitoring procedures shall provide a description of the procedures utilized to assure maintenance of safe food temperatures during all phases of handling, production, storage and shipment of meals. Once the program is in operation, (SFA) CORTLAND SCHOOL DISTRICT is responsible for submitting a copy of the records used for monitoring and recording food temperature during handling, production, storage, and delivery of the meals to (sponsor) CATHOLIC CHARITIES. (SFA) CORTLAND SCHOOL DISTRICT is also responsible for submitting samples of weights taken during program operations.

All records must be reported to the (sponsor) CATHOLIC CHARITIES promptly at the end of each month. (SFA) CORTLAND SCHOOL DISTRICT agrees also to retain records required under the preceding clauses for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture, NYS Education Department, and the General Accounting Office for audit or administrative review at a reasonable time and place.

In the event that the (SFA) CORTLAND SCHOOL DISTRICT is receiving Federal assistance under the National School Lunch, Breakfast Program, Special Milk Program, or is receiving donated commodities for use in its (name of program) FOOD SERVICE under this Agreement, all revenues shall be deposited into its nonprofit food service account and all expenditures made by the SFA in connection with this Agreement shall be paid from such account.

This Agreement shall be effective as of (date) 7-1-2013. It may be terminated by notice in writing given by either party hereto to the other, at least 14 days prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

SFA (Officer of the Board of Education)		Sponsor (Member of Executive Board, Mayor, etc.)	
Title	Date	Title	Date
Location of food preparation centers(s): <u>McEVON BOCES AND CORTLAND JSHS</u>			



**AGREEMENT TO PROVIDE PHYSICAL THERAPY SERVICES**

**OF**

**CORTLAND REGIONAL MEDICAL CENTER**

**TO**

**CORTLAND PUBLIC SCHOOL DISTRICT**

This AGREEMENT is made the \_\_\_\_ day of May 2013, 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. Cortland Regional Medical Center represents and warrants that it, nor its employees or contractors, are not excluded from participation in, and is not otherwise ineligible to participate, in a "federal health care program", including but not limited to Medicaid and Medicare, as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government program.

In the event that Cortland Regional Medical Center or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, Cortland Regional Medical Center agrees that it will notify the District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify the District of the exclusion constitutes a material breach of this agreement and cause for the District to terminate the agreement immediately.

C. 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.

D. 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.

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

F. 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> 2013 for school year 2013-2014. 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 2013-2014, 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, unless required by New York State or Federal Law.

#### **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) (l) 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:  
Business Office Administrator  
Cortland Public School District  
1 Valley View Drive  
Cortland, New York 13045

For the Hospital:  
Mary Wright, V.P. LTCS  
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:**

\_\_\_\_\_  
**Mary Wright, 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 May 2013, 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. Cortland Regional Medical Center represents and warrants that it, nor its employees or contractors, are not excluded from participation in, and is not otherwise ineligible to participate, in a "federal health care program", including but not limited to

Medicaid and Medicare, as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government program.

In the event that Cortland Regional Medical Center or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, Cortland Regional Medical Center agrees that it will notify the District in writing of the exclusion within three (3) business days after learning of the exclusion. Failure to notify the District of the exclusion constitutes a material breach of this agreement and cause for the District to terminate the agreement immediately.

C. 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.

D. 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.

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

F. 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> 2013 through August 31<sup>st</sup>, 2014. 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 2013-2014 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 \$247,844.00**

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, unless required by New York State or Federal Law.

**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.

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**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.

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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.

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Cortland, New York 13045

For the Hospital:  
Mary Wright VP, LTCS  
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:**

\_\_\_\_\_  
**Mary Wright, VP, Long Term Care Services**

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



99-d

# SCHEDULE OF RESIGNATIONS AND LEAVES

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

Schedule Number: 11.11  
Board Meeting Date: May 28, 2013  
Color: White

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

**INSTRUCTIONAL PERSONNEL:**

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REASON
Feissner, Paul	Music-Strings	09/01/2008	07/01/2013	Resignation.
Gibbons, Brittanie	Special Education	09/01/2006	06/16/2013	Resignation.

**NON-INSTRUCTIONAL PERSONNEL:**

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON

**INSTRUCTIONAL/NON-INSTRUCTIONAL PERSONNEL:**

LEAVE OF ABSENCE	POSITION	ORIGINAL APPOINTMENT	LEAVE DATES	REASON
Maney, Katharine	Guidance Counselor	09/01/2010	(09/01/2013 – 12/03/2013) Anticipated	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**  
**TENURE APPOINTMENTS – ADMINISTRATORS AND INSTRUCTIONAL STAFF**

Schedule Number: 2237  
 Board Meeting Date: May 28, 2013  
 Color: Purple

**TENURE RECOMMENDATIONS**

NAME	TITLE/SCHOOL	TENURE EFFECTIVE DATE	TENURE AREA	DEGREE	GRADUATE HOURS	CERTIFICATION STATUS/AREA	SALARY
Bender, Jesse	Art/JSHS	09/01/2013	Art	MA	42	Visual Arts	\$750
Giroux, Cory	Social Studies/JSHS	09/01/2013	Social Studies	MS	30	Social Studies 7-12	\$750
Greco, Allison	Science/JSHS	09/01/2013	Science	MS	40	Biology 7-12	\$750
Phetteplace, Sharon	Music/JSHS-Virgil	09/01/2013	Music	MS	33	Music	\$750
Coye, Sarah	Elementary/Parker	10/12/2013	Elementary	MS	36	Childhood Education (Grades 1-6)	\$750*

\*To be pro-rated

## SCHEDULE OF APPOINTMENTS

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

Schedule Number: **2238**

Board Meeting Date: **May 28, 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.**

<b>Name</b>	<b>Title</b>	<b>List</b>	<b>Daily Rate</b>	<b>Remarks</b>
Tucci-Kamps, Tirzah-Jo	Substitute Teacher	A	<i>\$90.00</i>	
White, Jennifer	Substitute Teacher	A	\$85.00	Retroactive to 05/20/2013

Revision in italics

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

# SCHEDULE OF APPOINTMENTS

## ADMINISTRATORS AND INSTRUCTIONAL STAFF

To Fix Salaries and Schedule Conditions for the School Year 2013-14

Schedule Number: 2239  
 Board Meeting Date: May 28, 2013  
 Color: White

NAME	POSITION/ LOCATION	TYPE OF APPT	DATE EFFECTIVE	PROB ENDS	TENURE AREA	CERT/DEGREE	REMARKS	SALARY
Canestaro, Charles	Science/JSHS	Probationary	09/01/2013	08/31/2016	Science	Physics/Initial - pending	Charles will fill the Physics Teacher vacancy due to retirement.	Step A1 \$38,761
								Grad Hrs \$
								Master's \$
								TOTAL \$38,761.00