

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, June 11, 2013 at 7:00 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY

1. CALL TO ORDER and PLEDGE OF ALLEGIANCE

A Moment of silence to recognize the passing of Alyssa and Tyler Mead.

2. COMMUNICATIONS and RECOGNITION:

- a. Kudos Korner
 - 1.) Student Composer Jason Wright
- b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes).
- c. Board Member Reports
 - 1.) NYSSBA 94th Annual Convention – October 24-26, 2013 Rochester NY - Participation

3. PRESENTATIONS:

- a. Downtown Tax Abatement – Mr. Richard Cunningham, Thoma Development Consultant
- b. District RtI (Response to Intervention) Committee
- c. Capital Project Update – Mr. Jim Mulherin, Lend Lease and Mr. Scott Duell, Tetra Tech Architects and Engineers

4. CONSENT ITEMS:

- a. Minutes of May 28, 2013 Regular Meeting
- b. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education) Recommendations
- c. Approval of BOCES Agreements and Resolution:
 - 1.) Equivalent of Attendance Program
 - 2.) Employment Preparation Education Program
 - 3.) Adult Continuing Education Resolution

5. OLD BUSINESS:

- a. Continue Discussion on Adopting Standardized Testing Resolution

6. NEW BUSINESS:

- a. Approval of Service Contract between Cortland Enlarged City School District and Advantage Sport & Fitness Inc. for the JSHS Fitness Room
- b. Declaration of Surplus Vehicles
- c. Approval of Inter-Municipal Agreement for Internal Audit Services with QUESTAR III BOCES

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
 - 1.) Summer Jobs Lottery
- b. Assistant Superintendent for Pupil and Personnel Service
 - 1.) Recruitment Update
- c. Superintendent
 - 1.) Legislative Update from Senator James L. Seward
 - 2.) 2013-14 Non-resident Tuition Rates

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

- 10. NEXT MEETING AGENDA REVIEW**
- 11. EXECUTIVE SESSION**
- 12. ADJOURNMENT**

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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

A Regular Meeting of the Board of Education was held on Tuesday, May 28, 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:** Ms. Van Donsel called the meeting to order at 6:00 p.m.

2. **EXECUTIVE SESSION**

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

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

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

The Executive Session adjourned at 7:05 p.m.

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

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

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

Ms. Van Donsel recalled the meeting to order at 7:09 p.m., and the Pledge of Allegiance was recited.

Ms. Van Donsel called for a moment of silence to recognize the passing of Ms. Brenda Casteline, Barry and Randall School Keyboard Specialist.

Ms. Van Donsel welcomed Boy Scout Troop 197 to the meeting. The scouts are working towards their *Citizenship in the Community* merit badges.

Ms. Griffin offered congratulations to the CHS boys baseball team for winning the league for the first time since 2000, and as Section III champions for the very first time.

4. **COMMUNICATIONS and RECOGNITION:**

a. Kudos Korner

1.) Cortland Jr.-Sr. High School Diploma Presentation – Christina Rose Ferrer

The Board presented Christina Rose Ferrer with her Cortland High School Diploma awarded in January 2013.

b. Audience Participation – There were no request to address the Board.

c. Board Member Reports

1.) Report on CNYSBA Annual Meeting Welch Allyn Lodge, Skaneateles – May 22, 2013

Mr. Hoose attended the CNYSBA annual meeting featuring Susan Arbetter, Albany correspondent and host of public radio's *The Capitol Pressroom*. He reported that Ms. Arbetter moderated an informative panel discussion covering many of the most pressing issues facing public education in New York State.

2.) Audit Committee Report – May 15, 2013 Meeting

Ms. Bridenbecker reported the Audit Committee had met with the District's external auditor, Tom Lauffler, Ray Wager Assoc., on May 15 to review the procedure for the upcoming year's financial audit.

3.) Discussion of Policy Governing Code of Conduct

Ms. Griffin provided a copy of a Code of Conduct written in the 1990s. She asked Mr. Hoose and Mrs. Riley to share this with the current Code of Conduct Committee. Ms. Riley will share this with the committee.

4.) NYSBA 94th Annual Convention – October 24-26, 2013 Rochester NY

Members received information pertaining to the NYSSBA Annual Convention, October 24-26, 2013 in Rochester NY. Members agreed that anyone who wants to attend should as it is a very valuable experience, especially for new Board members. Members were asked to check their calendars for availability, as registering by June 30 would save the district \$50 per registrant.

5.) June 25 Tentative Board Meeting

At the recommendation of Superintendent Hoose, members agreed to conduct the tentatively scheduled June 25 Board meeting as he is planning to recommend several personnel appointments.

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 Recommendations (Committee on Special Education/Committee on Pre-school Special Education)

607000726, 610346282, 610317808, 607000073, 610317761, 607000195, 607000657, 610267320, 607000784, 607000169, 610395646, 610395270, 610273521, 607000516, 607000730, 607000633, 607000019, 607000475, 610271227, 610352501, 610391085, 607000627, 607000630, 607000499, 610283325, 607000191, 610282883, 610335006, 607000713, 607000131, 610319179, 610303562, 610350799, 610284793, 610364130, 610294223, 610395649, 610365136, 610395305, 610386637, 610295915

- d. Health and Welfare Services Agreement – West Genesee Central School District
- e. Reasonable Assurance of Continued Employment
- f. Annual Cooperative Bidding Resolution

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

Moved by Mr. Young, seconded by Mr. Stark.

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

7. OLD BUSINESS:

- a. Continue Discussion on Adopting Standardized Testing Resolution

Ms. Davis-Howard urged the Board to join others from around the state in a campaign to raise awareness about how state standardized testing is taking a toll on students and teachers by narrowing the curriculum and placing stress on students. Mr. Hoose noted that Commissioner King has launched an effort to rebut criticism of state testing practices, and provided information on SEDs counter-offensive on testing controversies. Ms. Davis-Howard shared that districts are pushing back against the state by approving resolutions condemning the over-emphasis on standardized testing. She asked members to review a sample resolution she had previously distributed via e-mail, and provide her with feedback on desired changes. She will rework the resolution and present it for further discussion at the next meeting.

8. NEW BUSINESS:

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

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

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

Final Vote: Yes – 6, No – 0, Abstained – 1 (Colongeli). Motion Carried.

- b. Acceptance of Final Budget Vote, Election Results, and Cortland Free Library Vote

Proposition 1: Budget Vote Final Results – YES: 400; NO: 136

RESOLVED, that the Board of Education of the Cortland Enlarged City School District accept the final budget vote and vehicle lease/purchase results as stated above and as presented on the tabulation sheet dated May 21, 2013, to be attached to these minutes.

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

Final Vote: Yes – 6, No – 0, Abstained – 1 (Colongeli). Motion Carried.

Proposition 2: Vehicle Lease/Purchase Vote Final Results – YES: 385; NO: 149

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

Moved by Mr. Young, seconded by Mr. Colongeli. Discussion: none

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

Proposition 3: Cortland Free Library Vote Final Results – YES: 334; NO: 192

RESOLVED, that the Board of Education of the Cortland Enlarged City School District accept the final Cortland Free Library vote results as stated above and as presented on the tabulation sheet dated May 21, 2013, to be attached to these minutes.

Moved by Mr. Natoli, seconded by Ms. Davis-Howard. Under discussion Mr. Hoose explained that the District is not the taxing entity for the public library, we only serve to collect the tax.

Final Vote: Yes – 6, No – 0, Abstained – 1 (Colongeli). Motion Carried.

- c. Approval of Summer Food Service Program Agreement

RESOLVED, upon the recommendation of the Superintendent, to approve the Summer Food Service Program Agreement, as presented.

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

Final Vote: Yes – 6, No – 0, Abstained – 1 (Colongeli). Motion Carried.

- d. Approval of OT/PT Contract Extensions with Cortland Regional Medical Center

RESOLVED, upon the recommendation of the Superintendent, to approve the contract extension agreements between Cortland Enlarged City School District and Cortland Regional Medical Center, Inc. for OT/PT Therapy Service for the 2013-14 school year as presented.

Moved by Ms. Griffin, seconded by Mr. Young. Under discussion Mr. Hoose clarified that when services are provided, they are recorded in session notes for billing. There was some question whether the time prescribed in session notes is actually being fulfilled.

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

9. PERSONNEL ACTION:

- a. Approval of Personnel Resignations and Leaves

RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the Resignations and Leaves as presented on Resignations and Leaves Schedule 11.11.

Moved by Mr. Natoli, seconded by Mr. Colongeli. Discussion: none

Final Vote: Yes – 6, No – 0, Abstained – 1 (Colongeli). Motion Carried.

- b. Approval of Non-Instructional Personnel Appointments – None.

RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the appointments for Instructional Personnel as presented on Schedules of Appointment 2238 and 2239.

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

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

- c. Approval of Tenure Recommendations

RESOLVED, upon the recommendation of the Superintendent, to approve the appointments for Tenure as presented on Schedule of Appointment 2237.

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

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

10. LEADERSHIP REPORTS:

- a. Director of Business Operations – None.

- b. Assistant-Superintendent for Pupil and Personnel Service – None.

- c. Superintendent

1.) Capital Project Change Order Review – Mr. Hoose reviewed one change order (#PC-030) which resulted in a credit to the District. A presentation with Tetra Tech and Lend Lease is planned for the next meeting.

2.) Virtual AP Computer Science A - Mr. Hoose was pleased to share that Cortland has three students enrolled in the Virtual AP Computer Science A course. Oswego, OCM, TST, and Cayuga-Onondaga BOCES as a consortium, have been awarded grant funding to increase student participation in Virtual Advanced Placement courses. This project plans to significantly increase AP enrollment in participating high schools by creating online courses where the courses are not offered locally.

- 3.) Driver Education – Mr. Hoose reported that the State Education Department has approved the requested changes to the District’s summer driver education application. Beginning this summer, driver education will be offered as a .5 credit course with no fee. The changes were prompted by the Board’s desire to reinstate driver education as a credit bearing course with no fee.
- 4.) Committee Opportunities for 2013-14 - Mr. Hoose provided a list of 2013-14 Board committee opportunities and asked members to prioritize their choices. The Board president will take preferences into consideration when the committees are formed.
- 5.) Mr. Hoose recognized Mr. Paul Feissner, who will be leaving the District and was in the audience, for the wonderful job he has done with our orchestra program. Mr. Hoose thanked him for his service and commitment to the District.

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

12. NEXT MEETING AGENDA REVIEW

- Capital Project Presentation by Lend Lease and Tetra Tech
- Continue Discussion on Standardized Testing Resolution

13. EXECUTIVE SESSION

In accordance with Public Officer’s Law Section 96, Subdivision 1, Ms. Van Donsel called for an Executive Session at 7:55 p.m. to discuss the medical, financial, credit, or employment history of a particular person.

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

The Executive Session adjourned at 9:05 p.m.

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

14. ADJOURNMENT

As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn the Regular meeting at 9:05 p.m.

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

Ms. Margaret Baccaro, Clerk

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

ANNUAL SCHOOL BOARD ELECTION - May 21, 2013

Vote	DIST. 1 CITY (A-K)	DIST. 1 CITY (L-Z)	DIST. 9 CVLE	DIST. 10 VIRGIL	Absentee	TOTAL
Prop. #1: Budget	96	161	43	49	51	400
	22	51	15	27	21	136
Prop. #2: Bus	84	159	45	41	56	385
	28	54	12	34	21	149
Prop. #3: Cortland	75	138	39	39	43	334
Free Library Tax	37	71	18	35	31	192
Board of Education	DIST. 1 CITY (A-K)	DIST. 1 CITY (L-Z)	DIST. 9 CVLE	DIST. 10 VIRGIL	Absentee	TOTAL
Daniel Sidebottom	88	163	43	54	58	406
Judith Murphy	84	172	44	60	59	419
Write-in: John Petrella					1	1
Write-in: Dorothy Green					1	1
Write-in: Robert Stevens					1	1
Write-in: Amy Barone					1	1
Write-in: Mary Ann Discenza					1	1



CORTLAND ENLARGED CITY SCHOOL DISTRICT
1 Valley View Drive
Cortland, New York 13045

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6/11/13 BOE mtg.

MEMORANDUM

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

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

DATE: May 31, 2013

RE: Equivalent of Attendance
Employment Preparation Education
Adult Education Sponsorship Agreement

The three (3) agreements listed above require Board of Education approval. The Equivalent of Attendance and Employment Preparation Education agreements allow our district residents to participate in the adult education programs. The Adult Education Sponsorship Agreement allows OCM BOCES to operate Adult Education Programs.

AGREEMENT BETWEEN THE

_____ School District

and the

Onondaga-Cortland-Madison Board of Cooperative Education Services

Effective July 1, 2013 – June 30, 2014

EQUIVALENT OF ATTENDANCE PROGRAM

This agreement will remain in force unless a request is submitted by the school district to terminate the agreement thirty (30) days from the date of notification.

The Onondaga-Cortland-Madison Board of Cooperative Educational Services agrees to provide the Equivalent of Attendance Program for residents of the district who are:

- (a) 16 and 17 years old (12 hours per week at the BOCES Adult Education Center, Morgan Road and the McEvoy Center, Cortland);
- (b) 18-20 years old and attend instruction at sites throughout the counties;
and
- (c) attend the program as approved by the district's E.O.A. designated contact person.

The training is in the High School Equivalency Program, Basic Education Instruction, English as a Second Language and Job Club. This agreement will be null and void if the Onondaga-Cortland-Madison BOCES fails to have the program approved by the New York State Education Department. The billing for this program will be once a year. The amount of billing shall be equal to the district's E.O.A. contact hours at \$5.00 per hour.

The BOCES shall assume responsibility for the attendance of the students and any inaccuracies or penalties a District may suffer shall be paid by the Onondaga-Cortland-Madison Board of Cooperative Educational Services.

President, BOCES Board of Education

Date

President, Local Board of Education

Date

AGREEMENT BETWEEN THE

_____ School District

and the

Onondaga-Cortland-Madison Board of Cooperative Education Services

Effective July 1, 2013 – June 30, 2014

EMPLOYMENT PREPARATION EDUCATION PROGRAM

This agreement will remain in force unless a request is submitted by the school district to terminate the agreement thirty (30) days from the date of notification.

The Onondaga-Cortland-Madison Board of Cooperative Educational Services agrees to provide the Employment Preparation Education program for residents of the district who are twenty-one (21) years or older. The education includes high school equivalency (GED, GED on TV, External Diploma Program), Basic Education, Life Skills, Occupational Training, Work Experience, and English as a Second Language. This agreement will be null and void if the OCM BOCES fails to have the program approved by the New York State Education Department.

President, BOCES Board of Education

Date

President, Local Board of Education

Date

ONONDAGA-CORTLAND-MADISON BOCES
Adult and Continuing Education Resolution

RESOLVED that the Board of Education of the _____
Central School District authorizes the Onondaga-Cortland-Madison Board of Cooperative
Education Services to operate Cooperative Adult and Continuing Education programs at no
charge to the district; without affecting their right to operate district programs.

WHEREAS school districts are authorized to provide Adult and Continuing Education
programs in a consortium administered by their BOCES, and

WHEREAS the number of enrollees in certain programs in a single school district does
not warrant the operation of those programs, and

WHEREAS there is ample evidence that there is a sufficient demand among adults in the
supervisory district to support self-sustaining instructional programs,

THEREFORE let it be resolved that the _____ Central
School District authorizes the Onondaga-Cortland-Madison BOCES to operate a self-sustaining
Adult and Continuing Education Comprehensive Program, during the 2013-2014 school year at
no charge to the district.

Authorized Signature, Superintendent

Date



SERVICE CONTRACT TERMS AND CONDITIONS

INDEMNIFICATION

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

DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

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

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

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

REASONABLE EFFORTS

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

PURCHASER ACCEPTANCE:

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

Date: _____ Name: _____

Signature: _____



To: Cortland Central School District
Date: May 24, 2013
Re: Service Proposal/Contract

In order to ensure the highest safety and operational status of your equipment, we recommend that you purchase a service contract with us to perform four regular maintenance inspections in a one-year period. This contract period will be from July 1, 2013 to June 30, 2014. If this contract is acceptable, **please sign this contract and the additional terms and conditions** and return them to me along with a purchase order. Please make a copy for your records. This contract will include the following:

I. REGULAR INSPECTIONS:

- a) Preventive Maintenance: See enclosed preventive maintenance procedures. Along with preventive maintenance procedures, we will do authorized repairs with parts carried on-site for the equipment listed in Attachment 1.
- b) Schedule for Visits: Your facility will receive one preventive service visit every three months to total four visits in a 12 month period. All service visits will be scheduled in advance at your convenience.
- c) Scheduled Months: We have scheduled your service visits for the months of August and November 2013 and February and May 2014; however, the first service visit will not be performed until at least 30 days after receipt of the signed contract.
- d) Charges: The cost in labor, travel and support for each inspection is \$424.50 and would include up to 4.5 hours of total labor. Additional labor hours would be billed at \$75/hr. Parts not covered by the manufacturer's warranty will be billed at a 10% discount, plus shipping and handling charges.
- e) Additional Service Charges: Additional service charges will be incurred for any equipment not listed in Attachment 1.

II. EMERGENCY VISITS:

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

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

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

III. PAYMENT:

The payment for the regular inspection portion of this agreement is \$1,698.00 payable in four payments of \$424.50 due on net-30 terms from the date of each inspection. Payment for additional labor and parts will be due on net-30 terms as the expenses are incurred. Prices quoted above are exclusive of any applicable sales tax.

Please contact me if you have any questions.

Andrea Fisher

Service Contracts Coordinator
adfisher@advantagefitness.com
607-257-2107 ext. 38

Signed: _____

Date: _____

Signed: _____

Print: _____

Date: _____

ATTACHMENT 1

**Cortland CSD
2013 Equipment List**

CARDIOVASCULAR EQUIPMENT

Item	Quantity
Cybex 700T Treadmill	2
Precor EFX546i Elliptical	2
ST Airforce Bike	2
Schwinn Windsprint	2
	8

STRENGTH EQUIPMENT

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

Approval Signature _____

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Transportation Department
 1 Valley View Drive
 Cortland, New York 13045-3297

Chuck Paquette
 Director of Transportation

MEMORANDUM

TO: Susan Bridenbecker, Director of Business Services
FROM: Chuck Paquette 
DATE: May 23, 2013
RE: Surplus vehicles

Susan:

With the passage of the proposition to purchase vehicles, the following Cortland Enlarged City School District vehicles should be declared "surplus" by the Board of Education as of July 1, 2013.

VEHICLE #	TYPE	YEAR	MAKE	MILES
11	SCHOOL BUS	2003	THOMAS	109,757
13	SCHOOL BUS	2004	THOMAS	91,415
15	SCHOOL BUS	2004	THOMAS	106,812
17	SCHOOL BUS	2004	THOMAS	124,365
627	PICK-UP TRUCK	1997	FORD 150	129,301

I recommend that the vehicles be placed on the Auctions International site to be disposed. We have had great success with this venue in the past.

Thank you for your attention.

AGREEMENT

AGREEMENT made this June 4, 2013 by and between the Rensselaer, Columbia and Greene Counties Board of Cooperative Educational Services, also known as and hereinafter referred to as "QUESTAR III" with its principal business address at 10 Empire State Boulevard, Castleton, New York 12033 and **Cortland City School District**, hereinafter referred to as "DISTRICT" with a principal business address at 1 Valley View Drive, Cortland, NY 13045.

WITNESSETH:

WHEREAS, Education Law, section 1950(4) (k), as amended by Chapter 263 of the Laws of 2005, provides that a board of cooperative educational services ("BOCES") has the power and duty to establish an internal audit function;

WHEREAS, Education Law, section 2116-b, as added by Chapter 263 of the Laws of 2005, directs that each school district establish an internal audit function to include, among other things, the development of risk assessment of district operations, a review of financial policies and procedures; the testing and evaluation of district internal controls; and an annual review of risk assessment;

WHEREAS, Education Law, section 2116-b authorizes school districts to use inter-municipal agreements to fulfill the internal audit function provided that such function comply with regulations of the Commissioner of Education and meet professional auditing standards;

WHEREAS, General Municipal Law, Article 5-G authorizes the District and Questar III to enter into an inter-municipal agreement to carry out any function or responsibility each has authority to undertake alone;

WHEREAS, QUESTAR III has established an internal audit function and appointed an internal auditor who will provide internal audit functions for QUESTAR III and is ready, willing and able to provide such functions for school districts as may be agreed upon;

WHEREAS, District is desirous of establishing an internal audit function and has determined that QUESTAR III can provide DISTRICT with professional expertise for such purpose; and

WHEREAS, DISTRICT has undertaken a reasonable review of the cost of obtaining professional audit services and has determined that obtaining such services through QUESTAR III will afford best value to the DISTRICT.

NOW, THEREFORE, in consideration of the mutual promises herein given, and other good and valuable consideration, it is agreed as follows:

1. **TERM.** The term of this AGREEMENT shall begin on 07/01/2013 and extend for, through and including 06/30/2014.
2. **WORK.** QUESTAR III shall perform for DISTRICT the services described in Appendix A (SCOPE OF WORK). QUESTAR III shall undertake such WORK in accordance with generally accepted professional practices and applicable regulations of the Commissioner of Education. WORK shall take place at mutually agreeable dates and times.
3. **EQUIPMENT AND OTHER RESOURCES.** Unless otherwise provided in the SCOPE OF WORK, DISTRICT shall provide all of the equipment, supplies, and any other resources required to complete the WORK.
4. **COMPENSATION.** QUESTAR III shall be compensated for the WORK as provided in Appendix B, "SCHEDULE OF FEES." Unless otherwise provided in Appendix B, QUESTAR III's fee shall be all inclusive.
5. **PAYMENT.** Payment for the WORK provided pursuant to this AGREEMENT is dependent upon the satisfactory completion of the WORK and faithful compliance with the terms and conditions of the AGREEMENT by QUESTAR III.
6. **INDEPENDENT CONTRACTOR.** QUESTAR III agrees to provide such WORK to DISTRICT as an independent contractor. It is mutually agreed that for purposes of providing this WORK, any employee or contractor of QUESTAR III shall not be an employee of DISTRICT, and shall neither hold himself/herself out nor claim to be an officer, employee, agent or representative of DISTRICT nor make any claim, demand or application to or for any right based upon any different status.
7. **LIMITS ON COMPENSATION.** QUESTAR III agrees that neither it nor any employee or contractor of it are entitled to participate in any benefit plan provided to the employees of DISTRICT; Worker's Compensation through DISTRICT; unemployment insurance benefits through DISTRICT; nor any other benefit, right and/or privilege available to employees of DISTRICT.
8. **INDEMNIFICATION.** DISTRICT is responsible for establishing and maintaining internal controls for its financial operations. Questar III shall not indemnify District for theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations on the part of District's employees, regardless of whether such theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations occurs before, during, or after completion of the WORK, and District shall not indemnify Questar III for theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations on the part of Questar III's employees under any circumstances.

9. **AVAILABILITY OF INFORMATION, RECORDS AND PERSONNEL.** DISTRICT shall be responsible for making all financial records, related information and relevant personnel available to Questar III as may be necessary for Questar III to complete WORK. DISTRICT is responsible for the accuracy and completeness of any such information. DISTRICT acknowledges that Questar III will not perform a detailed examination of all transactions and that there is a risk that material misstatements, illegal acts, or noncompliance may exist and not be detected during WORK. The internal audit shall preserve the confidentiality of all DISTRICT information and/or records unless otherwise required by law.
10. **REPORTING RESPONSIBILITIES.** Internal auditors assigned to perform WORK for DISTRICT shall report directly to the Board of Education of DISTRICT. The PARTIES agree that such internal auditors shall have suitable qualifications that allow him or her to undertake internal audit functions, as directed by DISTRICT'S Board of Education, in accordance with generally accepted professional practices and applicable regulations of the Commissioner of Education.
11. **SUBCONTRACTS.** QUESTAR III shall not enter into subcontracts for the performance of work pursuant to this AGREEMENT unless such subcontractors are approved by DISTRICT before the WORK is started.
12. **NON-ASSIGNMENT.** This AGREEMENT may not be assigned by either PARTY or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the OTHER PARTY and any attempt to assign the contract without such written consent will be null and void.
13. **DISPUTE RESOLUTION.** In the event either PARTY has a dispute relating to the execution of WORK or compensation for WORK, including but not limited to the applicability of professional standards for such WORK, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph fourteen (14) of this AGREEMENT.
14. **TERMINATIONS.** Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph thirteen (13) of this AGREEMENT.

15. **CONVERSION TO CO-SER.** In the event that a cooperative service agreement ("Co-Ser") is offered through QUESTAR III for the internal auditor services during the term of this AGREEMENT, each PARTY agrees that this AGREEMENT may be converted to a Co-Ser by mutual consent without compliance with the terms of paragraph fourteen (14).
16. **NOTICES.** Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) If to QUESTAR III:

Questar III
10 Empire State Blvd.
Castleton, New York 12033
Attn.: Harry Hadjiouannou, Assistant Superintendent

With a copy to:

Questar III
10 Empire State Blvd.
Castleton, New York 12033
Attn.: Susan M. DiDonato, Esq.

(b) If to District or BOCES

Mr. Michael Hoose
Superintendent of Schools
Cortland City School District
1 Valley View Drive
Cortland, NY 13045

17. **HEADINGS.** Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.
18. **FULL AGREEMENT.** This AGREEMENT, including all appendices, constitutes the full agreement between the PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

Date: _____ QUESTAR III

By: _____
James N. Baldwin, District Superintendent

Date: _____ Cortland City School District

By: _____

Name: _____

SCHEDULE OF RESIGNATIONS AND LEAVES

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

Schedule Number: 11.12

Board Meeting Date: June 11, 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
McConnell, Erin	Music	09/01/2012	09/01/2013 – 10/30/2013 (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.
Quinlan, Melissa	Broadcasting & Communications	09/01/2008	09/01/2013 – 10/11/2013 (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
Non-Instructional Personnel
To Fix Salaries and Schedule Conditions for the School Year 2013-14

Schedule Number: 1089

Board Meeting Date: June 11, 2013

Color: White

Last	First	Effective	Job Title	Remarks	Rate
Kostuk	Katherine	06/12/2013	Summer Labor	Returning	\$ 9.05
Cheetham	Haley	07/01/2013	Summer Labor	Returning	\$ 9.05
Toussaint	Nichole	07/01/2013	Summer Labor	Returning	\$ 9.05
Sweet	Zachary	07/01/2013	Summer Labor	Returning	\$ 9.05
Zupancic	Jack	07/01/2013	Summer Labor	New	\$ 9.05
Teichert	Juanita	07/01/2013	Summer Labor	New	\$9.05
Dovi	Katharine	07/01/2013	Summer Labor	New	\$ 9.05

SCHEDULE OF APPOINTMENTS

ADMINISTRATORS AND INSTRUCTIONAL STAFF

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

Schedule Number: 2240

Board Meeting Date: June 11, 2013

Color: White

NAME	POSITION/ LOCATION	TYPE OF APP'T	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 \$39,005 Grad Hrs \$ Master's \$
								TOTAL *\$39,005.00
Doubet, Thane	Science/JSHS	Probationary	09/01/2013	08/31/2015	Science	Chemistry 7-12/ Permanent	Thane will fill the Chemistry vacancy due to retirement.	Step R1 \$53,270 Grad Hrs \$1,840 Master's \$400
								TOTAL \$55,510.00
Frost, Rebecca	Science/JSHS	Probationary	09/01/2013	08/31/2016	Science	Biology 7-12/Initial	Rebecca will fill the Biology vacancy due to retirement.	Step A1 \$39,005 Grad Hrs \$1,800 Master's \$500
								TOTAL \$41,305.00
Reynolds, Kathryn	CSE/CPSE Chairperson/District	Probationary	07/01/2013	06/30/2016	Administration Special Education	School District Administrator/Permanent	Kathryn will fill the CSE/CPSE Chairperson position.	
								TOTAL \$81,105.00
Sundheim, Amy	Science/JSHS	Probationary	09/01/2013	08/31/2016	Science	General Science 7-12 Initial Extension Annotation Biology 7-12/Initial	Amy will fill the General Science vacancy due to retirement.	Step A1 \$39,005.00 Grad Hrs \$1,200.00 Master's \$500.00
								TOTAL \$40,705.00
Adelaida Fragoso	LOTE/JSHS	Probationary	09/01/2013	08/31/2015	Foreign Languages	Spanish 5-9 Professional Spanish 7-12 Professional	Adelaida will fill the French vacancy due to retirement.	Step A1 \$42,750.00 Grad Hrs \$ Master's \$
								TOTAL \$42,750.00

NAME	POSITION/ LOCATION	TYPE OF APPT	DATE EFFECTIVE	PROB ENDS	TENURE AREA	CERT/DEGREE	REMARKS	SALARY
Joy Morgan	LOTE/JSHS	Probationary	09/01/2013	08/31/2016	Foreign Languages	French 7-12 Initial	Joy will fill the French vacancy due to retirement.	Step A1 \$40,462.00 Grad Hrs 21 \$840.00 Master's \$ TOTAL \$41,302.00
Kristin Bacher	.5 FTE English	N/A	09/01/2013	N/A	N/A	Adolescence Education 7-12 & English Initial	Kristin will fill the .5 FTE English Teacher position.	Step \$39,005.00 Grad Hrs \$720.00 Master's \$ TOTAL \$39,725.00*

*2013-14 rate revision in italics

**Pro-rated

Mentor Appointments

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

Schedule Number: 2241
Board Meeting Date: June 11, 2013
Color: White

TITLE	APPOINTMENT	YR	AMOUNT	Remarks
Mentor	Esther Davis		\$ 350.00	
Mentor	Michele Hughes		\$ 350.00	
Mentor	Cara Smith		\$ 350.00	
Mentor	Kelly Peri		\$ 350.00	
Mentor	Karen Curran		\$ 350.00	
Mentor	Lois Meyer		\$ 350.00	
Mentor	Gail Renninger-Smith		\$ 350.00	
Mentor	Lois Creighton		\$ 350.00	
Mentor	Kathy Reynolds		\$ 350.00	
Mentor	Maria DeRado		\$ 350.00	
Mentor	Eileen Allen		\$ 350.00	
Mentor	Jennifer Spaulding		\$ 350.00	
Mentor	Amy Bonawitz		\$ 245.00	Pro-rated 09/01/12 – 03/22/2013
Mentor	Crista Stark		\$ 245.00	Pro-rated 12/01/12 – 06/30/2013