

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

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**
2. **EXECUTIVE SESSION (6:00 p.m. if needed)**
3. **RECALL TO ORDER and PLEDGE OF ALLEGIANCE**
4. **COMMUNICATIONS and RECOGNITION:**
 - a. Kudos Korner: None
 - b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes).
 - c. Board Member Reports
 - 1) President's Report
 - (a) Capital Project BAN Summary
 - (b) Progress on Filling Board Vacancy
 - 2) Audit Committee
5. **PRESENTATIONS:**
 - a. Food Service – Frances Zaryski, Cafeteria Manager
 - b. Master Scheduling – Greg Santoro
6. **CONSENT ITEMS:**
 - a. Minutes of June 26, 2012 Regular Meeting
 - b. Minutes of July 3, 2012 Organizational Meeting
 - c. Minutes of July 9, 2012 Special Meeting
 - d. CSE/CPSE Recommendations
7. **OLD BUSINESS:**
 - a. Approval of Cafeteria Prices
8. **NEW BUSINESS:**
 - a. Declaration of Surplus Vehicles
 - b. Approval of Inter-Municipal Agreement for Internal Audit Services with Questar III BOCES
 - c. Approval of BOCES Transportation Request for Special Ed Program
 - d. Approval of OCM BOCES Services Contract AS-7
 - e. Approval of 3-Year Contract, June 1, 2012-June 1, 2015, with Matthews Buses, Inc. for Warranty Parts and Labor
 - f. Approval of Proposed Settlement Agreement with Hope Lake Condominium/Hope Lake Investors, LLC
 - g. Approval of Food Service Agreement with St. Mary's
 - h. Approval of New Fee for Tax Searches
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 Substitute Nursing Rates for 2012-13
10. **LEADERSHIP REPORTS:**
 - a. Director of Business Operations
 - b. Assistant Superintendent for Pupil and Personnel Services
 - 1) Recruitment Update
 - c. Superintendent
 - 1) Achievement Data

- 2) Governor's Veto of NY Senate Bill S.7722-A
- 3) Willowbrook Golf Club – 2012 Golf Team Plan and Range Agreement

11. **AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).**
 12. **NEXT MEETING AGENDA REVIEW**
 13. **ADJOURNMENT**
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CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, June 26, 2012 – Regular Meeting 7:00 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY

A regular meeting of the Board of Education was held on Tuesday, June 26, 2012 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

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

Also Present: Dr. John Lutz, Interim Superintendent of Schools; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Cortland Standard Representative; School and Community Representatives; Ms. Margaret Baccaro, Clerk

1. **CALL TO ORDER:** Mr. Lyman called the meeting to order at 6:00 p.m.

2. **EXECUTIVE SESSION**

In accordance with Public Officer's Law Section 96, Subdivision 1, Mr. Lyman called for an Executive Session to discuss the medical, financial, credit or employment history of particular persons.

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

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

The Executive Session adjourned at 7:20 p.m.

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

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

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

Mr. Lyman recalled the meeting to order at 7:23 p.m. and the Pledge of Allegiance was recited.

4. **COMMUNICATIONS and RECOGNITION**

a. Kudos Korner – None.

b. Audience Participation – on items related to the Agenda (Speakers are asked to limit their comments to two minutes.) There were no requests to address the Board.

c. Board Member Reports

1) President's Report

This being Mr. Lyman's last meeting as a Board member, he thanked the Community for providing him the honor to serve. Members and audience members applauded his service.

2) NYSSBA Annual Convention – October 25-27, 2012, Rochester NY

a) NYSSBA Annual Convention – Ms. Griffin, Mr. Natoli, and Ms.

Van Donsel confirmed that they will attend the NYSSBA Annual Convention. Ms. Baccaro will process conference and hotel reservations.

b) Breakfast – Small Cities – Members attending the conference will be registered for the Small Cities Breakfast.

c) Annual Business Meeting – Mr. Lyman asked members who will be attending the conference to consider volunteering as the Board of Education Legislative Liaison. The Board will appoint, at the July 3 Organization Meeting, a liaison and alternate.

5. **PRESENTATIONS**

a. CNYSBA Representative

Mr. Lawrence Lyon addressed the Board on behalf of the CNYSBA Board of Directors. He shared the mission of CNYSBA, and explained who they serve and what this organization offers districts. He thanked outgoing President Lyman for his commitment to the students of the District and to the Cortland community, and presented him with a complementary CNYSBA gift mug.

b. Code of Conduct – Public Hearing

Ms. Riley reviewed and explained the proposed changes to the Code of Conduct. The purpose of the code is to make sure we are informing our students, parents, and members of the school community of their respective rights and responsibilities as they attend school, school events and school sponsored activities. The Code of Conduct is reviewed annually by a committee of students, community members and staff, and recommendations come before the Board twice, once for a review and then for final approval. Once approved the revised code must be sent to the Commissioner's office to be kept on file. Ms. Riley asked Board members to let her know if they had any questions or concerns.

c. Capital Project

Lee Stepp and Mark Bouley of Tetra Tech Architects & Engineering provided a PowerPoint presentation that highlighted construction progress since school adjourned for the summer. In addition, they reviewed what is expected to be accomplished over the summer.

6. CONSENT ITEMS

a. Minutes of June 12, 2012 Regular Meeting

b. Approval of CSE/CPSE Recommendations

610235321, 610322291, 610392192, 610397020, 607000429, 610370907, 610375505, 610351024, 610375509, 607000073, 607000113, 607000176, 610380835, 610385248, 610275341, 610284811, 610284886, 607000123, 610212627, 607000147, 607000164, 610265428, 610324606, 610353329, 610346089, 610261569, 610395066, 607000178, 610385249, 610236420, 610374601, 610366731, 610353495, 610284335, 607000467, 610271227, 610374773, 607000452, 610328958, 607000128, 607000382, 610295640, 610354497, 610364982, 607000446, 610308249, 610341870, 607000459, 610283325, 610385239, 610253538, 610252433, 610246774, 607000131, 610396889, 610350920, 610294082, 610348606, 610372886, 610350591, 607000218, 607000219, 607000011, 607000196, 610260381, 607000132

c. Annual Cooperative Bidding Resolution

d. Approval of BOCES Agreements and Resolution:

- 1) Equivalent of Attendance Program,
- 2) Employment Preparation Education Program
- 3) Adult and Continuing Education Resolution

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

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

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

7. OLD BUSINESS – None.

8. NEW BUSINESS

a. Financial Reports: May 2012

Resolved, upon the recommendation of the Superintendent, to accept Financial Reports dated May 2012 as presented.

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

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

b. Code of Conduct – 1st Reading Approval

Resolved, upon the recommendation of the Superintendent, to approve the 1st reading of proposed revisions to the Code of Conduct as presented.

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

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

c. Approval of Cafeteria Prices

Resolved, upon the recommendation of the Superintendent, to adopt the breakfast/lunch prices for 2012-13 as presented.

Moved by Mr. Young, seconded by Ms. Griffin. Discussion: Under discussion members expressed concern regarding increasing lunch prices. Ms. Wendy Swift will be invited to a future meeting to provide further information.

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

- d. Approval of CRMC Related Services Contract
Resolved, upon the recommendation of the Superintendent, to approve the Related Services Contract between Cortland Enlarged City School District and Cortland Regional Medical Center for Summer 2012 Services for Physical, Occupational and Speech Therapy, as presented.
Moved by Ms. Griffin, seconded by Mr. Klinger. Discussion: None.
Final Vote: Yes – 7, No – 0. Motion Carried.
- e. Acceptance of Board Member Resignation
The Board accepted with deep regret the resignation of Mr. Paul Klinger. They expressed thanks for his outstanding service to the District and the Community.
Moved by Mr. Natoli, seconded by Mr. Young. Under discussion Mr. Lyman voiced that Mr. Klinger's presence will be greatly missed as he had offered valuable input and service to the Board. Mr. Lyman noted that the Board will be soliciting the community for a replacement.
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, to approve the Resignations and Leaves as presented on Resignations and Leaves Schedule No. 10.92.
Moved by Ms. Davis-Howard, seconded by Mr. Klinger. Discussion: Under discussion, the retirements of Irene Workman and Bill Cushman 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 Schedules of Appointment 1062, 1063 and 1064.
Moved by Ms. Griffin, seconded by Mr. Klinger. Discussion: Under discussion, Dr. Lutz announced that Mr. Stephen Littlefield will serve as the new Interim Director of Business Services replacing interim Frank Ferraro whose contract had expired.
Final Vote: Yes – 7, No – 0. Motion Carried.
- c. Approval of Instructional Personnel Appointments
Resolved, upon the recommendation of the Superintendent, to approve the appointments for Instructional Personnel as presented on Schedules of Appointment 2186, 2187, 2188, 2189 and 2190.
Moved by Ms. Davis-Howard, seconded by Mr. Young. Discussion: Dr. Lutz announced that Pam West's position as CJSHS Business Teacher will be increased to full time.
Final Vote: Yes – 7, No – 0. Motion Carried.
- d. Approval of Substitute Rates for Teachers and Teaching Assistants for 2012-13 – Tabled

10. LEADERSHIP REPORTS

- a. Director of Business Operations – No report.
- b. Assistant Superintendent for Pupil and Personnel Services
 1) Mrs. Riley provided an update on the progress of the District's recruitment efforts. Currently there are twenty-three instructional vacancies due to retirements, district reconfigurations, resignations, and long-term leaves. The district is very pleased with the size and quality of the applicant pool.
- c. Superintendent
 1) Policy on Use of School Facilities – As a follow-up to the last meeting relating to requests by employees and community members to use the athletic complex, Dr. Lutz reviewed the current Policy 3220 *Use of School Facilities*. Dr. Lutz will also review

the fee schedule for use of facilities as developed under the 2011-12 contingency budget. The Board's aim is to balance control of the facility with public use.

- 2) St. Mary's – Dr. Lutz shared that St. Mary's parents have asked to work with the District to assist their 6th grade students make the transition to the Jr. High more smooth. Mr. Cafararo will be coordinating this effort.
- 3) NYSSCSD Announcement – Dr. Lutz shared that the State's highest court handed down an important decision in the education finance case *Hussein v State of New York* today that affirmed the constitutional right of all students in underfunded districts to a sound basic education. The thirteen small city schools, who have spearheaded the case, can now go forward to trial. This is very good news for **all** small city schools.
- 4) 2011-12 Board Appraisal Forms – Those who have completed their appraisal forms were asked to return them to Ms. Baccaro. The responses will be kept anonymous, and results will be shared with the Board at a later date.

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

Ms. Melissa Quinlan, Cortland resident and teacher, asked the Board to consider mailing free and reduced lunch forms to each household (in addition to sending them home with students on the first day of school) to encourage more Jr.-Sr. High School parents to submit applications. She is aware of students who qualify, but do not return the forms sometimes due to embarrassment. Dr. Lutz encouraged staff members to take these students aside and encourage them to submit the forms.

Dr. Lutz presented Mr. Lyman with a plaque in recognition of his service on the Board of Education. He thanked Mr. Lyman for serving with distinction, and for making a significant difference in the lives of the children of the District and Cortland community.

12. **NEXT MEETING AGENDA REVIEW**

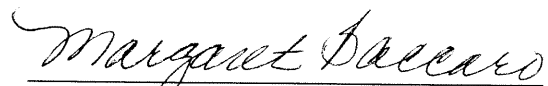
The next scheduled meeting will be the Annual Organizational Meeting on July 3. The following pending items will be moved to a July meeting agendas.

- School Food Service Budget
- Non-resident tuition rates
- Enrollment update
- Regents results
- Approval of Substitute Rates for Teachers and Teaching Assistants for 2012-13 – Tabled
- Cafeteria Prices – Tabled

13. **ADJOURNMENT**

As there was no further business to discuss, Mr. Lyman asked for a motion to adjourn at 9:17 PM.

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


Ms. Margaret Baccaro, Clerk

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

The Organizational Meeting of the Board of Education was held on Tuesday, July 3, 2012 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

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

Also Present: Dr. John Lutz, Interim Superintendent of Schools; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Mr. Stephen Littlefield, Interim Director Business Services; Cortland Standard Representative; School and Community Representatives; Ms. Margaret Baccaro, Clerk

1. **CALL TO ORDER:** Dr. Lutz, acting as temporary chairman of the meeting, called the meeting to order at 6:00 p.m.
2. **EXECUTIVE SESSION**
In accordance with Public Officer's Law Section 96, Subdivision 1, Dr. Lutz called for an Executive Session to discuss the medical, financial, credit or employment history of particular persons.
Moved by Mr. Natoli, seconded by Ms. Griffin. No further discussion.
Final Vote: Yes – 5, No – 0. Motion Carried.
The Executive Session adjourned at 7:20 p.m.
Moved by Ms. Davis-Howard, seconded by Mr. Natoli. No further discussion
Final Vote: Yes – 5, No – 0. Motion Carried.
3. **RECALL TO ORDER and PLEDGE OF ALLEGIANCE:** Dr. Lutz recalled the meeting to order at 7:23 p.m. and the Pledge of Allegiance was recited.
Dr. Lutz introduced and welcomed new Board member Mr. Donald Colongeli, Interim Director of Business Services Stephen Littlefield, and incoming Superintendent Mr. Michael Hoose.
4. **NEW BUSINESS:**
 - a. **Administration of Oath of Office to Newly Elected Member**
Ms. Baccaro administered the Oath of Office to newly elected Board member Donald A. Colongeli.
 - b. **Election of Officers and Administration of Oath of Office:**
 1. **Nominations for President:** Dr. Lutz called for nominations for Board President for the 2012-13 school year. Ms. Davis-Howard nominated Ms. Alane Van Donsel. Mr. Young nominated Ms. Janet Griffin. Ms. Griffin declined the nomination. There were no further nominations.
RESOLVED, to elect Ms. Alane Van Donsel as President of the Board of Education for the 2012-13 school year.
Moved by Ms. Davis-Howard, seconded by Mr. Natoli. No further discussion.
Final Vote: Yes – 5, No – 1 (Mr. Young). Motion Carried.
Dr. Lutz turned the meeting over to the newly elected President Ms. Van Donsel. Ms. Van Donsel thanked members for their vote of confidence, and asked for nominations for Vice-President.
 2. **Nominations for Vice President:** Ms. Griffin nominated Mr. Natoli to serve as Board Vice-President for the 2011-12 school year. There were no further nominations.
RESOLVED, to elect Mr. John Natoli as Vice-President of the Board of Education for the 2012-13 school year.
Moved by Ms. Griffin, seconded by Mr. Young. No further discussion.
Final Vote: Yes – 6, No – 0. Motion Carried.
 3. **Administration of Oath of Office to Newly Elected President and Vice President -** Ms. Baccaro administered the Oath of Office to the newly elected Board President, Ms. Alane Van Donsel, and Vice President, Mr. John Natoli.
 - c. **Appointment of Officers:**
 - 1) Clerk of the Board – Ms. Margaret Baccaro
 - 2) District Treasurer – Ms. Michelle Cretaro
 - 3) Deputy Treasurer – Ms. Cynthia Dann
 - 4) Tax Collector – Ms. Wendy Kryger
 - 5) Claims Auditor – Mr. Thomas Ruane
 - 6) Deputy Claims Auditor – Ms. Shelley Marshall**RESOLVED to appoint the above officers for the 2012-13 school year as presented.**
Moved by Ms. Davis-Howard, seconded by Mr. Colongeli. No further discussion.
Final Vote: Yes – 6, No – 0. Motion Carried.

d. Other Appointments:

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

RESOLVED, upon the recommendation of the Superintendent, to approve the above appointments as presented.

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

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

e. Designations:

- 1) Official Depository for Funds

RESOLVED: WHEREAS, it is provided that the Board of Education of Cortland Enlarged City School District shall designate by written resolution the banks or trust companies in which the collectors and treasurer shall deposit the monies coming into their hands by virtue of their office,

NOW, THEREFORE, BE IT RESOLVED, that the J.P. Morgan Chase, First Niagara Bank, First National Bank of Dryden and Alliance Bank of Cortland be and they are hereby designated as depositories in which the tax collector, treasurer, and extracurricular and School Store treasurer shall deposit all monies coming into their hands by virtue of their offices.

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

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

- 2) CAPCO Service Agreements

RESOLVED, upon the recommendation of the Superintendent, to approve the Lease and Service Agreements with Cortland County Community Action Program, Inc. to provide CAPCO Head Start the use of (1) classroom at Smith Elementary, (1) classroom at Parker Elementary and (1) classroom at Randall Elementary as presented.

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

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

- 3) Revenue Anticipation Note Resolution

RESOLVED by the Board of Education of the Cortland Enlarged City School District, County of Cortland, New York as follows:

Section 1. Pursuant to Sections 30 and 56 of the Local Finance Law, the power to authorize the issuance of and to sell revenue anticipation notes of the Cortland Enlarged City School District, Cortland County, New York, including renewals thereof is hereby delegated to the President of the Board of Education, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner as may be determined by said President of the Board of Education, pursuant to the Local Finance Law.

Section 2. The authorization contained in this resolution shall be valid for a period of one year, expiring June 30, 2013. This resolution shall take effect immediately.

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

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

- 4) Set Board Meeting Dates

RESOLVED by the Board of Education of the Cortland Enlarged City School District, County of Cortland, New York, to approve the Board meetings for the 2012-13 school year be held on the 2nd and 4th Tuesday's of the month, September through June, at 7:00 p.m., with the following exceptions: one meeting in November, December and June on the 2nd Tuesday of the month, and the second April, 2013 meeting will be held on the 4th Monday and coincide with the BOCES Administrative Budget Vote. Summer meetings (July and August) and Special Meetings will be called and held in accordance with State Education Law.

Moved by Mr. Young, seconded by Mr. Natoli. Discussion: Under discussion Dr. Lutz suggested one meeting in June as commencement and end of year responsibilities make it difficult to prepare for the meeting. The meeting will be posted as tentative, and scheduled if needed.

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

- 5) Official Newspaper

RESOLVED to appoint the Cortland Standard as the official newspaper for the District.

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

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

f. Authorizations:

- 1) The Director of Business Services to certify payrolls
- 2) The Superintendent of Schools, or designee, to approve attendance at all conferences, conventions, workshops, and related education activities
- 3) The Superintendent of Schools authorized to seek external grant funds
- 4) Establishment of petty cash funds and change fund for tax collection: Establishment of ten (10) petty cash funds -- three in the amount of \$100 each under the direction of Secretary to the Business Official (District Office); three in the amount of \$100 each under the direction of Executive Secretary to the JSBS Building Principal (High School), Transportation Supervisor (Transportation Office) and Executive Secretary to Principal of Barry School; and four in the amount of \$75 each under the direction of Executive Secretary to Principal of Parker School, Executive Secretary to Principal of Randall School, Executive Secretary to Principal of Smith School, and Executive Secretary to Principal of Virgil School; and establishment of one (1) charge fund for tax collection in the amount of \$200 under the direction of the Tax Collector.
- 5) The School District Treasurer to sign checks
- 6) The Superintendent of Schools to approve budget transfers
- 7) The Director of Business Services to invest available funds
- 8) Publication of annual financial report
- 9) The Superintendent to make appointments between Board meetings
- 10) The Superintendent is authorized to sign Memoranda of Understanding and/or Agreement following pre-discussion with the Board
- 11) The Superintendent to appoint Board of Registration/Elections Inspectors if those approved by the Board cannot serve
- 12) The Superintendent to appoint Impartial Hearing Officer at the maximum local rate of \$100.00 per hour

RESOLVED, upon the recommendation of the Superintendent, to approve the above authorizations as presented.

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

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

g. Bonding of Personnel:

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

RESOLVED, to approve Faithful Performance Blanket Bonding for the list as stated above

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

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

h. Other Items:

- 1) Readoption of all policies and bylaws in effect at the end of the previous year

RESOLVED, to re-adopt all policies and bylaws in effect at the end of the previous year.

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

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

- 2) IRS Mileage Rate of \$.555/mile

RESOLVED, to adopt the IRS Mileage Rate of \$.555/mile.

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

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

OTHER BUSINESS

5. PERSONNEL ACTION

- a. Approval of Amendment to Employment Agreement for Assistant Superintendent for Pupil and Personnel Services

Resolved, upon the recommendation of the Superintendent, to approve the Amendment to Employment Agreement for Assistant Superintendent for Pupil and Personnel Services as presented.

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

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

- b. Approval of Personnel Resignations and Leaves

Resolved, upon the recommendation of the Superintendent, to approve the Resignations and Leaves as presented on Resignations and Leaves Schedule No. 10.93.

Moved by Ms. Davis-Howard, seconded by Mr. Young. Discussion: Under discussion Mr. Pasquerella's resignation was accepted with regret.

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

- c. 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 1065.

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

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

- d. Approval of Instructional Personnel Appointments

Resolved, upon the recommendation of the Superintendent, to approve the appointments for Instructional Personnel as presented on Schedules of Appointment 2191 and 2192.

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

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

- e. NYSSBA Advocacy Alert

Dr. Lutz shared that he had received an alarming advocacy alert regarding a last minute legislative effort that resulted in the passage of a bill requiring Committees on Special Education to take a student's home life and cultural environment into account when making special education placements. The bill will require districts to pay tuition fees anyplace a parent wants to send their classified child. Dr. Lutz was pleased to report that Senator Seward, Assemblywoman Barbara Lifton, and Assemblyman Gary Finch all voted against this legislation.

NYSSBA is strongly recommending that concerns be registered with governor Cuomo. Members agreed to adopt the following resolution calling for the Governor to veto this onerous, inappropriate legislation:

WHEREAS, a last minute legislative effort has resulted in passage of a bill that would heap new financial and administrative burdens on our school districts by requiring Committees on Special Education to take a student's home life and cultural environment into account when making special education placements and require reimbursement within 30 days of tuition payments made by parents for unapproved placements.

And WHEREAS, The bill may well violate federal IDEA requirements and according to the Poughkeepsie Journal, "leave local school districts exposed to a myriad of lawsuits and soaring special educational costs."

And WHEREAS, this legislation came without sufficient time for due consideration, leaving schools blindsided with new costs after their budgets were decimated to stay under the tax cap.

And WHEREAS, the legislation leaves districts with high ethnic and religious populations subject to outlandish parental demands, jeopardizing funds budgeted for other special education students

and the general education population of the district; ignoring the fact that under the tax cap, unexpected funds must be taken from existing programs and services, hurting other students. And WHEREAS, there are better ways to make sure that parents don't wait too long for reimbursement when it's found to be warranted, streamlining how placement challenges are settled and being culturally sensitive when making placements. Allowing parents to demand private school placement when an appropriate public school programs exists is detrimental to other students and the taxpaying communities that support our schools.

And WHEREAS, if the State of New York believes this is appropriate, it needs to provide the funding from its larger tax base and not expect local taxpayers to pay for a program that is not based on educational concerns.

And WHEREAS, the bill is legally flawed, as Committees on Special Education do not have the authority to reimburse parents for private, unapproved placements within 30 days as required under the bill. They may only do so only when directed by a hearing officer.

And WHEREAS, this amounts to New York State's first voucher program and one for only the wealthy, as only wealthy parents can afford to pay private, non-approved tuition payments and wait for reimbursement.

And WHEREAS, this is a voucher program intended to segregate our children. New York State has always been a leader in integrating all of our children, irrespective of race, culture or special needs. Now, we are not only allowing a return to segregation, we are encouraging it by paying wealthy parents to use high cost, private services based on culture and not the appropriate educational services needed by the student to separate student, depriving them of the advantages of a shared social experience.

Therefore, be it **RESOLVED** that the Board of Education calls on Governor Andrew Cuomo to veto this onerous and inappropriate legislation.

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

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

The clerk will follow with a letter and copy of the resolution to Governor Cuomo urging him to veto the legislation.

f. Concussion Management Policy

Members received copies of a proposed Concussion Management Policy and accompanying regulations, procedures and forms. Dr. Lutz asked members to review these materials and consider approving at the next meeting, suspending a first reading, as this is a state mandate. The district must begin to provide the information to our athletes before August.

g. Possible Addition to Building Project

Dr. Lutz provided a prioritized list by building and area for possible inclusion in the building project. Discussion will continue at the next meeting.

h. Tax Warrant 2012-13

Members were provided a draft tax warrant for 2012-13 prepared by Mr. Littlefield. Mr. Littlefield briefly reviewed the warrant scheduled for approved at the next meeting.

i. Request to Lease Buses and Use of Parking Facilities – JETS

Mr. Littlefield shared that the JETS had made a request to lease buses and use our parking facilities. He will investigate past practice and the legality should the Board wish to approve the request.

j. Building Project Update – Parker School

Dr. Lutz shared that there had been an incident with contractors at Parker School who were removing construction debris and dumping it from the window. This created noise and a significant amount of dust in the neighborhood. Mr. Blenden temporarily shut down the project, and contacted neighbors to apologize. When construction resumes, a chute will be used to remove the debris.

k. Appreciation for Colleague Support

Dr. Lutz shared on the passing of Ms. Jean Pawlak's husband, that she had expressed to him her appreciation of the support she had been shown from colleagues and the Board. Dr. Lutz thanked Ms. Van Donsel for arranging for flowers on behalf of the Board.


6. NEXT MEETING AGENDA REVIEW

Members agreed to conduct a Special Board Meeting on Monday, July 9, 7:00 p.m.

7. ADJOURNMENT

As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn at 8:20 p.m.

**Moved by Ms. Griffin, seconded by Mr. Colongeli. No further discussion.
Final Vote: Yes –67, No – 0. Motion Carried.**



Ms. Margaret Baccaro, Clerk

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

A Special Meeting of the Board of Education was held on Monday, July 9, 2012 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

Present: Mr. Donald Colongeli, Ms. Janet Griffin, Mr. John Natoli, Ms. Alane Van Donsel, and Mr. William Young

Absent: Ms. Melissa Davis-Howard

Also Present: Dr. John Lutz, Interim Superintendent of Schools; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Mr. Stephen Littlefield, Interim Director Business Services; School and Community Representatives; Ms. Margaret Baccaro, Clerk

1. **CALL TO ORDER:** Ms Van Donsel called the meeting to order at 7:00 p.m. and the Pledge of Allegiance was recited.
2. **COMMUNICATIONS and RECOGNITION**
 - a. Kudos Korner: None.
 - b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes). There were no requests to address the Board.
 - c. Board Member Reports
 - 1) NYSSBA Board Officers Academy Participants
Ms. Van Donsel announced that she and Mr. Natoli will be attending the NYSSBA Board Officers Academy for new board officers.
 - 2) OCM BOCES Request to Review BOCES Board Representation – Meeting August 2, 2012
OCM BOCES has scheduled a meeting to further discuss the Gentlemen’s Agreement and to decide whether the current agreement should continue as is or be changed. The role of the BOCES Board member is as a representative of all the children within the BOCES district. Ms. Griffin and Mr. Natoli volunteered to attend the meeting to ensure, if there are changes, that we are fairly represented.
3. **PRESENTATIONS:** There were no scheduled presentations.
4. **CONSENT ITEMS**
 - a. ~~Minutes of July 3, 2012 Organizational Meeting~~
 - b. Four Winds Saratoga Annual Contract
 - c. Approval of Juul Extension
Resolved, upon the recommendation of the Superintendent, to approve the Consent Items as presented.
Moved by Mr. Young, seconded by Mr. Natoli.
Final Vote: Yes – 5, No – 0. Motion Carried.
5. **OLD BUSINESS:** None.
6. **NEW BUSINESS**
 - a. Tax Warrant Adoption
RESOLVED, upon the recommendation of the Superintendent, to adopt the 2012-13 tax warrant as presented.
Moved by Mr. Young, seconded by Ms. Griffin. Under discussion Mr. Colongeli noted his objection to the Cortland Free Library tax added to our school tax bill. Dr. Lutz provided background information on the Library’s petition to the Board in 2008 to levy taxes annually on behalf of the library. The petition was approved by public vote. Dr. Lutz explained that the levy will remain until such time someone submits a petition before the voters to remove it.
Final Vote: Yes – 5, No – 0. Motion Carried.
 - b. Concussion Management Policy 7362 - 2nd Reading Approval
RESOLVED, upon the recommendation of the Superintendent, to adopt the Concussion Management Policy 7362 as presented.
Moved by Mr. Young, seconded by Ms. Griffin. Under discussion Dr. Lutz noted that the first reading had been waived as the policy is required by the State and follows the State guidelines.
Final Vote: Yes – 5, No – 0. Motion Carried.

- c. Code of Conduct – 2nd Reading Approval
RESOLVED, upon the recommendation of the Superintendent, to approve the Code of Conduct 2nd Reading as presented.

Moved by Ms. Griffin, seconded by Mr. Young. Under discussion Ms. Griffin expressed the importance of consistency when determining the consequence for violating the code—everyone should be held to the same standards. She also expressed that she would like to see a tighter code for alcohol and drug use. Members encouraged administration to provide adequate in-service to ensure that all employees are familiar with the code.

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

- d. Naming JSHS Band Room

RESOLVED, upon the recommendation of the Superintendent:

- that since the Cortland Enlarged City School District seeks to honor its graduates who have attained national and international prominence; and
- that Col. Arnald D. Gabriel graduated from Cortland High School in 1943, earned Bachelor and Master of Science degrees in music education and an Honorary Doctor of Music degree and Lifetime Achievement Award from Ithaca College;
- that Col. Gabriel served in the U.S. Army during World War II and retired from the U.S. Air Force following a distinguished 36-year military career;
- that Col. Gabriel served as Commander/Conductor of the U.S. Air Force Band, Symphony Orchestra, and Singing Sergeants and as Chairman of the George Mason University Department of Music;
- that Col. Gabriel has earned and been recognized by:
 - International Who's Who in Music,
 - National Band Association Citation of Excellence,
 - National Band Association Hall of Fame of Distinguished Band Conductors,
 - several awards and citations from music and band organizations and associations,
 - invitations to conduct hundreds of major orchestras and bands across the country and throughout the world, and
 - Cortland High School Distinguished Alumni Wall of Fame;
- therefore, the Board of Education names the Cortland Junior-Senior High School band room the “Col. Arnald D. Gabriel Hall,” and approves an appropriate plaque to be affixed in a visible location upon its dedication in the fall of 2012.

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

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

7. EXECUTIVE SESSION

In accordance with Public Officer's Law Section 96, Subdivision 1, Ms. Van Donsel called for an Executive Session at 8:07 p.m. to discuss the medical, financial, credit or employment history of particular persons.

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

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

The Executive Session adjourned at 8:55 p.m.

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

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

8. PERSONNEL ACTION

- a. 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 1066.

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

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

- b. Approval of Instructional Personnel Appointments

Resolved, upon the recommendation of the Superintendent, to approve the appointments for Instructional Personnel as presented on Schedule of Appointment 2193.

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

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

- c. Approval of Inter-Scholastic (Athletics) Appointments
Resolved, upon the recommendation of the Superintendent, to approve the appointments for Inter-Scholastic (Athletic) Personnel as presented on Schedule of Appointment 2194.
Moved by Mr. Natoli, seconded by Mr. Young. No further discussion
Final Vote: Yes – 5, No – 0. Motion Carried
- d. Approval of Co-Curricular Appointments
Resolved, upon the recommendation of the Superintendent, to approve the appointments for Co-Curricular Personnel as presented on Schedule of Appointment 2195.
Moved by Mr. Young, seconded by Ms. Griffin. No further discussion
Final Vote: Yes – 5, No – 0. Motion Carried

9. LEADERSHIP REPORTS

- a. Director of Business Operations – None
- b. Assistant Superintendent for Pupil and Personnel Services
Ms. Riley shared that we continue to monitor enrollments; they are consistent with last year at this time.
- c. Superintendent
 - 1) Cortland County Planning Department – Dr. Lutz updated the Board on a request from Daniel Dineen, Director of Planning, to use school district buses to provide shuttle service for the NY Jets training camp. The district will provide the service, as authorized by Education law, with the required certificate of insurance from the county.
 - 2) Letter to the Editor – Dr. Lutz took a moment to thank Ms. Sue Barnes, Smith School PTO President, for her positive letter to the editor of the *Cortland Standard*.

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

11. NEXT MEETING AGENDA REVIEW

The following item was added to the August 7 agenda:


- Regents results

Members agreed to solicit nominations for an appointment to the Board to fill the term of Mr. Paul Klinger who resigned. A notice will be posted to the District website and sent to the *Cortland Standard*. Interested parties will be asked to send a letter of interest and resume to the Board Clerk by 4:30 p.m., July 23, 2012.

12. ADJOURNMENT

As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn at 9:12 p.m.

Moved by Mr. Colongeli, seconded by Mr. Young. No further discussion.
Final Vote: Yes –5, No – 0. Motion Carried.



Ms. Margaret Baccaro, Clerk

RECEIVED

TO: Superintendent of Schools

JUL 27 2012

SUPERINTENDENT'S OFFICE

FROM: Wendy Swift

DATE: June 12, 2012

RE: New Meal Prices

With the mandatory implementation of the Healthy Hunger Free Kids Act becoming a reality for the 2012-13 school year, the food service department will be making sweeping changes to the breakfast and lunch program next school year. These changes are guaranteed to increase food cost, limit student choices, and hinder our flexibility to offer students preferred meal options.

It is also mandatory as part of this act, that schools who do not meet minimum pricing requirements set by the USDA increase prices yearly for paid student meals. If districts do not currently charge more than \$2.51 for a student lunch, prices must be raised by a minimum of five cents. It is with these requirements in mind, that I am suggesting the following price increases for next school year.

Breakfast:	.10 cents	New Cost:	\$1.15
Lunch:			
K-6	.10 cents	New Cost:	\$1.60
6-12	.10 cents	New Cost:	\$1.70

Thank you,

Wendy Swift

Food Service Director

Surplus Vehicles- CECSD | 2012



Enlarged City School District

"Committed to Excellence"

TO: Steve Littlefield, Interim Director of Business & Finance
FROM: Chuck Paquette, Director of Transportation *CP*
RE: Surplus Vehicles – Phase 1
DATE: August 1, 2012

Listed below are the vehicles which should be deemed surplus and disposed of by the Board of Education. They are of no use to the district any longer.

Please let me know if I can be of further assistance with this matter.

Vehicle #	Make/Model	VIN	Mileage	Year	Notes:
8	Thomas Bus	1T7HN4BZ621121545		2002	This bus has been out of service for 2 years
9	Thomas Bus	1T7HN4BZ821121546		2002	This bus has been out of service for 2 years
16	Thomas Bus	4UZAAXC5SX5CN77465	106,600	2004	OOS – 1.5 school years; engine bad
97	Chevrolet Suburban	1GNEC16R8VJ347979	131,275	1997	OOS – former bus & grounds vehicle
138	Ford Windstar	2FMA51U6QBD34877	118,080	1998	OOS- former bus & courier vehicle
626	Ford Dump	1FDLF47G6TRB31720	52,633	1996	Excessive frame rot – no inspection
628	International	1HTSCABM31H355921	111,128	2001	Grounds Vehicle; engine bad/no pass DOT

AGREEMENT

July 17, 2012 SOT

AGREEMENT made this ~~March 2, 2012~~ 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 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 07/01/2012 and extend for, through and including 06/30/2013.
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 completed.
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 Hadjoannou, 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. Frank Ferraro~~ 5/11/12/2012
Cortland City School District
1 Valley View Drive
Cortland, NY 13045
Attn: Director of Business Services

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.

APPENDIX A SCOPE OF WORK

The QUESTAR III will provide the QUESTAR III internal auditor who shall perform the following WORK for DISTRICT on a per diem basis:

A. Internal Audit Services

QUESTAR III will use sampling techniques to test significant operational controls to determine if DISTRICT's internal control structure is operating as designed. This service follows, and is based upon, DISTRICT's risk assessment undertaken no more than one year before the audit service.

Deliverables: Report to DISTRICT the strengths and/or weaknesses of its internal controls and make recommendations to remediate deficiencies. The internal auditor will also provide an annual update to the financial risk assessment.

B. Financial Risk Assessment Update

QUESTAR III will review the previously issued financial risk assessment and update the report to reflect the District's progress on correcting previously identified risks. The updated assessment will also consider the current status of the operation and may include risks not previously identified. This service shall include the following:

- Discuss financial controls, operations and procedures with management and key staff members;
- Review past financial risk assessment comments;
- Update previously prepared risk assessment to reflect changes in the control environment;
- Assessment of the current operating environment for the purpose of determining if financial risks have changed and require reporting in the update assessment.

Deliverables: Report to DISTRICT results of financial risk assessment, to include recommendations for process improvements, if any.

APPENDIX B
SCHEDULE OF FEES

- A. DISTRICT agrees to pay QUESTAR III the following fees for WORK identified in Appendix A of this AGREEMENT:

All inclusive cost to perform this service is \$15,487

This fee includes a maximum one updated risk assessment. This fee was developed based on our understanding of the size and complexity of the district. The fee could be higher or lower depending on the quality and availability of the information requested at the commencement of the engagement.

- B. QUESTAR III will provide DISTRICT with quarterly invoices for services. DISTRICT will pay QUESTAR III no later than thirty (30) days from the date of the billing statement.

1/1/0/2/0/0/0/1/ / / / / / / / / /
(SED CODE)

The State Education Department
Transportation Unit, Room 876 EBA
Albany, New York 12234

Form TC
C / / / / / / / / / /
Contract Number
(SED will fill in)

TRANSPORTATION CONTRACT
(Do not use for Addendums or Extensions - See Note on Reverse)

John Lutz Contact Person		607 758-4100 607 758-4109
Cortland Enlarged City School District School District/BOCES		
1 Valley View Drive Street or P.O. Box		
Cortland City	New York State	13045 Zip Code

- Check if applicable:
- (X) Special Education Pupils - Transportation required as a related service.
 - () Contract will begin part way through the school year and cost \$10,000 or less.
 - () One-month emergency contract.
 - () Contract for bus maintenance only.
 - () District will supply contractor with fuel.
- Specifications include:
- () Provision for attendants, escorts or monitors.
 - () Clause for increasing or decreasing service.

This AGREEMENT made this _____ day of _____, 20____ by and between
Cortland Enlarged City School District
(Name of School District or BOCES), County of Cortland, N.Y.
 party of the first part and Onondaga-Cortland-Madison BOCES
(Contractor), party of the second part.

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin
September 1 2012 and to end June 30 2013.
Month Day Year Month Day Year

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ 2,914.00 or \$ _____ if on a per-bus, per-diem, per-mile or other unit cost basis for providing such transportation on a suitable conveyance.
(If lump sum contract) (Unit Cost)

Total Anticipated Annual Cost \$ 2,914.00

If awarded through a request for proposals, date of request of such proposals _____ (see note on reverse)

IN WITNESS WHEREOF, The parties have set their hands the day and year above written.
1 Valley View Drive, Cortland, New York 13045
(Party of the first part) (Post Office Address)
P.O. Box 4754 Syracuse, NY 13221
(Party of the second part) (Post Office Address)

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: _____ Filed by: _____
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.
 6/01

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second part will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening _____ Complete **BID TABULATION** below:

1. _____ (Name)	_____ (Amount of Bid)	3. _____ (Name)	_____ (Amount of Bid)
2. _____ (Name)	_____ (Amount of Bid)	4. _____ (Name)	_____ (Amount of Bid)

Was contract awarded to the lowest responsible bidder? Yes No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications were used, kindly forward a copy.

MULTI-YEAR CONTRACT: A separate line item shall be included in the Annual Budget and Budget Brochures. Also a footnote to that line item shall indicate: " _____ year (first, second, etc.) of a _____ - year (two, three, etc.) contract, the total cost of which is \$ _____ " (total cost of multi-year contract).

REQUEST FOR PROPOSALS: If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

EXTENSIONS AND ADDENDUMS: An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.

ONONDAGA-CORTLAND-MADISON BOCES
6820 THOMPSON ROAD
SYRACUSE, NY 13211

2012-2013 CERTIFICATION OF FINAL AS-7 CONTRACT BILLING

THIS AGREEMENT made this 1st day of July, 2012 by and between the ONONDAGA-CORTLAND-MADISON BOCES, party of the first part, and Cortland City SD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2012-13 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
001.010	Administration	2,855.0000	27.8200	RWADA	1.90	79,428.00	0.00	79,428.00
002.010	Rental of Facilities	2,855.0000	28.1500	RWADA	11.75	80,380.00	0.00	80,380.00
002.020	Capital Facilities	2,855.0000	7.2500	RWADA	-1.75	20,697.00	0.00	20,697.00
101.000	Career & Tech Educ	65.0000	7,390.0000	Per FTE	0.00	480,350.00	0.00	480,350.00
101.700	New Vision	5.0000	7,390.0000	Per FTE	0.00	36,950.00	0.00	36,950.00
224.100	STAR	4.0000	19,039.0000	Per FTE	0.00	76,156.00	0.00	76,156.00
224.745	STAR Related Services Therapis	7.9800	0.0000		16,643.99	16,643.99	0.00	16,643.99
224.746	STAR Teaching Assistants	1.0000	0.0000		45,600.00	45,600.00	0.00	45,600.00
263.100	TEAM (Multiply Handicapped)	13.0000	31,066.0000	Per FTE	0.00	403,858.00	0.00	403,858.00
263.745	TEAM Related Services Therapists	73.9900	0.0000		164,059.99	164,059.99	0.00	164,059.99
263.746	TEAM Teaching Assistants	1.0000	0.0000		45,600.00	45,600.00	0.00	45,600.00
280.100	Hearing Impaired - Deaf (1.0)	1.0000	30,565.0000	Per FTE	0.00	30,565.00	0.00	30,565.00
280.745	Deaf Related Service Therapists	6.0000	0.0000		12,240.00	12,240.00	0.00	12,240.00
280.746	Deaf Teaching Assistants	0.1667	0.0000		7,600.00	7,600.00	0.00	7,600.00
293.100	SED	17.0000	32,204.0000	Per FTE	322.03	547,790.03	0.00	547,790.03
293.106	SED Rel Srv TA 1X Chg	0.0450	0.0000		1,088.00	1,088.00	0.00	1,088.00
293.745	SED Related Services Therapists	16.9900	0.0000		67,259.99	67,259.99	0.00	67,259.99
293.746	SED Teaching Assistants	2.0000	0.0000		91,200.00	91,200.00	0.00	91,200.00
340.340	Visually Impaired	6.8333	0.0000		16,263.32	16,263.32	0.00	16,263.32
358.010	Related Service-Audiology,APE	0.4000	94,251.0000	Per FTE	0.00	37,700.40	0.00	37,700.40
358.020	Audiology Evaluations	40.0000	123.0000	Per Hour	0.00	4,920.00	0.00	4,920.00

ONONDAGA-CORTLAND-MADISON BOCES
6820 THOMPSON ROAD
SYRACUSE, NY 13211

2012-2013 CERTIFICATION OF FINAL AS-7 CONTRACT BILLING

ONONDAGA-CORTLAND-MADISON BOCES
Cortland City SD

School Year 2012-13

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
360.360	Itinerant Teacher of the Deaf	7.3333	0.0000		17,013.33	0.00	17,013.33	
366.490	Interpreter - Monroe #1 BOCES	0.0000	0.0000	X-Contract	880.00	0.00	880.00	
403.010	Adirondack/Marine Studies	13.0000	800.0000	Per Student	10,400.00	0.00	10,400.00	
405.010	Alternative Education	0.0000	0.0000		139,612.00	0.00	139,612.00	
406.010	Summer School	157.0000	275.0000	Per Student	43,175.00	0.00	43,175.00	
406.030	Summer Sch Exams w/o modifications	84.0000	35.0000	Per Exam	2,940.00	0.00	2,940.00	
406.040	Summer Sch Exams w/ modifications	13.0000	55.0000	Per Exam	715.00	0.00	715.00	
410.010	Hospital Based Instruction	75.0000	89.0000	Per Hour	6,675.00	0.00	6,675.00	
412.490	Performing Arts Cayuga BOCES	0.0000	0.0000	X-Contract	35,745.00	0.00	35,745.00	
416.491	Performing Arts Oswego BOCES	0.0000	0.0000	X-CONTRACT	25,977.02	0.00	25,977.02	
417.491	Exploratory Enrichment-Oswego BOCES	0.0000	0.0000	X-CONTRACT	4,364.59	0.00	4,364.59	
429.490	Special Facilities GST BOCES	0.0000	0.0000	X-Contract	41.40	0.00	41.40	
431.490	Hospital Based Monroe I BOCES	0.0000	0.0000	X-Contract	105.93	0.00	105.93	
456.010	High School Equivalency	2.0000	3,345.0000	Per FTE	6,690.00	0.00	6,690.00	
463.020	Equivalent of Attendance - McEvoy	1,000.0000	3.5000	Per Hour	3,500.00	0.00	3,500.00	
504.490	Access To College Ed TST BOCES	0.0000	0.0000	X-Contract	4,696.00	0.00	4,696.00	
508.020	Continuing Contract	6.0000	1,950.0000	Per Teacher	11,700.00	0.00	11,700.00	
508.030	Teacher Leader Services	1.0000	15,000.0000	Per District	15,000.00	0.00	15,000.00	
508.050	Leveled Literacy Intervention	0.0000	0.0000		3,230.00	0.00	3,230.00	
521.011	Instructional Graphics	1.0000	0.0000		40,000.00	0.00	40,000.00	

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ONONDAGA-CORTLAND-MADISON BOCES
Cortland City SD

School Year 2012-13

Program/ Serial No.	Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
540.010	Film/Video Library	0.0000	0.0000		20,413.25	20,413.25	0.00	20,413.25	
541.010	Technical Services	0.0000	0.0000		27,979.00	27,979.00	0.00	27,979.00	
541.021	Technical Services Repair Parts	0.0000	0.0000		825.00	825.00	0.00	825.00	
547.010	CI & A Base Fee	1.0000	5,580.0000	Per District	0.00	5,580.00	0.00	5,580.00	
547.011	Workshop/Days/Scoring Base	0.0000	0.0000		7,815.00	7,815.00	0.00	7,815.00	
547.050	RTTT	0.0000	0.0000		74,681.33	74,681.33	0.00	74,681.33	
547.310	CI & A Substitues/Stipends	0.0000	0.0000		6,840.00	6,840.00	0.00	6,840.00	
547.410	CI & A School Improvement	0.0000	0.0000		59,500.00	59,500.00	0.00	59,500.00	
547.500	Comp Ed Tech Asst Service	0.0000	0.0000		1,350.00	1,350.00	0.00	1,350.00	
547.650	Dignity Act	0.0000	0.0000		850.00	850.00	0.00	850.00	
547.715	SLS Conference Bill at 100%	2.0000	85.0000	Per Person	0.00	170.00	0.00	170.00	
547.810	Science Kit Training	0.0000	0.0000		1,725.00	1,725.00	0.00	1,725.00	
547.815	Health Kit Training	69.0000	10.0000	Per Classroom	690.00	1,380.00	0.00	1,380.00	
562.010	Instructional Technology Support	0.0000	0.0000		1,318.43	1,318.43	0.00	1,318.43	
562.030	Printer/Copier Lease	0.0000	0.0000		194,240.00	194,240.00	0.00	194,240.00	
562.110	Instructional Technology & Design	0.0000	0.0000		9,300.00	9,300.00	0.00	9,300.00	
562.120	Instructional Software	0.0000	0.0000		10,950.00	10,950.00	0.00	10,950.00	
562.130	Web Applications	0.0000	0.0000		5,800.00	5,800.00	0.00	5,800.00	
562.140	Guidance Software	0.0000	0.0000		2,450.00	2,450.00	0.00	2,450.00	
563.010	Model Schools	0.0000	0.0000		3,800.00	3,800.00	0.00	3,800.00	
563.110	Model Schools-Subs/Stipends	0.0000	0.0000		2,000.00	2,000.00	0.00	2,000.00	
572.210	Union Catalog Service	6.0000	650.0000	Per Building	0.00	3,900.00	0.00	3,900.00	
572.410	Base Fee Online Library	0.0000	0.0000		800.00	800.00	0.00	800.00	
572.427	Brain Pop	0.0000	0.0000		732.13	732.13	0.00	732.13	
572.429	Capstone Press	0.0000	0.0000		840.00	840.00	0.00	840.00	
572.446	Facts On File - > 1000 stud/bid	0.0000	0.0000		2,398.00	2,398.00	0.00	2,398.00	
572.455	Gale >= 501 Bldg RWADA	0.0000	0.0000		4,589.00	4,589.00	0.00	4,589.00	
572.464	Noodletools	0.0000	0.0000		346.00	346.00	0.00	346.00	
572.470	Various Vendors	0.0000	0.0000		275.00	275.00	0.00	275.00	
572.483	Thinkronize	0.0000	0.0000		852.00	852.00	0.00	852.00	

ONONDAGA-CORTLAND-MADISON BOCES
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Cortland City SD

School Year 2012-13

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
572.490	World Book Encyclopedia	0.0000	0.0000		0.65	0.00	0.65	
593.010	Science Kits	0.0000	0.0000		53,475.00	0.00	53,475.00	
593.050	Health Central Kits	69.0000	405.0000	Per Kit	27,945.00	0.00	27,945.00	
601.010	Telecommunications Base Fee	0.0000	0.0000		2,700.00	0.00	2,700.00	
601.060	CNY Regional Network-OCM	0.0000	0.0000		43,424.00	0.00	43,424.00	
601.100	District Fiber Network	0.0000	0.0000		38,023.80	0.00	38,023.80	
602.010	Telephone Interconnect Service Fee	0.0000	0.0000		3,228.00	0.00	3,228.00	
602.020	Local Telephone	0.0000	0.0000		33,000.00	0.00	33,000.00	
602.030	Long Distance	0.0000	0.0000		1,500.00	0.00	1,500.00	
602.040	E Rate Base Application Fee	0.0000	0.0000		3,125.00	0.00	3,125.00	
602.050	E Rate Rwada Application Fee	0.0000	0.0000		1,541.70	0.00	1,541.70	
605.010	Business Office Support Services	1.2000	55,000.0000	Per FTE	66,000.00	0.00	66,000.00	
606.010	Recruiting Service	1.0000	1,000.0000	Base Fee	1,000.00	0.00	1,000.00	
606.020	Recruiting Service RWADA	2,855.0000	0.4960	RWADA	1,416.08	0.00	1,416.08	
606.030	Recruiting Service Advertising	0.0000	0.0000		15,657.65	0.00	15,657.65	
607.490	Recruiting Service Putnam BOCES	0.0000	0.0000	X-Contract	6,022.00	0.00	6,022.00	
610.010	Tower	1.0000	700.0000		700.00	0.00	700.00	
612.010	Handicapped/BOCES Programs	39.0000	94.0000	Per FTE	3,666.00	0.00	3,666.00	
615.010	Employee Calling Service	373.0000	23.0000	Per Employee	8,579.00	0.00	8,579.00	
618.490	Planning Service Erie 1 BOCES	0.0000	0.0000	X-Contract	4,100.00	0.00	4,100.00	
620.100	Financial	0.0000	0.0000		58,804.60	0.00	58,804.60	
620.300	Operations	0.0000	0.0000		70,075.85	0.00	70,075.85	
620.301	Computer Supplies Service	0.0000	0.0000		25,000.00	0.00	25,000.00	
620.400	Special Education	0.0000	0.0000		17,982.81	0.00	17,982.81	
620.600	Test Scoring	0.0000	0.0000		12,231.20	0.00	12,231.20	

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2012-2013 CERTIFICATION OF FINAL AS-7 CONTRACT BILLING

ONONDAGA-CORTLAND-MADISON BOCES	School Year 2012-13
Cortland City SD	

Program/ Serial No. Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost				
620.650 Food Service	0.0000	0.0000		14,665.00	14,665.00	0.00	14,665.00	
620.700 Data Warehouse	0.0000	0.0000		18,072.90	18,072.90	0.00	18,072.90	
633.010 Employer Employee Rel - Base Fee	1.0000	15,198.0000	Base Fee	0.00	15,198.00	0.00	15,198.00	
634.010 Transportation Compliance Service	2,855.0000	1.6000	RWADA	0.00	4,568.00	0.00	4,568.00	
634.020 Drug & Alcohol Testing	9.0000	25.0000	Per Test	0.00	225.00	0.00	225.00	
636.020 Health & Safety Serv Std Level II	0.5000	96,862.0000	Base Fee	0.00	48,431.00	0.00	48,431.00	
636.050 Health & Safety Workshops & Other	0.0000	0.0000		625.00	625.00	0.00	625.00	
637.010 LIVESCAN Electronic Fingerprinting	0.0000	0.0000		2,750.00	2,750.00	0.00	2,750.00	
640.010 Staff Development for Bus Drivers	1.0000	637.5000	Per Person	0.00	637.50	0.00	637.50	
644.010 School Food Srv Mgmt	2,855.0000	17.1500	RWADA	0.00	48,963.25	0.00	48,963.25	
644.030 School Dietician	0.2000	93,025.0000	Per FTE	0.00	18,605.00	0.00	18,605.00	
647.490 GASB 45 Clinton-Essex BOCES	1.0000	0.0000	X-Contract	9,620.00	9,620.00	0.00	9,620.00	
651.490 Stud Mgmt Sys Campus Maint Monroe 1	0.0000	0.0000	X-Contract	37,500.00	37,500.00	0.00	37,500.00	
652.490 Lotus Notes Services Erie 1	0.0000	0.0000	X-CONTRACT	600.00	600.00	0.00	600.00	
660.490 State Aid Planning Questar BOCES	0.0000	3,050.0000	X-Contract	3,050.00	3,050.00	0.00	3,050.00	
670.010 Gas/Electric Accounts	14.0000	490.0000	Per Account	0.00	6,860.00	0.00	6,860.00	
670.030 Gas/Electric Low Use Meter	3.0000	90.0000	Per Account	0.00	270.00	0.00	270.00	
670.110 Cooperative Purchasing	1.0000	3,150.0000	Per District	0.00	3,150.00	0.00	3,150.00	
676.010 Employee Benefits Coordination	0.0000	0.0000		9,665.00	9,665.00	0.00	9,665.00	

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6820 THOMPSON ROAD
SYRACUSE, NY 13211

ONONDAGA-CORTLAND-MADISON BOCES
Cortland City SD
School Year 2012-13

Summary:

Total of Service Costs - All Funds:

3,654,658.12 (Except 001/002)

101,077.00 (CoSer 002)

79,428.00 (CoSer 001)

3,835,163.12

Capital Costs:

Adm. & Clerical Costs:

Total Contract Costs:

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:
10 Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education. IN WITNESS WHEREOF, the parties have set their hands the day and year above written.



ONONDAGA-CORTLAND-MADISON BOCES

6820 THOMPSON ROAD, SYRACUSE, NY, 13211

Signature, President and/or Clerk, BOCES
(Party of the First Part)

(Post Office Address)

Cortland City SD

One Valley View Drive, Cortland, NY, 13045-3297

Signature, President and/or Clerk, Board of Education (As Authorized)
(Party of the Second Part)

(Post Office Address)

DAIMLER

Daimler Trucks North America LLC

**DAIMLER TRUCKS NORTH AMERICA LLC
DEALER-SPONSORED CUSTOMER PERFORMED
WARRANTY AGREEMENT
THOMAS BUILT BUS**

*** PARTS AND LABOR ***

AGREEMENT NUMBER: DBTBD42163

This Agreement is between the following parties:

CUSTOMER, which is CORTLAND ENLARGED CITY SCHOOL

DEALER, which is MATTHEWS BUSES, INC.

COMPANY, which is a division of Daimler Trucks North America LLC (Operations Division) and its divisions and subsidiaries including Freightliner Trucks, Sterling Truck Corporation, Western Star Trucks, Freightliner Custom Chassis Corporation, Thomas Built Buses, Inc. and others which may be designated from time to time by Daimler Trucks North America LLC.

This agreement is in effect from June 1, 2012 for a period of three (3) years expiring June 1, 2015.

RECITALS:

1. Due to special circumstances, Dealer requests that Customer be allowed to perform certain warranty repairs on products manufactured by Company which customer owns or leases in the U.S. or Canada.
2. Provided that Customer agrees to perform warranty service in a manner prescribed by Company and provided that Dealer agrees to process warranty claims for such service, Company is willing to forego its usual warranty policy which requires that owners of new Company products receive warranty service only at and by authorized Company dealers.
3. This Agreement effects changes in usual operating procedure with regard to new product warranty, service and repairs prescribed and required by Company.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants contained herein, the parties agree as follows:

1. CUSTOMER AGREES:

- 1.1 To have and maintain a repair and service facility, located in the U.S. or Canada, that is approved by Dealer and Company and to submit claims under this Agreement only for work performed at such facility.

- 1.2 To provide Dealer within thirty (30) days of date of repair, all repair orders and other documentation required to file for warranty reimbursement. Information required shall include, but is not limited to, the following:
- A) Product Identification Number (e.g. 2FUPYSIB1GY283923)
 - B) Product "In Service" Date
 - C) Actual Distance on the Product at the Time of Repair
 - D) Date Of Repair
 - E) Part Number, Part Costs and Supporting Invoices
 - F) Labor Hours and Supporting Documentation
 - G) Primary Failed Part Number
 - H) Body Serial Number (If applicable)
- 1.3 Customer will use authorized Company Dealers for major component repairs. Customer will use authorized Allison repair location for Allison transmissions, and for engines Customer must use authorized engine manufacturer repair shop.
- 1.4 To allow Dealer to enter Customer's facilities during normal business hours, with advance notice, for the purpose of periodic inspection of the facility.
- 1.5 Customer hereby releases Company and Dealer from any and all liability arising out of or otherwise connected with the performance of warranty repairs by Customer, as well as any failure to perform warranty repairs. Furthermore, Customer indemnifies and agrees to hold Company and Dealer harmless from and against any and all suits, claims, costs, actions, damages and liability, including reasonable attorneys' fees, arising out of or connected with Customer's performance of warranty repairs under this Agreement, or the failure to perform warranty repairs.
- 1.6 To comply with all warranty related service letters and procedural bulletins issued through Dealer by Company.
- 1.7 When practical, to purchase all parts for Customer Performed Warranty Repairs from Dealer. In a warranty repair, as with all repairs or services performed on a Company product, only material which meet the same high quality standards of Company original equipment are to be used, and MUST be purchased from an authorized Company Dealer. In the event non-genuine material is used, that item, and any progressive damage caused by that item, will not be warranted by Company.
- 1.8 Companies may perform warranty repairs under this Agreement only on products which meet the following requirements:
- A) The products must be owned and warranty registered in Customer's name
 - B) Customer must perform warranty repairs on the products at Customer's own maintenance facilities
 - C) If Customer is a leasing company, customer-performed repairs are permitted only on full-service lease products, not on products on finance lease or under contract maintenance agreement
- 1.9 To maintain required Company service literature for approved service facilities.

- 1.10 That reimbursements of warranty repairs will be based on times indicated in the applicable Company Time Guide. Repairs not covered in the Time Guides will be paid at actual time, providing the request is fair, reasonable, and consistent with industry practices. NOTE: Customers performing non-SRT (Standard Repair Time) repairs must be able to support the labor requested with time tickets.
- 1.11 Customer will not sublet any repair on company manufactured products to non-authorized facility.
- 1.12 Customer will notify Dealer upon the termination of employment of any employee of Customer who was previously authorized to perform recall-related work.

2. DEALER AGREES:

- 2.1 To remain the primary contact with Customer for resolution of questions or problems arising from this Agreement.
- 2.2 For each Customer repair and service facility which will be performing warranty repairs under this Agreement, the Dealer will:
 - 2.2.1 Inspect and approve in accordance with the criteria set forth by Company (see Attachment A).
 - 2.2.2 Complete and submit Attachment A to the Company's Warranty Department.
- 2.3 To submit warranty claims on behalf of Customer in accordance with the applicable Company Warranty Manual.
- 2.4 To provide Customer with training and service necessary to process repair orders in accordance with applicable Company Warranty Manual procedure.
- 2.5 To reimburse Customer at a rate mutually agreed upon by Dealer and Customer, within thirty days following receipt of payment from Company, for repairs, which Company has paid Dealer.
- 2.6 To complete all forms, to maintain files and documentation required by Company to support Customer warranty claims and to make available to Company such files and documentation as Company may request.
- 2.7 To coordinate set up of Customer with on-line access to service, technical, warranty and campaign information (or to provide printable electronic copies) in order to process repair orders in accordance with applicable Company Warranty Manual procedure.
- 2.8 Prior to performing recall-related work, Dealer shall train Customer with respect to each specific recall campaign applicable to Customer products. Customer and its employees may perform the recall-related work only after receiving this training and after Dealer and Company authorize Customer to perform the work on a specific recall. Recall work may only be performed by Customer's employees that have been trained and authorized by Dealer. Claims for recall work performed by Customer's employees that have not been trained and authorized by Dealer will be denied by Company.

3. COMPANY AGREES:

- 3.1 To review, process and pay Dealer for those warranty claims submitted and approved in accordance with the provisions of this Agreement, Company's Standard New Product Warranty, Extended Coverage and consistent with the applicable Company Policies and Procedures at the rate designated in the Company Warranty Manual.
- 3.2 To make warranty payments to Dealer, who will in due course pay Customer. Reimbursement for parts will be consistent with the current parts reimbursement rate, as detailed in the applicable Company Warranty Manual.
- 3.3 To assist Dealer with inspection of Customer's service facility and assessment of Customer's repair capabilities.
- 3.4 To provide Customer with on-line access to information Company deems necessary to process repair orders in accordance with applicable Company Warranty Manual procedure.
- 3.5 To allow Customer to perform Recall Campaigns on certain products that are owned by Customer. Company reserves the right to withdraw from Customer the authorization to perform any Recall Campaign or repair that Company feels Customer is not qualified or able to perform.
- 3.6 Company shall inspect and approve, if warranted, the facilities at which Customer desires to perform recall-related work. Company's inspection will be performed pursuant to Thomas Bus, Inc. Repair and Claim Submission Application Fleet Service Facility Evaluation. Customer may perform recall-related work only at facilities approved by Company pursuant to this paragraph.

4. WARRANTY AND LIABILITY:

Company's warranty for Customer's products is the Limited Warranty and Warranty Disclaimer set forth in Company's applicable Owner's Warranty Information Book, WHICH WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. Company's or Dealer's liability to Customer on any claim of any kind, including negligence, for any loss or damage arising out of, connected with or resulting from this Agreement or the performance or breach thereof, or from the manufacture, sale, delivery service, repair or use of any product manufactured by Company, shall not exceed the price allocable to the product or part thereof which gives rise to the claim. In no event shall Company or Dealer be liable for special or consequential damages.

5. MISCELLANEOUS:

- 5.1 DURATION/TERMINATION: This Agreement shall begin as of the Effective Date above; however, either party may terminate this Agreement, for any reason, at any time after the Effective Date upon thirty days prior written notice to the other party
- 5.2 No change, modification, extension, renewal, discharge, abandonment or waiver of this Agreement of any of its provisions, nor any representation, promise or condition relating to this Agreement shall be effective unless made in writing, signed by both parties, and approved by Company.

- 5.3 This Agreement covers only products manufactured by Company and owned or leased by Customer (or to a leasing company for lease to Customer) which were originally sold to Customer by an authorized Company dealer and which operate in the U.S. or Canada.
- 5.4 Nothing in this Agreement shall be deemed to modify Company's Limited Warranty or to preclude Customer from having any or all warranty services on one or more of Customer's products performed by an authorized Company dealer.
- 5.5 Scans converted into "PDF" files or photocopies of the original fully executed Agreement shall be deemed adequate substitute and admissible for all purposes in any legal proceedings related to the Agreement.

CUSTOMER:

SPONSORING DEALER:

By: _____
 (Signature of Corporate Officer)

 (Printed Name)

 (Title)

 (Date)

By: _____
 (Signature of Corporate Officer)

 (Printed Name)

 (Title)

 (Date)

COMPANY:
DAIMLER TRUCKS NORTH AMERICA LLC,
WARRANTY OPERATIONS DEPARTMENT
THOMAS BUILT BUS

BY: _____
 Warranty Operations Manager

 (Date)

DEALER-SPONSORED CUSTOMER

**DAIMLER TRUCKS NORTH AMERICA LLC
CPWA REPAIR SHOP EVALUATION TBB
- Attachment A**

(Customer Name)

(Complete Street Address)

(City, State/Province, Zip/Postal Code)

1. Are the Company buses to be serviced domiciled in the area of this shop? _____
2. Number of customer-owned Company buses under warranty to be serviced by this shop: _____
3. Is the shop equipment: Adequate? _____ Accessible? _____ Maintained? _____
4. Does the shop have a mechanic's training program? _____
Explain: _____
5. Overall condition of the shop? _____
6. Is the shop's preventive maintenance system adequate? _____
Attach sample of this P.M. Program.
7. Is any other direct OEM warranties being handled by this shop? _____
8. Recommendation:

_____	Facility not recommended for certification.
_____	Facility recommended for certification as reviewed.
_____	Facility recommended for certification with the following conditions

Evaluation Completed By:

Name _____, Title _____ Date _____

Dealer: _____ Dealer Location: _____

For Company Use Only:

() Approved () Disapproved BY DSM: _____

Note: Customer will use authorized Company Dealers for Major component repairs. Customer will use authorized Allison repair location for Allison transmissions, and for engines Customer must use authorized engine manufacturer repair shop

At a Special Term of the Supreme Court of the State of New York, held in and for the County of Cortland, Rochester, New York, on the ___ day of _____, 2012.

**SUPREME COURT
STATE OF NEW YORK COUNTY OF CORTLAND**

In the Matter of the Application of

**Hope Lake Condominium and
Hope Lake Investors, LLC,**

Petitioners,

**JUDGMENT
AND ORDER**

v.

**David Briggs, as Assessor of the
Town of Virgil, New York,**

Index No. 11-390

Respondent.

**For Review of the Assessment of Certain
Real Property in the Town of Virgil, New York
for the 2011 Tax Year.**

WHEREAS, The Petitioners having brought this proceeding under Article 7 of the Real Property Tax Law to review the assessment placed upon the parcel of real property in the Town of Virgil, County of Cortland, State of New York, and identified on the assessment rolls of the Respondent as described in Exhibit A (the "Property") as of taxable status date in the tax year 2011;

WHEREAS, it is now proposed that these proceedings be settled upon the terms and conditions set forth in the Settlement Agreement entered into between the attorneys for the respective parties and attached hereto as Exhibit A;

WHEREAS, upon reading said Settlement Agreement;

NOW, on the joint motion of Phillips Lytle LLP, attorneys for the Petitioner, (Mark J. Moretti, Esq., of counsel), and Hocker, Murphy, LLP, (Patrick Seeley, Esq., of counsel), attorneys for the Respondent, it is

ORDERED AND ADJUDGED, that the proposed settlement as set forth in the Settlement Agreement entered into between the attorneys for the respective parties on _____, 2012 be, and hereby is, determined to be reasonable, just and in the best interests of the Town of Virgil, and hereby is approved; and it is further

ORDERED AND ADJUDGED, that the assessment of the Property as set forth in the Settlement Agreement shall be reduced and the taxes thereon shall be paid in accordance with the terms and conditions of the Settlement Agreement; and it is further

ORDERED AND ADJUDGED, that the provisions of §727 of the Real Property Tax Law shall apply to the Settlement Assessment determined for the Property as set forth in the Settlement Agreement; and it is further

ORDERED AND ADJUDGED, that the within Judgment and Order be entered in the Cortland County Clerk's Office and a true copy thereof, with Notice of Entry thereon, together with a true copy of the Settlement Agreement, be filed among the permanent records of the Assessor of the Town of Virgil; and it is further

ORDERED AND ADJUDGED, that these proceedings are discontinued with prejudice and without costs or disbursements against either party.

Dated: _____, 2012

Justice of the Supreme Court

**SUPREME COURT
STATE OF NEW YORK COUNTY OF CORTLAND**

In the Matter of the Application of

**Hope Lake Condominium and
Hope Lake Investors, LLC,**

Petitioners,

**SETTLEMENT
AGREEMENT**

v.

**David Briggs, as Assessor of the
Town of Virgil, New York,**

Index No. 11-390

Respondent.

**For Review of the Assessment of Certain
Real Property in the Town of Virgil, New York
for the 2011 Tax Year.**

WHEREAS, the Petitioners and Respondent in the tax proceedings for tax year 2011, bearing Index Number 11-390, by and through their attorneys, Phillips Lytle LLP, for Petitioner, and Hocker, Murphy, LLP for Respondents, have stipulated and moved for an order of settlement of the above proceedings as follows:

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the parties hereto that a proposed Judgment and Order, a copy of which is annexed hereto, shall be made and entered, settling and discontinuing the above entitled tax certiorari proceedings to review the assessments for tax year 2011 placed upon Petitioners' parcel of real property in the Town of Virgil, County of Cortland, State of New York, identified on the assessment rolls of the Respondent as Tax Account Numbers referenced on Exhibit A, as of the taxable status dates in the tax year at issue, and that the following assessments for tax year 2011 be corrected and reduced as referenced on

Exhibit A, and, thereafter, pursuant to the stipulation of the parties, the assessment of the Property shall be fixed by the Respondent for tax years 2012, 2013 and 2014 at the Settlement Assessment and that §727 of the Real Property Tax Law shall be deemed to apply to the Settlement Assessment except that §727(2)(a) shall not apply to the Settlement Assessment, and

IT IS FURTHER STIPULATED AND AGREED that the assessment rolls and tax rolls of the Town of Virgil shall be amended to conform to the Judgment and Order and taxes levied against the Property by the Town of Virgil, County of Cortland and the School District shall be calculated in conformity therewith, and

IT IS FURTHER STIPULATED AND AGREED that Petitioners' real property tax liability to the Town of Virgil, County of Cortland, School District, and any other applicable taxing authority for Tax Year 2011 be reduced to reflect the tax liability as would be due on the Settlement Assessment for Tax Year 2011, and

IT IS FURTHER STIPULATED AND AGREED that the Respondents waive any and all interest, penalties and late fees relating to, all county, town, and school district taxes, that would not be paid provided the principal sums due on those assessments for the 2011 tax year is paid on or before December 31, 2012, and

IT IS FURTHER STIPULATED AND AGREED that the tax proceedings described herein for tax year 2011, bearing Index Number 11-390, be discontinued, on the merits and with prejudice, without costs to either party, upon payment of the aforementioned taxes and that an Order to that effect may be entered in the Cortland County Clerk's Office, and

PHILLIPS
LYTLE
LLP

ATTORNEYS

ROCHESTER, NY

IT IS FURTHER STIPULATED AND AGREED that this Settlement Agreement is made only for the purpose of resolving the pending litigation, to avoid the expenses thereof and for such other reasons as the parties deem material. In no event shall the Settlement Agreement or Judgment and Order, or any of its provisions, be offered or admitted in any other proceeding between the parties hereto relating to the Property.

Dated: _____, 2012

PHILLIPS LYTLE LLP

Mark J. Moretti, Esq.
Richard T. Tucker, Esq.
Attorney for Petitioner
1400 First Federal Plaza
Rochester, New York 14614
(585) 238-2000

Dated: _____, 2012

HOCKER MURPHY, LLP

Patrick L. Seely, Jr., Esq.
Hacker Murphy, LLP
Attorneys for Respondent
7 Airport Park Blvd.
Latham, New York 12110.

Doc # 02-281717.1

**PHILLIPS
LYTLE
LLP**

ATTORNEYS

ROCHESTER, NY

Hope Lake Investors, LLC
 2000 NYS Route 392
 Cortland, NY 13048

6/20/2012

Tax Map No. for each Parcel		Description			2011	6/14/2012
Water park & Hotel		Location	Unit Type	Acres	DB	ToV
					Actual	Settlement
					AV	AV
114800	127.00-09-14.200-	101	Condo	ACCESS A SUITE	82,500	58,920
114800	127.00-09-14.200-	103	Condo	ACCESS A SUITE	82,500	58,920
114800	127.00-09-14.200-	105	Condo	ACCESS A SUITE	82,500	58,920
114800	127.00-09-14.200-	201	Condo	F SUITE	153,700	108,044
114800	127.00-09-14.200-	202	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	203	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	204	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	205	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	206	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	207	Condo	B SUITE	132,700	91,555
114800	127.00-09-14.200-	208	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	209	Condo	B SUITE	132,700	91,555
114800	127.00-09-14.200-	210	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	211	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	212	Condo	B SUITE	132,700	91,555
114800	127.00-09-14.200-	213	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	214	Condo	B SUITE	132,700	91,555
114800	127.00-09-14.200-	215	Condo	D SUITE	215,200	148,475
114800	127.00-09-14.200-	216	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	217	Condo	E SUITE	246,700	170,208
114800	127.00-09-14.200-	218	Condo	D SUITE	215,200	148,475
114800	127.00-09-14.200-	219	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	220	Condo	E SUITE	246,700	170,208
114800	127.00-09-14.200-	221	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	222	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	223	Condo	F SUITE	153,700	108,044
114800	127.00-09-14.200-	224	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	226	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	301	Condo	F SUITE	153,700	108,044
114800	127.00-09-14.200-	302	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	303	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	304	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	305	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	306	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	307	Condo	B SUITE	132,700	91,555
114800	127.00-09-14.200-	308	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	309	Condo	B SUITE	132,700	91,555
114800	127.00-09-14.200-	310	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	311	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	312	Condo	B SUITE	132,700	91,555
114800	127.00-09-14.200-	313	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	314	Condo	B SUITE	132,700	91,555
114800	127.00-09-14.200-	316	Condo	D SUITE	215,200	148,475
114800	127.00-09-14.200-	318	Condo	A SUITE	82,500	58,920
114800	127.00-09-14.200-	317	Condo	E SUITE	246,700	170,208
114800	127.00-09-14.200-	318	Condo	D SUITE	215,200	148,475
114800	127.00-09-14.200-	319	Condo	C SUITE	164,200	113,288
114800	127.00-09-14.200-	320	Condo	E SUITE	246,700	170,208

6/20/2012

Tax Map No. for each Parcel			Location	Description		2011	6/14/2012
Water park & Hotel				Unit Type	Acres	DB	2011
						Actual	ToV
						AV	Settlement
						AV	AV
114800	127.00-09-14.200-	321	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	322	Condo	C SUITE		164,200	113,288
114800	127.00-09-14.200-	323	Condo	F SUITE		153,700	108,044
114800	127.00-09-14.200-	324	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	328	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	401	Condo	F SUITE		153,700	108,044
114800	127.00-09-14.200-	402	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	403	Condo	C SUITE		164,200	113,288
114800	127.00-09-14.200-	404	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	405	Condo	C SUITE		164,200	113,288
114800	127.00-09-14.200-	406	Condo	C SUITE		164,200	113,288
114800	127.00-09-14.200-	407	Condo	B SUITE		132,700	91,556
114800	127.00-09-14.200-	408	Condo	C SUITE		164,200	113,288
114800	127.00-09-14.200-	409	Condo	B SUITE		132,700	91,556
114800	127.00-09-14.200-	410	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	411	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	412	Condo	B SUITE		132,700	91,556
114800	127.00-09-14.200-	413	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	414	Condo	B SUITE		132,700	91,556
114800	127.00-09-14.200-	415	Condo	D SUITE		215,200	148,476
114800	127.00-09-14.200-	416	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	417	Condo	E SUITE		248,700	170,208
114800	127.00-09-14.200-	418	Condo	D SUITE		215,200	148,476
114800	127.00-09-14.200-	419	Condo	C SUITE		164,200	113,288
114800	127.00-09-14.200-	420	Condo	E SUITE		248,700	170,208
114800	127.00-09-14.200-	421	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	422	Condo	C SUITE		164,200	113,288
114800	127.00-09-14.200-	423	Condo	F SUITE		153,700	108,044
114800	127.00-09-14.200-	424	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	428	Condo	A SUITE		82,500	58,920
114800	127.00-09-14.200-	501	Condo	F SUITE		153,700	108,044
114800	127.00-09-14.200-	502	Condo	AL SUITE		108,700	74,996
114800	127.00-09-14.200-	503	Condo	CL SUITE		190,500	131,433
114800	127.00-09-14.200-	504	Condo	AL SUITE		108,700	74,996
114800	127.00-09-14.200-	505	Condo	CL SUITE		190,500	131,433
114800	127.00-09-14.200-	506	Condo	CL SUITE		190,500	131,433
114800	127.00-09-14.200-	507	Condo	BL SUITE		194,200	133,988
114800	127.00-09-14.200-	508	Condo	CL SUITE		190,500	131,433
114800	127.00-09-14.200-	509	Condo	BL SUITE		194,200	133,988
114800	127.00-09-14.200-	510	Condo	AL SUITE		108,700	74,996
114800	127.00-09-14.200-	511	Condo	AL SUITE		108,700	74,996
114800	127.00-09-14.200-	512	Condo	BL SUITE		194,200	133,988
114800	127.00-09-14.200-	513	Condo	AL SUITE		108,700	74,996
114800	127.00-09-14.200-	514	Condo	BL SUITE		194,200	133,988
114800	127.00-09-14.200-	515	Condo	AL SUITE		108,700	74,996
114800	127.00-09-14.200-	516	Condo	AL SUITE		108,700	74,996
114800	127.00-09-14.200-	517	Condo	BL SUITE		194,200	133,988
114800	127.00-09-14.200-	518	Condo	AL SUITE		108,700	74,996
114800	127.00-09-14.200-	519	Condo	E SUITE		248,700	170,208
114800	127.00-09-14.200-	520	Condo	BL SUITE		194,200	133,988
114800	127.00-09-14.200-	521	Condo	CL SUITE		190,500	131,433
114800	127.00-09-14.200-	522	Condo	AL SUITE		108,700	74,996

6/20/2012

Tax Map No. for each Parcel					Description		2011	6/14/2012
Water park & Hotel					Location	Unit Type	Acres	2011
								ToV
								Settlement
								AV
114800	127.00-09-14.200-	523	Condo	AL SUITE			108,700	74,998
114800	127.00-09-14.200-	524	Condo	CL SUITE			190,500	131,433
114800	127.00-09-14.200-	525	Condo	F SUITE			163,700	108,044
114800	127.00-09-14.200-	526	Condo	CL SUITE			190,500	131,433
114800	127.00-09-14.200-	528	Condo	AL SUITE			108,700	74,998
114800	127.00-09-14.200-	530	Condo	AL SUITE			108,700	74,998
Residential Units							15,073,800	10,400,000
114800	127.00-09-14.200-	2	Condo	414 - Hotel			4,263,000	2,100,000
Condominium All Units							19,336,800	12,500,000
114800	127.00-09-14.100		Clute Rd	545 - Indoor swlm	8.00		1,750,000	1,750,000
114800	127.00-09-14.200		Route 392	330 - Vacant comm	11.63		232,800	232,800
Commercial Other							1,982,800	1,982,800
Grand Total							21,319,400	14,482,800

CORTLAND ENLARGED CITY SCHOOL DISTRICT

FOOD SERVICE AGREEMENT

This agreement entered into this 1st day of July 2012 by and between the Cortland Enlarged City School District, party of the first part, hereinafter referred to as the District, and the St. Mary's School, party of the second part, hereinafter referred to as St. Mary's, do hereby mutually agree that:

1. The District, as the Sponsoring Agency, agrees to continue service to St. Mary's, as a recipient agency, for the 2012-13 program period September 2012 through June 2013.
2. This Agreement is renewable each school year with the mutual consent of both parties to the Agreement. This Agreement may be terminated by either party upon the filing of 60 days prior notice in writing to the other party.
3.
 - (a) The District agrees to perform administrative functions normally conducted by a Sponsoring Agency such as, but not limited to, ordering food and milk, filing claims, filing required reports, conducting hearings and such other administrative tasks not otherwise expected in this Agreement.
 - b) The District agrees to prepare and deliver lunches to St. Mary's on each school day that the District's schools are in session. The District further agrees to provide one (1) Food Service Helper employee at the point of service, the costs of said employee to be borne by the District. The menu will be identical to that published for service at the public elementary schools.
4. St. Mary's, in consideration of lunches and other services provided by the District, agrees to:
 - (a) Pay a monthly administrative charge of \$110.00 for ten months, September through June, to the District to cover expenses incurred by the District, such as, Administrative Personal Services, postage, advertising, supplies and materials.
 - (b) Repair, maintain, or replace equipment necessary to the operation of the program, equipment to mean having a unit value of \$50.00 or more for replacement purposes.
 - (c) Assign Government Donated Food allocation to the District.
 - (d) The release of all funds (revenues) to the District that are generated by the direct operation of the School Lunch Program.
 - (e) Guarantee the District payment for documented losses sustained as a result of operating the Lunch Program for St. Mary's. The District's Business Official will provide quarterly financial status reports to the Chief School Officer at St. Mary's. Documented losses, if any, will be paid by St. Mary's during the month of June of the current school year.
 - (f) Agrees to reimburse the District for time worked by the District's on site employee and authorized by St. Mary's beyond the hours per day required under 3 (b) above at the rate of \$14.35 per hour. (rate subject to change)
 - (g) Maintain the food serving and dining areas in a sanitary condition (custodial services) acceptable at all times to the Cortland County Health Department.

5. The District agrees that the monthly administrative charge in item 4 (a) of this agreement will be offset by any net profit generated as shown in the quarterly financial report, item 4 (e), up to a maximum of \$1,000 of the current school year. Credit will not carry over from one school year to the next.
6. The District agrees that any net profit over and above that used in item 5 will be added to the inventory credit before demanding payment as provided for in item 4 (e).
7. Any dispute between the parties to this Agreement shall first be presented to the Chief School Officers of St. Mary's and the District for resolution; if the dispute cannot be resolved at this level, the matter shall be presented to the District's Board of Education for final settlement.

Both parties recognize the intent and purpose of a Child Nutrition Program and pledge their support to serve the children nutritious meals at a reasonable charge in accordance with existing Federal, State and local regulations.

FOR: CORTLAND ENLARGED CITY SCHOOL DISTRICT:

Chief School Officer

Date

FOR: ST. MARY'S SCHOOL:

Chief School Officer

Date

**SUBSTITUTE REGISTERED NURSE
AND
SUBSTITUTE LICENSED PRATICAL NURSE PAY**

EFFECTIVE 9/1/12

Loyalty Incentive

<u>Base Year Days</u>	<u>Current Year Rate</u>
0 - 25 days	\$16.25
26 – 60 days	+\$0.50
61+ days	+\$0.75

Long Term Subs (Continuous days without interruption)

1 – 10 days	Current year rate for sub
11 – 30 days	+\$1.00 per hour
31+ days	New Entry Rate
61+ days	Paid holidays per District Holiday Schedule

Scheduled Substitute Service for Physicals

Any substitute RN who accepts and fulfills such assignment will receive an additional \$1.00 per hour.

cc: Cabinet
BOE 08/07/12