

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

**CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, August 21, 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. **APPOINTMENT OF NEW BOARD MEMBER AND ADMINISTRATION OF OATH OF OFFICE**
5. **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
 - 2) Audit Committee Report
6. **PRESENTATIONS:**
 - a. Parent/Grandparent Coalition - Presentation by: Regina Ferro and Loreen Geiger
 - b. Capital Project Update
7. **CONSENT ITEMS:**
 - a. Minutes of August 7, 2012 Regular Meeting
 - b. CSE/CPSE Recommendations
8. **OLD BUSINESS:**
 - a. Approval of Inter-Municipal Agreement for Internal Audit Services with Questar III BOCES
9. **NEW BUSINESS:**
 - a. Approval of CAPCO/Head Start Food Service Program Pricing
 - b. Approval of User Fees for Cortland Jr.-Sr. High School Athletic Facilities
 - c. Approval of OT/PT Contract Extensions with Cortland Regional Medical Center
 - d. Approval of BOCES Food Service Agreement for September 2012 – June 2013
 - e. Contract Renewal for Virgil Snow Removal and Sanding
10. **PERSONNEL ACTION:**
 - a. Approval of Personnel Resignations and Leaves
 - b. Approval of Non-Instructional Personnel Appointments
 - c. Approval of Instructional Personnel Appointments
11. **LEADERSHIP REPORTS:**
 - a. Director of Business Operations
 - b. Assistant Superintendent for Pupil and Personnel Services
 - 1) Enrollment Update
 - c. Superintendent
 - 1) Change Order Summary
12. **AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).**
13. **NEXT MEETING AGENDA REVIEW**
14. **ADJOURNMENT**

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

A Regular Meeting of the Board of Education was held on Tuesday, August 7, 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, and Ms. Alane Van Donsel

Absent: 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; Mr. Michael Hoose, Incoming Superintendent; School and Community Representatives; Ms. Margaret Baccaro, Clerk

1. **CALL TO ORDER:** Ms. Van Donsel called the meeting to order at 6:00 p.m.
2. **EXECUTIVE SESSION**
In accordance with Public Officer's Law Section 96, Subdivision 1, Ms. Van Donsel called for an Executive Session to discuss the medical, financial, credit or employment history of particular persons.
Moved by Ms. Davis-Howard, seconded by Ms. Griffin. No further discussion.
Final Vote: Yes – 5, No – 0. Motion Carried.
The Executive Session adjourned at 7:30 p.m.
Moved by Mr. Natoli, seconded by Mr. Colongeli. No further discussion
Final Vote: Yes – 5, No – 0. Motion Carried.

Prior to recalling the meeting to order, the Board held a brief farewell reception for Interim Superintendent Dr. John Lutz to express their gratitude for stepping in to provide leadership during a time of transition between superintendents.
3. **RECALL TO ORDER and PLEDGE OF ALLEGIANCE:** Ms. Van Donsel recalled the meeting to order at 7:50 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
 - (a) Capital Project BAN Summary
Ms. Van Donsel reported, on July 16, she had signed two BANs (Bond Anticipation Notes), for \$13 million and \$13.5 million. They are one-year short term loans to replace two previous BANs.
 - (b) Progress on Filling Board Vacancy
Three individuals have expressed interest in filling the current Board vacancy. Members will conduct interviews on August 13, 2012, with the intent to appoint on August 21.
 - 2) Audit Committee
 - (a) Meeting Schedule and Charter
The Audit Committee (Ms. Griffin, Ms. Davis-Howard and Mr. Natoli) will meet Wednesday, August 15, 6:00 p.m. Mr. Littlefield and Mr. Hoose will attend as well.
5. **PRESENTATIONS:**
 - a. Food Service – Frances Zaryski, Cafeteria Manager
Mr. Frances Zaryski, Cafeteria Manager, provided an overview of the school lunch program. He explained the mandatory implementation of the Healthy Hunger Free Kids Act which will bring changes to the breakfast and lunch programs, and increased food costs. As part of this Act, schools must meet minimum pricing requirements set by the USDA which will require an increase in our prices.

b. Master Scheduling – Greg Santoro

Mr. Greg Santoro provided an overview of Master Scheduling and our progress in completing student schedules for the upcoming school year.

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

610365380, 607000169, 610395646, 607000119, 607000163, 607000459, 610385234, 610395647, 610375511, 607000433, 610395305, 607000395

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

Moved by Mr. Natoli, seconded by Mr. Colongeli.

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

7. **OLD BUSINESS:**

a. Approval of Cafeteria Prices

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

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

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

8. **NEW BUSINESS:**

a. Declaration of Surplus Vehicles

Resolved, upon the recommendation of the Superintendent, to declare seven vehicles as Surplus Equipment per the list dated August 1, 2012, as presented.

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

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

b. Approval of Inter-Municipal Agreement for Internal Audit Services with Questar III BOCES

RESOLVED, upon the recommendation of the Superintendent, to approve the continuation of the Inter-Municipal Agreement with Questar III BOCES for Internal Audit Services for the 2012-13 school year as presented.

Moved by Mr. Natoli seconded by Ms. Davis-Howard. Discussion: Members are negotiating a change in the proposed agreement, therefore this item was tabled.

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

c. Approval of BOCES Transportation Request for Special Ed Program

Resolved, upon the recommendation of the Superintendent, to approve the renewal of the Transportation Contract with OCM BOCES for the daytime transportation of special education students attending BOCES for therapeutic and/or program needs as presented.

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

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

d. Approval of OCM BOCES Services Contract AS-7

Resolved, upon the recommendation of the Superintendent, to approve the OCM BOCES Services Contract for the 2012-13 school year as presented.

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

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

e. Approval of 3-Year Contract, June 1, 2012-June 1, 2015, with Matthews Buses, Inc. for Warranty Parts and Labor

Resolved, upon the recommendation of the Superintendent, to approve the Daimler Dealer-Sponsored Customer Performed Warranty Agreement, June 1, 2012-June 1, 2015, with Matthews Buses for warranty parts and labor as presented.

Moved by Mr. Natoli, seconded by Ms. Davis-Howard. Discussion: Dr. Lutz explained that this contract formalizes a gentleman's agreement and allows the District to purchase warrantee parts and repair buses in a timely fashion, and saves the District money.

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

- f. Approval of Proposed Settlement Agreement with Hope Lake Condominium/Hope Lake Investors, LLC
WHEREAS, two lawsuits have been brought to contest the real property tax assessments on certain property located within the Town of Virgil, which lawsuits are captioned *Hope Lake Condominium and Hope Lake Investors, LLC v. David Briggs, as Assessor for the Town of Virgil*, Cortland County Supreme Court Index No. 11-390; and *Rhodian Heights Condominium v. David Briggs, as Assessor of the Town of Virgil*, Cortland County Supreme Court Index No. 11-391, and
WHEREAS, the parties involved herein are the County of Cortland, Town of Virgil and the Cortland Enlarged City School District, and
WHEREAS, the Cortland Enlarged City School District entered into an Inter-municipal Agreement with the Town of Virgil and County of Cortland to share the cost and expenses of defending the above lawsuits, and
WHEREAS, the parties have reached an agreement and stipulation resolving all issues relating to said lawsuits, NOW, THEREFORE BE IT
RESOLVED, that the Cortland Enlarged City School District authorizes the settlement of the tax assessment for the year 2011 in accordance with the attached Stipulation and Agreement.

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

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

- g. Approval of Food Service Agreement with St. Mary's
Resolved, upon the recommendation of the Superintendent, to approve the Food Service Agreement with St. Mary's for the 2012-13 school year as presented.
Moved by Ms. Davis-Howard, seconded by Ms. Griffin. Discussion: None.
Final Vote: Yes – 5, No – 0. Motion Carried.
- h. Approval of New Fee for Tax Searches
Resolved, upon the recommendation of the Superintendent, to increase the current tax search fee to \$25 consistent with the rate charged by the County and City.
Moved by Mr. Natoli, seconded by Ms. Griffin. Discussion: Dr. Lutz noted that it is prudent at this time to raise our rates to be comparable to the City and County rates.
Final Vote: Yes – 5, 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. 10.94.
Moved by Ms. Griffin, seconded by Ms. Davis-Howard. Discussion: None.
Final Vote: Yes – 5, No – 0. Motion Carried.
- b. Approval of Non-Instructional Personnel Appointments
Resolved, upon the recommendation of the Superintendent, to approve the appointments for Non-Instructional Personnel as presented on Schedule of Appointment 1067.
Moved by Ms. Natoli, seconded by Ms. Griffin. Discussion: None.
Final Vote: Yes – 5, 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 2196, 2197, 2198, 2199, 2200 and 2201.
Moved by Ms. Griffin, seconded by Ms. Davis-Howard. Discussion: None.
Final Vote: Yes – 5, No – 0. Motion Carried.
- d. Approval of Substitute Nursing Rates for 2012-13
SUGGESTED RESOLUTION: Resolved, upon the recommendation of the Superintendent, to approve Substitute Rates for Nurses for 2012-13, as presented.
Moved by Ms. Griffin, seconded by Mr. Natoli. Discussion: None.
Final Vote: Yes – 5, No – 0. Motion Carried.

10. LEADERSHIP REPORTS:

- a. Director of Business Operations
- 1) Excellus Senior High Option – Mr. Littlefield advised the Board that Excellus will be discontinuing the Senior High Option (Medicare wraparound coverage currently offered to our retirees over sixty-five) at the end of December. His office will be contacting our retirees who subscribe, to advise them

of this change, assure them that their coverage will continue, and that the district will be working to find alternative coverage.

- b. Assistant Superintendent for Pupil and Personnel Services
 - 1) Recruitment Update – Mrs. Riley reported that the District had twenty-three instructional vacancies to fill this summer. She was pleased to share that all but four have been filled, and currently interviews are taking place for the remaining openings. New Teacher Orientation will be held on August 28.
- c. Superintendent
 - 1) Updates from the Superintendent:
 - (a) Dr. Lutz read a thank-you note to the Board from Jean Pawlak.
 - (b) Capital Project – Dr. Lutz shared a list of Capital Project priorities. Five of our six buildings list roof repair as a first priority should there be money available as we close the Capital Project.
 - (c) Concussion Management Plan – Dr. Lutz announced that the Concussion Management Plan is complete. It can be found posted to the District website under Athletics.
 - (d) Ice Hockey Coach – The District is working to formalize an agreement, formerly a Gentlemen’s Agreement, for the shared ice hockey coach with Homer. Although there has never been a problem with the informal agreement it was felt it was time to formalize it.
 - (e) Building Use Fees – Dr. Lutz met with Machell Phelps, Director Cortland Regional Sports Council, to discuss building use fees. A recommendation for revised fees, to aligned us with SUCC and TC3, will be an agenda item for the next meeting.
 - (f) Dr. Lutz recognized Annette Herbert, Smith School Librarian, for a book review she had published in the NYSUT *Check it out*.
 - (g) Congressional Record – Dr. Lutz read from a Congressional Record congratulating Mrs. Passeri-Densmore’s 8th grade class for achieving First Place in this year’s NASA Space Settlement competition, and honoring Ms. Passeri-Densore for motivating and inspiring her students.
 - (h) Governor’s Veto – Dr. Lutz shared a copy of a letter he had written to Governor Cuomo thanking him, on behalf of the Board, for vetoing NY Senate Bill S.7722-A.
 - (i) Bill A.8291-A/S.5771-A – NYSSBA is again asking districts to voice opposition against a mandate that passed both houses of the legislature during the final days of the legislative session. Dr. Lutz and Alane will develop a letter to the Governor.
 - (j) Dr. Lutz read a letter from Michelle Kavanaugh, Superintendent Honeoye Falls-Lima Central School District, congratulating the Board on its wise selection of Michael Hoose as new Superintendent.
 - 2) Achievement Data – Dr. Lutz provided data on the NYS 2011-12 Grades 3-8 ELA and math assessment results, an analysis of state exam results compiled by Greg Santoro, a diploma summary for 2011-12 and a chart reflecting Regents results 2006-2012.
 - 3) Willowbrook Golf Club – Dr. Lutz provided members with copies of the 2012 Golf Team Plan and Range Agreement with the Willowbrook Golf Club for the fall 2012 golf season. The golf course will provide use of the course and driving range at no cost to the District.

Dr. Lutz concluded by thanking the Board for their support throughout his interim term.

Melissa Davis-Howard shared information regarding the governor’s reform commission established to hear “testimony” on public schools. Hearings will take place August 8, August 14 and August 28. In addition, ideas and thoughts can be submitted to the commission via www.governor.ny.gov/webform/educationCommissionForm.

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

Ms. Loreen Geiger, PTAG President, and Ms. Regina Ferro, Cedar Street, addressed the Board with a proposal for a Parent/Grandparent Coalition. The Parent/Grandparent Coalition, sponsored by PTAG, is a group of volunteers that will be invited to assist in the monitoring of cafeteria time or free outdoor time at the Jr.-Sr. High School. The group will serve as a support group for all children. Ms. Geiger and Ms. Ferro asked to be put on the August 21 Board agenda to formally present their program.

12. NEXT MEETING AGENDA REVIEW

- Parent/Grandparent Coalition Presentation
- Approval of Inter-Municipal Agreement for Internal Audit Services with Questar III BOCES (Tabled)

13. ADJOURNMENT

As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn at 9:30 p.m.

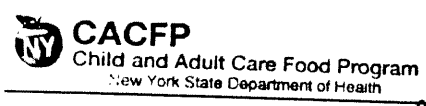
Moved by Mr. Natoli, seconded by Ms. Griffin. No further discussion.

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

Ms. Margaret Baccaro, Clerk

9.a.

CACFP Agreement # 2187



INVITATION FOR BID and VENDOR CONTRACT to Provide Meals and/or Snacks

1. This is a Contract between Cortland County Community Action Program, Inc. (referred to as the Organization) and the food service management company or caterer Cortland School District (referred to as the Vendor) to provide meals and/or snacks to the following centers:

Name of Center	Address of Center	Number of Breakfasts per day	Number of Lunches/Suppers per day	Number of Snacks per day
Parker Center	89 Madison St., Cortland, NY 13045	16	16	
Smith Center	33 Wheeler Ave., Cortland, NY 13045	16	16	
Randall Center	31 Randall St., Cortland, NY 13045	16	16	

Attach additional sheets if necessary

The Organization may add or delete centers to this Contract or change any center's delivery address with 30 days written notice to the Vendor.

- 2. This Contract is in effect from 9/5/12 to 6/28/13 and may be terminated by mutual consent or by either party for reasons of cause with at least 30 days notice.
- 3. The Vendor will provide meals and snacks that meet or exceed the CACFP Meal Pattern requirements described on page 5, as well as policy memos issued by NYS CACFP and USDA, the Food Buying Guide for Child Nutrition Programs and the manual *Crediting Foods in CACFP*. These materials are available from the Organization and CACFP for reference in food preparation and service.

4. The price per meal, based on the menus on page 6 or attached by the Organization, including food, labor, paper products and delivery is:

Breakfast \$ 1.95 each
 Lunch/Supper \$ 2.92 each
 Snack \$ — each
Total Bid \$ 4.87

Adults
 1.96 breakfast
 3.15 lunch
 5.11

- 5. The Organization is required to pay the Vendor within:
 - 30 days of billing
 - 60 days of billing
 - other _____
- 6. The number of meals indicated above is only an estimate and not a purchase commitment. The Organization may increase or decrease the number of meals by calling the Vendor (choose one):
 - before NOON am/pm the preceding day
 - 48 hours in advance
 - before _____ am/pm on the day of service
 - other: _____

The Vendor will deliver each meal either: individually packaged (unitized) OR food in bulk

at the following times: Breakfast 8:30 am Lunch/Supper 11:30 pm Snack _____ pm

7. When an emergency situation exists which might prevent the Vendor from delivering a meal component as specified on the approved menu or the entire meal, the Vendor shall notify the Organization immediately so substitutions can be agreed upon or the Organization can make alternative arrangements.

8. Meals provided will be tasty and appetizing and prepared in a manner that conserves the nutritive quality of foods at all stages of food preparation, delivery and service. Preparation and delivery shall meet all state and local health and sanitation requirements.
9. The Vendor has a state or local health department permit for any facility in which meals are prepared. The Vendor will maintain this health certification for the duration of the Contract. The Organization has the right to inspect the Vendor's meal preparation facilities and delivery vehicles.
10. The Organization is not required to pay for meals that:
 - a. do not meet CACFP requirements
 - b. are spoiled or unwholesome at the time of delivery
 - c. have not been prepared or held according to state or local health codes
 - d. are delivered later than the specified meal times without permission from the Organization OR
 - e. have been changed without agreement by the Organization
11. In the case of handicapped CACFP participants as defined in 7 CFR 15b, the Vendor will work with the Organization to meet the needs of special diets at no additional cost. In the case of non-handicapped CACFP participants, the Vendor will make an effort to accommodate physician's orders, to the extent practicable, at no additional cost.
12. The Vendor will provide to the Organization:
 - a. daily delivery invoices (see samples on page 7) which indicate the actual food items delivered and the quantity of each item:
 - for unitized meals, the invoice will include the portion size of each food item, the number of meals, the date of delivery and a signature line for center staff
 - for food delivered in bulk, the invoice will include the number of pans or containers, the number and size of servings per pan or container and the size or weight of cans, boxes, etc.
 - b. a monthly bill which includes the total number of meals delivered and the unit price per meal
 - c. monthly menus
13. The Vendor will maintain full and accurate records including daily production records, recipes, CN labels for commercially prepared foods, receipts for meal costs, and billing statements which will be available to the Organization and any state or federal official at any reasonable time and place, for three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress).
14. Prior to the end of the Contract the Organization purchasing meals may offer to extend the Contract. If so, the Organization and Vendor must sign a one-year Extension of Vendor Contract every year. The Contract may be extended four times.

<p>Certification by authorized representative of the Organization purchasing meals: By signing this agreement the Organization agrees to pay the Vendor for all meals and snacks provided under the terms of this Contract.</p> <p>Signature _____</p> <p>Print Name _____</p> <p>Title _____</p> <p>Date ____/____/____</p>	<p>Certification by Vendor representative: By signing this agreement the Vendor agrees to provide the Organization with meals and snacks that meet CACFP requirements under the terms of this Contract.</p> <p>Signature <u>Stephen Littlefield</u></p> <p>Print Name <u>Stephen Littlefield</u></p> <p>Title <u>Intervim Business Administrator</u></p> <p>Date <u>08/14/12</u></p>
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Organization – Use the sample menus on page 6 or develop and attach your own menu.

Vendor – Attach a copy of health department permit, four-week cycle menu and daily delivery invoice.

g.d.

CORTLAND ENLARGED CITY SCHOOL DISTRICT

FOOD SERVICE AGREEMENT

This Agreement entered into this 1st day of September 2012 by and between the Cortland Enlarged City School District, party of the first part, hereinafter referred to as the District, and the Onondaga-Cortland-Madison BOCES, party of the second part, hereinafter referred to as BOCES, do hereby mutually agree that:

1. The District, as the Sponsoring Agency, agrees to continue service to BOCES, as a recipient agency, for the 2012-13 program period September 2012 through June 2013.
2. This relationship is renewable each school year by mutual agreement.
3. The District will provide meals and labor and any other services normally provided other recipient agencies except as otherwise stipulated in this agreement.
4. BOCES will review applicants for free and reduced price meals.
5. BOCES will pay a monthly administrative surcharge of \$110.00 for ten months, September through June, to the District.
6. BOCES guarantees the District payment for any documented losses as a result of lunch sales determined at the end of May 2013 with a final payment, if any, in June 2013.
7. BOCES agrees to pay for any special services rendered by the Food Service Helper above the normal 2 1/2 hours per day at the rate of \$14.35 per hour. (rate subject to change)
8. BOCES agrees to provide all services, except meals and direct labor, including the transporting of food from the Cortland Jr.-Sr. High School to BOCES.
9. This Agreement may be terminated by either party during the school year with 30 days notice in writing.
10. The District will perform administrative functions normally handled by the Sponsoring Agency, such as, but not limited to, ordering food and milk, filing claims, filing required reports and conducting hearings.

Both parties recognize the purpose of a school lunch program and pledge their support to serve the children nutritious meals in accordance with current rules and regulations.

FOR: CORTLAND ENLARGED CITY SCHOOL DISTRICT:

Chief School Officer

Date

FOR: ONONDAGA-CORTLAND-MADISON BOCES:

Chief School Officer

Date

CORTLAND ENLARGED CITY SCHOOL DISTRICT

SNOW PLOWING AGREEMENT

This Agreement entered into this 1st day of September 2012 between the *CORTLAND ENLARGED CITY SCHOOL DISTRICT*, 1 Valley View Drive, Cortland, New York, and the *TOWN OF VIRGIL*, in the County of Cortland, State of New York, is for the plowing of snow in certain areas around the Virgil Elementary School, for a PERIOD OF ONE YEAR, being the 2012-13 school year.

SCOPE OF WORK:

Plowing of snow and sanding as necessary from the areas around said school building known as the parking lot, bus loading area and roadway to the cafeteria. Excluding small parking lot in the front of the building off Church Street.

For the satisfactory performance of the above service, the *CORTLAND ENLARGED CITY SCHOOL DISTRICT* agrees to pay the sum of:

Two Thousand Dollars (\$2,000.00) for the 2012-13 school year - Plowing

One Thousand Dollars (\$1,000.00) for the 2012-13 school year - Sanding

before the end of said school year (June 30, 2013) to the *TOWN OF VIRGIL* after the submission of the attached claim form by the *TOWN OF VIRGIL*.

In the event of extraordinary weather conditions resulting in plowing and sanding beyond what is usual, regular or customary, the *CORTLAND ENLARGED CITY SCHOOL DISTRICT* agrees to pay in addition to the sum above the sum of:

10% times the total District cost in excess of \$17,650.00 for Snow Plowing/Removal/Sanding paid to all contractors during the 2012-13 school year. (The figure \$17,650.00 representing the District usual, regular or customary cost for Snow Plowing/Removal/Sanding.)

before the end of said school year (June 30, 2013) to the *TOWN OF VIRGIL*. District calculation and notification of any additional payment due to the Town will be made in June of 2013.

The bill for such service shall be payable when rendered on the claim form provided by the *CORTLAND ENLARGED CITY SCHOOL DISTRICT*.

The District additionally agrees to reimburse the Town of Virgil at the rate of sixty-five dollars (\$65.00) per hour for the plowing of the Virgil Elementary School Parking Lot North. Bills to be submitted by the Town monthly.

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

CORTLAND ENLARGED CITY SCHOOL DISTRICT

TOWN OF VIRGIL

Director of Business Services

Town Supervisor