

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, September 25, 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) NYSSBA Board Officers Training – September 13, 2012
 - 2) Board Retreat Update
 - 3) Audit Committee Report – September 19, 2012 Meeting
 - 2) Board Retreat Update
 - 3) Audit Committee Report – September 19, 2012 Meeting
 - d. NYSSBA 2012 Annual Business Meeting - Discussion of Resolutions
5. **PRESENTATIONS:**
 - a. Capital Project Update
6. **CONSENT ITEMS:**
 - a. Minutes of September 11, 2012 Regular Meeting
 - b. CSE/CPSE Recommendations
7. **OLD BUSINESS:**
 - a. Approval of CAA (Cortland Administrators Association) APPR Addendum
8. **NEW BUSINESS:**
 - a. Approval of Correction to Tax Roll – Parcel #25.-1-28.11
 - b. Financial Reports: Treasurer's Report, Appropriations, Trial Balance, Revenues, Intrafund Transfers, Warrant – End of Year June 2012, and Extra Classroom Activity Fund Quarterly Reports September 30, 2011 and December 30, 2011
 - c. Approval of Rental Agreement for Ice Hockey at Cortland Sports Complex, Inc.
 - d. Approval of Surplus Auction Bid Awards
 - e. Approval of Contract Agreement between the County of Cortland and Cortland Enlarged City School District for Pre-K Related Services for 2012-2014
 - f. Interim Contract – 9-10 Principal
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 Memorandum of Agreement – Suzanne Amante
10. **LEADERSHIP REPORTS:**
 - a. Director of Business Operations
 - 1) Financial Update
 - b. Assistant Superintendent for Pupil and Personnel Services
 - c. Superintendent
 - 1) Capital Project Change Order Summary
11. **AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).**
12. **NEXT MEETING AGENDA REVIEW**
13. **ADJOURNMENT**

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, September 11, 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, September 11, 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, Mr. William Stark, Ms. Alane Van Donsel, Mr. William Young
Also Present: Mr. Michael Hoose, Superintendent of Schools; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Mr. Stephen Littlefield, Interim Director Business Services; Ms. Susan Bridenbecker, Director Business Services; Cortland Standard Representative; School and Community Representatives; Ms. Margaret Baccaro, Clerk

1. **CALL TO ORDER:** Ms. Van Donsel called the meeting to order at 6:05 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 Mr. Natoli. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.
The Executive Session adjourned at 7:00 p.m.
Moved by Mr. Natoli, seconded by Ms. Davis-Howard. No further discussion
Final Vote: Yes – 7, No – 0. Motion Carried.
3. **RECALL TO ORDER and PLEDGE OF ALLEGIANCE:** Ms. Van Donsel recalled the meeting to order at 7:05 p.m. and the Pledge of Allegiance was recited. Ms. Van Donsel asked for a moment of silence to remember the victims of the 9/11 terror attacks.
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) Policy Committee – Ms. Van Donsel asked for volunteers to serve on the Board Policy Committee. Ms. Griffin, Mr. Natoli and Ms. Van Donsel volunteered. They will establish a meeting schedule.
 - (b) NYSSBA Board Officers Academy – Ms. Van Donsel advised the Board that she and Mr. Hoose would be attending the Board Officers Academy on September 13.
 - 2) NYSSBA 2012 Annual Business Meeting – Ms. Van Donsel asked members to review the proposed resolutions in the *Voting Delegate's Guide* distributed in their Board packets. Members will review the proposed resolutions at the next two meetings and Ms. Van Donsel, the Board's voting delegate, will record the positions taken by our Board and vote accordingly at the NYSSBA Annual Business Meeting. Mr. Colongeli shared that resolutions pertaining to compensation for Board members have been proposed, but voted down, in the past. Members discussed the topic and reached consensus that they would neither pursue nor support a resolution seeking compensation for Board members.
 - 3) Board Retreat – Members completed calendars reflecting availability for a retreat. To allow all members to participate, the retreat will be held in the evening.
5. **PRESENTATIONS:**
 - a. Introduction of 2012 Staff of Excellence Award Recipients
The Board recognized the 2012 Staff of Excellence Award Recipients Mr. Steven Hulslander, Head Custodian at Barry Elementary, and Ms. Crista Stark, Kindergarten teacher at Barry Elementary.
 - b. 2012 Tenure Recipients
Ms. Van Donsel named and congratulated the 2012 tenure recipients. Each will receive a certificate as a token of this significant accomplishment.

At 7:07p.m.the Board recessed to hold a brief reception in recognition of our Staff of Excellence and Tenure recipients. The Board reconvened at 7:35 p.m.

c. Capital Project Update – Brian Domke

Mr. Brian Domke, Tetra Tech Architects and Engineers, provided an update on the site improvements at Barry School, specifically, the new storm water drainage areas in the bus circle. These areas were designed to connect to the city's storm water system which it has been found does not extend to this area. To meet DEC compliance and enhance the safety of students, the original site plan has been modified to construct drywell structures with grates.

6. **CONSENT ITEMS:**

a. Minutes of August 21, 2012 Regular Meeting

b. CSE/CPSE Recommendations

607000142, 610317761, 610316631, 607000124, 607000217, 607000125, 607000126, 607000128, 610273505, 607000499, 607000213, 610350592

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

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

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

7. **OLD BUSINESS:** None

8. **NEW BUSINESS:**

a. Approval of AV Equipment Bid Award

Resolved, upon the recommendation of the Superintendent, to award the bid for AV equipment to Audio Video Corporation, 6365 Collamer Drive, East Syracuse NY, as the lowest responsible bidder meeting specifications on a line item basis, as presented.

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

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

b. Approval of Surplus Auction Bid Awards

Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby accepts the bid of \$500.00 for a 1998 Ford Windstar Van (VIN 1FMZA51U6WBD34877) from Paul Simon of North Syracuse, NY through their bid on the Auctions International website.

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

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

Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby accepts the bid of \$531.00 for a 1997 Chevrolet Suburban (VIN 1GNEC16R8VJ347979) from Baum Construction Company of Central Square, NY through their bid on the Auctions International website.

Moved by Ms. Davis-Howard, seconded by Mr. Stark. Under discussion Mr. Littlefield was thanked for initiating the surplus sales.

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

c. Approval of Amendment to Tax Roll – Tax Map #117.00-02-03.100

Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby corrects the tax roll to reflect the following subdivision of parcel 117.00-02-03.100 in Blodgett Mills, NY, formally owned by the estate of Barbara Angell. Parcel 117.00-02-03.100 with a taxable assessed value of \$180,400.00 is now:

- Parcel 117.00-07-07.000 owned by Jeffery and Celestine Hall with a taxable assessed value of \$27,200.00.
- Parcel 117.00-07-08.000 owned by Walter and Donna Nichols with a taxable assessed value of \$22,500.00.
- Parcel 117.00-07-10.000 owned by Nicholas Kaminski and Chelsea Hall with a taxable assessed value of \$15,600.00.
- Parcel 117.00-07-11.000 owned by the Estate of Barbara Angell with a taxable assessed value of \$32,000.00.

- Parcel 117.00-07-14.000 owned by Steven and Elizabeth O'Donnell with a taxable assessed value of \$7,100.00.
- Parcel 117.00-07-17.000 owned by James Hoch and Audrery Balander with a taxable assessed value of \$5,600.00.
- Parcel 117.00-07-18.000 owned by Paul and Diane Slowery with a taxable assessed value of \$17,400.00.
- Parcel 117.00-07-22.000 owned by Kenneth Angell with a taxable assessed value of \$11,400.00.
- Parcel 117.00-07-25.000 owned by Wayne and Katherine Eastman with a taxable assessed value of \$27,300.00.
- Parcel 117.00-07-26.000 owned by the Estate of Barbara Angell with a taxable assessed value of \$14,300.00.

Moved by Ms. Davis-Howard, seconded by Mr. Colongeli. Under discussion Mr. Hoose shared that the subdivision of this property was not reflected in the original tax roll.

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

- d. Approval of Correction to Tax Roll – Parcel #25.-1-28.11
Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby corrects the taxable assessed value of parcel number 25.-1-28.11 in the Town of Dryden, owned by Joseph and Maureen Miner of 37 Sweetland Road, Dryden, NY, from \$35,000.00 to \$14,875.00
 Moved by Mr. Colongeli, seconded by Mr. Young. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.
- e. Approval of Correction to Tax Roll – Parcel #622.89-9999-132.350-1171
Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education for the Cortland Enlarged City School District hereby corrects the taxable assessed value of parcel number 622.89-9999-132.350-1171 owned by Niagara Mohawk/National Grid, from \$35,546.00 to \$31,199.00.
 Moved by Mr. Natoli, seconded by Mr. Colongeli. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.
- f. Approval of CAA (Cortland Administrators Association) APPR Addendum - Tabled

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 10.96.
 Moved by Mr. Stark, seconded by Mr. Young. No further discussion.
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 1069 and 1070.
 Moved by Mr. Stark, seconded by Mr. Young. Under discussion, Ms. Susan Bridenbecker was welcomed as the district's new Director of Business Services.
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 2204, 2205, 2206 and 2207.
 Moved by Mr. Young, seconded by Mr. Colongeli. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.
- d. Approval of Memorandum of Agreement – John Tobin
Resolved, upon the recommendation of the Superintendent, the Board of Education of the CECSO hereby accepts the Memorandum of Understanding dated July 9, 2012 between the Cortland United Teachers and the CECSO regarding John Tobin's retirement incentive as presented.
 Moved by Ms. Griffin, seconded by Ms. Davis-Howard.
Final Vote: Yes – 7, No – 0. Motion Carried.
- e. Approval of Memorandum of Agreement – Suzanne Amante - Tabled

10. LEADERSHIP REPORTS:**a. Director of Business Operations**

Mr. Littlefield provided a brief summary of the condition of the district's pole barn and Quonset hut. To avoid further deterioration, he recommended repairs, and is seeking proposals. The first proposal received is less than \$10,000. Due to the cost, the project will not need to go to bid, and therefore the district will seek two additional proposals.

b. Assistant Superintendent for Pupil and Personnel Services

Mrs. Riley complimented staff on the outstanding job they had done to prepare our classrooms for the opening of school.

c. Superintendent

- 1) Capital Project Change Order Summary – Mr. Hoose provided a summary of change order #PC010.
- 2) Opening Day Report – Mr. Hoose reported the opening of school went very smoothly. Mrs. Riley and he had visited all buildings. Hats off were given to the Building and Grounds Department, as a lot of work was accomplished in a short period of time.
- 3) Electronic Board Packets – Mr. Hoose introduced Ms. Denise Fox, IT Administrator, who provided options for upgrading to electronic board packets. Members were receptive to electronic packets and to the ACER computers the district would provide. Ms. Fox will proceed with preparing the ACERs for members.
- 4) MAG (Management Advisory Group) – Mr. Hoose shared he had worked with MAG in the past. The company assists NY school districts with identifying and recovering state aid for which they may be entitled. Their fee is based on the percentage of aid recovered. Along with the recovery of state aid, MAG will amend annual financial reports to the State Education Department for the previous fiscal year. In addition, they will work to assure we are maximizing our high cost aid through STAC filings. Mr. Hoose will come back to the Board with costs associated with the Medicaid service.
- 5) Mr. Hoose informed the Board that he had received a notice of Jury Duty for the week of October 1.
- 6) Mr. Hoose expressed interest in re-joining Rural Schools Association of NYS with a membership cost of \$575. He noted that this is a very worthwhile association that speaks with one collective voice on behalf of small and rural schools of NYS. Members approved joining this association.
- 7) Members discussed renewing the publication *The Board*. It was decided we would not renew.

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

Ms. Regina Ferro, 2 Cedar Street, expressed her disappointment regarding the standstill of the proposed Parent/Grandparent Coalition. She asked that the District communicate with PTAG to expedite the process of approving this program.

12. NEXT MEETING AGENDA REVIEW:

- Approval of CAA (Cortland Administrators Association) APPR Addendum – Tabled 9/11/2012
- Approval of Memorandum of Agreement – Suzanne Amante – Tabled 9/11/2012
- NYSSBA 2012 Annual Business Meeting – Review Proposed Resolutions in the *Voting Delegate's Guide*
- MAG (Management Advisory Group) – Costs associated with Medicaid service

13. ADJOURNMENT:

As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn at 9:40 p.m.

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

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

Ms. Margaret Baccaro, Clerk



CORTLAND ENLARGED CITY SCHOOL DISTRICT

1 Valley View Drive
Cortland, New York 13045

Susan Bridenbecker
Director of Business Services
sbridenbecker@cortlandschools.org

Business Office
(607) 758-4100
Fax: (607) 758-4109

To: Michael Hoose
From: Susan Bridenbecker, Director of Business Services
Date: September 20, 2012
RE: Tax Roll Correction

A handwritten signature in black ink, appearing to be "SH", is written over the "From:" line of the email header.

We have received notification from the Tompkins County Department of Assessment that a parcel was over assessed due to a clerical error. As a result, the Board of Education is asked to correct the tax role.

Parcel number 25.-1-28.11, owned by Joseph and Maureen Miner of 37 Sweetland Road in the Town of Dryden, New York was erroneously assessed at \$35,000. The corrected taxable assessed value should be \$0.

Upon correction of the tax role, the district will send out a corrected bill to Mr. and Mrs. Miner. They will have eight days from the mailing of the revised bill to pay without penalty.

This tax roll correction will reduce the levy by \$594.43.

Cc: Wendy Kryger, Tax Collector

RENTAL AGREEMENT
CORTLAND SPORTS COMPLEX
CORTLAND, NY

Facilities Rental Agreement dated this 21st day of August, 2012 by and between Cortland Sports Complex Inc. with an address of 4292 Fairground Road, Cortland, New York 13045, and Cortland Homer Golden Eagles Hockey Team (Cortland City School District and Homer School District), with an address at Cortland City School District of 1 Valley View Drive, Cortland, NY 13045 and an address at Homer School District of PO Box 500, Homer, NY 13077 herein after together referred to as "Lessee."

Whereas, the Cortland Sports Complex Inc. manages and operates the sports complex facility at 4292 Fairground Road, Cortland, New York 13045, and rents out portions of the facility for use by organizations and individuals in the Cortland community; and

Whereas, the Lessee desires to rent a portion of said facility in accordance with the terms and conditions set forth herein; Now, therefore, for good and valuable consideration, the parties hereby agree as follows:

1. Cortland Sports Complex Inc. does hereby rent Ice Arena & Locker Room(s) to the Lessee and the Lessee hereby rents said portion of the facility for the term and for the purpose listed on Schedule A annexed hereto and incorporated herein by reference. Upon reasonable advance notice and for good cause, the Cortland Sports Complex hereby reserves the right to cancel or modify dates or times of the Lessee's use, and upon said modification, the Lessee is entitled to elect to cancel said modified time and receive a credit accordingly.
2. Rent shall be paid in accordance with the schedule of payments as set forth in said Schedule A. In the event any payment is more than 30 days past due, the Cortland Sports Complex Inc. shall be entitled to interest on said unpaid balance at the rate of 1 % per annum. The Cortland Sports Complex Inc. reserves the right to require a security deposit in the event it determines the same is appropriate, the payment of which shall be in accordance with the terms specified herein. The security deposit shall be fully refundable following expiration of this agreement and the Lessee's full compliance with its terms and conditions.
3. The Lessee shall use the rented portion of the facilities subject to the rules and regulations as established by the Cortland Sports Complex Inc. from time-to-time. Said rules and regulations shall apply to but not be limited to conduct of Lessee, Lessee's participants, spectators and visitors, parking, ingress and egress, signage, seating, smoking, locker rooms, restrooms and entering and exiting the rented portion of the facility. The Lessee shall leave the facility in a clean condition and shall also provide adequate supervision, not only for its participants, but also for all spectators or visitors present in the facility in connection with its usage. The Cortland Sports Complex Inc. shall not be responsible for any loss or misplaced items of personal property, and the care and security of any items are the sole and exclusive obligation of the Lessee or the Lessee's participants, spectators or visitors, as the case may be. The Lessee shall be responsible for all damage to the facility incurred by itself or its participants. Payment for all damages shall be due and payable in full within ten (10) days from date of invoice. The Lessee shall insure that no materials, objects or substances are brought into the facility that are illegal or that may endanger life or property, and the Cortland Sports Complex Inc. reserves the right to refuse admission or to have removed from the facility any person or persons who fail to comply either with the terms of this Lease or its rules and regulations.
4. For and in consideration of the terms and conditions herein, the Lessee for itself, its participants, its agents, employees, members, guests, and invitees hereby waive any and all claims for damages of any kind resulting from its use of the facility. The Lessee acknowledges that its use of the facility has risks inherent to the particular activities of the participants, as well as spectators or visitors. The Lessee acknowledges it will insure that all of its participants have adequate equipment and are properly equipped for its participants' safety, and further that it has reviewed the risks inherent in its particular activities with its participants, spectators or visitors, and that they have knowingly accepted those risks.
5. The Lessee shall indemnify and hold the Cortland Sports Complex Inc. harmless from any and all claims for damages which are made against the Cortland Sports Complex Inc. by reason of any action or inaction by the Lessee, its participants, spectators or visitors, and the use of said facilities pursuant to the terms and conditions herein and shall also hold the Cortland Sports Complex Inc. harmless from any expenses in connection therewith. Further, the Lessee shall obtain

adequate insurance and shall name the Cortland Sports Complex Inc. as an insured under its general liability policy. The Lessee shall provide the Cortland Sports Complex Inc. with evidence of said coverage no later than one month prior to said event and upon reasonable request shall provide additional proof of the same during the term of this Agreement.

6. Any additions, deletions or modifications of this Agreement, if any, are contained in Schedule B annexed hereto and incorporated herein by reference. In the event the Lessee fails to timely make any payment due herein or fails to comply with any other terms and conditions of this Agreement or the rules and regulations of the facility, said Lessee shall be deemed to be in default, and the Cortland Sports Complex Inc. shall provide written notice of the same to the Lessee at the address set forth herein. Upon said written notice, which is deemed made when sent, the Cortland Sports Complex Inc. may suspend Lessee's use of the facilities pursuant to this Agreement until said default has been cured. Upon five (5) days written notice, the Cortland Sports Complex Inc. may terminate this Agreement in the event the Lessee has failed to cure said default. Upon said suspension or termination, the Cortland Sports Complex Inc. may pursue all remedies available under applicable law, including but not limited to the recovery for attorney's fees incurred in pursuing said remedies.

7. This Agreement, together with all schedules, constitutes the entire understanding and agreement of the parties. Any prior agreement not set forth herein is of no force or effect.

8. No alteration or variation of this Agreement shall be valid unless reduced to writing and signed by the parties.

9. Each party is a valid and legally existing entity and each of the undersigned affirm that he/she has full authority to enter into this Agreement.

SIGNED: Cortland School District

By: _____
(Signature)

(Print Name and Title)

SIGNED: Homer School District

By: _____
(Signature)

(Print Name and Title)

Cortland Sports Complex Inc.

By: _____

Tamara Demeree Sciera, Executive Director

Address: 4292 Fairground Road

Cortland, New York 13045

SCHEDULE A

Portion of the facility rented: Ice Arena, High School Locker Room, Visitor Locker Room(s)

Term: Commencement date: November 12, 2012 Termination date: February 28, 2013

Rent: See attached Schedule Dated 8/21/12 Total Rent for term: \$15,375 (102.5 hr)

Rate Per Hour: \$150

Security Deposit: none

Rent shall be due as follows: Invoices will be sent monthly and payment will be due within 30 days of invoice.

Insurance: A certificate of insurance must be provided naming Cortland Sports Complex, Inc. as an additional insured on Lessee's liability policy with a minimum coverage amount of \$1 million per occurrence. This certificate must be provided to the Complex no less than 1 month prior to the start of the event.

Facility Policies: Attached are the Facility Policies for the J.M. McDonald Sports Complex. These policies are in full force and effect for the rental period outlined above.

RENTAL SCHEDULE

CUSTOMER ("Lessee") – See Schedule Attached Dated 8/21/12

Golden Eagles HS Hockey Team

Portion of Facility Used	Commencement Date	Event start time to finish time	Termination Date	Event Cost
Ice Arena	11/12/12	See Attached Schedule	2/28/13	\$ 15,375.00
HS Locker Rooms				



CORTLAND ENLARGED CITY SCHOOL DISTRICT

1 Valley View Drive
Cortland, New York 13045

C: BOE
9/25/12

Susan Bridenbecker
Director of Business Services
sbridenbecker@cortlandschools.org

Business Office
(607) 758-4100
Fax: (607) 758-4109

To: Michael Hoose, Superintendent of Schools
From: Susan Bridenbecker, Director of Business Services
Date: September 21, 2012
RE: Acceptance of Bids for Surplus Vehicles

Per the August 7th Board of Education meeting, the following vehicles were deemed surplus. These vehicles were posted for bid on the Auctions International on-line auction site.

Bidding closed at 6:00 pm 9/20/12 and the high bids were received 9/21/12.

1. 2001 International 4700 Flat Bed Truck	\$1,900.00
2. 2005 Thomas Body 65 Passenger School Bus	\$6,600.00
3. 1996 Ford Flat Bed Truck	\$ 550.00

I recommend that the Board of Education accept the high bids for these vehicles.

file } BOE
copy } 9/25/12

AGREEMENT

THIS AGREEMENT, entered into this day of 1st day of July, 2012, by and between the **COUNTY OF CORTLAND**, New York, (the "COUNTY" or "MUNICIPALITY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and **Cortland Enlarged City School District** (the "CONTRACTOR"), having offices located at 1 Valley View Drive Cortland NY 13045.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR agrees to provide services under regulations set forth in State Education law, in all areas of Cortland County.

1. The CONTRACTOR shall be responsible for the therapy provided to the assigned child with a disability, as designed in the child's Individual Education Service Plan (IESP).
2. The CONTRACTOR shall be responsible to the Municipality for progress reports to include signed daily notes and quarterly reports prepared in simple report form.
3. The CONTRACTOR will maintain both child and CONTRACTOR attendance records on copies of the form attached and submit monthly with payment request.
4. The CONTRACTOR shall be responsible to ensure that confidentiality is maintained at all times.
5. The local school district CPSE (Committee on PreSchool Special Education) shall give direction for delivery of services as appropriate for each child; be responsible for obtaining a current therapy prescription annually; provide parent/guardian home address and phone number and medical information relating to therapy; and provide schedules for CPSE meetings pertaining to the child in service.
6. The CONTRACTOR will notify the Municipality immediately if three consecutive sessions are missed with any child, before any further service is delivered.
7. The CONTRACTOR shall comply with all requirements of the Regulations of the Commissioner of Education Part 200.
8. Health Status: The CONTRACTOR and his/her employees, agents, representative, or subcontractors shall conform to the personnel requirements set forth in applicable regulations and/or Cortland County Health Department policies in regard to such health requirements as physicals, health assessments, tuberculosis testing, rubella immunity, and measles immunity. Health examinations must be sufficient in scope to ensure that no person shall receive a contract unless he/she is free from a health impairment which is of potential risk to the patient receiving services or which might interfere with the performance of his/her duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other substances that may alter his/her behavior. If required by the New York State Department of Health, CONTRACTOR shall ensure and have on record proof that all employees, agents, representatives, or subcontractors who will be performing work for the COUNTY receive an influenza vaccination by November 30 of each year or have a statement from a medical provider that the influenza vaccination is a contraindication. CONTRACTOR shall not schedule an employee, agent, representative, or subcontractor to provide services for the

COUNTY if the employee has not received the annual influenza vaccine. CONTRACTOR will notify COUNTY of any employee, agent, representative, or subcontractor who has a statement from a medical provider that the influenza vaccine is a contraindication so that necessary precautions can be implemented. It is also strongly recommended that the CONTRACTOR and his/her employees, agents, representatives, or subcontractors be vaccinated against Hepatitis B and tetanus.

CONTRACTOR shall maintain all appropriate health records for employees, agents, representatives, or subcontractors and such records shall be open for review by the COUNTY at a mutually agreed upon time.

9. The CONTRACTOR verifies that all services provided and billed for will be in compliance with the Federal False Claims Act "FC" (31USC §3279-3733)

LICENSES/CERTIFICATION

The CONTRACTOR warrants that it and its service staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable Municipality or local, state or federal government. The CONTRACTOR further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames.

COMPENSATION

The Municipality, in accordance with the provisions of this Contract, shall reimburse the CONTRACTOR for contracted service provided as follows:

1. Such payments shall be at the rate contained in Appendix C. The CONTRACTOR shall submit all paperwork described in Appendix D and a voucher to the Municipality for service rendered monthly. Services will be billed within sixty (60) days of delivery.
2. The Municipality shall reimburse the CONTRACTOR for service rendered under the terms of this Contract within 30 days upon receipt of vouchers and designated paperwork (Appendix D) if such paperwork is received by specified due date for calendar month from the CONTRACTOR. No payment shall be made by the Municipality for services provided outside the dates agreed to in the child's Individual Education Service Plan (IEP).
3. All claims for payment made to the Municipality by the CONTRACTOR shall identify and allocate costs for service rendered in such a manner as shall be acceptable to the Municipality.
 - a. No parent or any other person shall be required or requested to make any payments for Preschool evaluations or services approved in the IEP.
 - b. The Municipality shall undertake and be responsible for processing of claims for reimbursement under Medicaid and private insurance for Preschool services approved on the IEP.
4. Contractor shall submit to the Municipality with their monthly billing, written verification by the parent and/or caregiver that the services were performed by the Contractor.

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning July 1, 2012 and ending June 30, 2014. This agreement shall automatically extend for up to ninety (90) days following the end of the contract period with the same terms and conditions as are herein expressed, should a new contract not be in place by June 30, 2014.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR in accordance with Article 1 of this contract.

ARTICLE 4. CONTRACTOR'S INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage is waived: Transportation and use of motor vehicles shall not be provided by Contractor pursuant to this contract. In the event of the use of a motor vehicle by Contractor in the performance of this contract, the terms hereunder shall be immediately deemed to be null and void and this contract shall be considered cancelled.
- (C) Statutory Worker's Compensation Disability Coverage, and Unemployment Insurance.
- (D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (E) Unemployment Insurance Benefits as required by statute.

The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY and its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland NY 13045" as additional insured.

Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance. CONTRACTOR shall, on or before this 10 day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (A) That he/she/it is financially solvent and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (B) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The COUNTY shall have the right to stop work or terminate the Contract if:

- (A) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (B) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
- (C) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (D) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (E) The CONTRACTOR fails or refuses to comply with all applicable laws or ordinances; or
- (F) The CONTRACTOR violates any provision of the Contract;
- (G) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
- (H) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (I) COUNTY may terminate if the contract is not funded.

ARTICLE 8. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

If the CONTRACTOR shall deem it in its' best interest to terminate this Agreement, it shall have the right to do so upon ninety (90) days prior written notice. Should the CONTRACTOR choose to exercise this option, it shall, together with any notice of termination, provide the COUNTY with a plan and timetable for the orderly transition of services, and a copy of any proposed notification to parents, transporters, employees or subcontractors, which shall be issued only by the COUNTY. The notice of termination and transition plan shall be submitted to the COUNTY not less than ninety (90) days prior to the termination.

ARTICLE 9. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 10. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit.

ARTICLE 11. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 12. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 13. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 14. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 15. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR: Cortland Enlarged City School District
1 Valley View Drive
Cortland NY 13045

To the COUNTY: Chairman of the Legislature
County of Cortland
60 Central Avenue
Cortland NY 13045

ARTICLE 16. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 17. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 18. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 19. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 20. RECORDS RETENTION AND AUDIT

The CONTRACTOR agrees to retain all books, records and/or other documents relevant to this Agreement for six (6) years after the expiration or termination of this agreement or six (6) years after final payment, whichever is later, unless otherwise agreed to by the parties in writing. New York State auditors and/or any other persons duly authorized by the COUNTY shall have full access to and the right to examine any of the above-mentioned documents during the above-stated time period.

ARTICLE 21. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

**ARTICLE 22. PRIVACY AND SECURITY (HIPAA)
(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH
RELATE TO MEDICAL RECORD-KEEPING)**

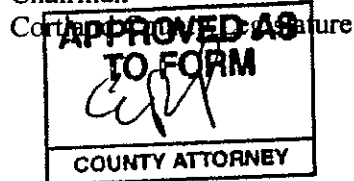
The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit B".

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: 7/26/12

BY: [Signature]
Chairman



Acknowledgement
STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this 26th day of July, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared [Signature] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

KIMBERLY A. REAKES
Notary Public, State of New York
Qualified in Cortland Co. #01RE5066499
My Commission Expires Sept. 30, 2014

CORTLAND COUNTY HEALTH DEPARTMENT

DATE: _____

BY: _____
Catherine P. Feuerherm
Public Health Director

Acknowledgement
STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for said State, personally appeared **Catherine P. Feuerherm** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public _____

CONTRACTOR

DATE: 8/24/12

BY: Michael J. Hoose
(NAME OF SIGNATORY)

SUPERINTENDENT
(CORP. OFFICER/POSITION)

Acknowledgement
STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this 24 day of August, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael J. Hoose, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cynthia L. Dann
Notary Public

CYNTHIA L. DANN
Notary Public, State of New York
No. 01DA6146950
Qualified in Cortland County
Commission Expires May 30, 2014

9/14/12 orig - Pens. Hinkle
C: L. Hinkle
BOE 9/25/12 84



Enlarged City School District
"Committed to Excellence"

Kaufman Center
1 Valley View Dr.
Cortland, NY 13045
Phone: 607-758-4100
Fax: 607-758-4128
www.cortlandschools.org

INTERIM 9-10 PRINCIPAL AGREEMENT

Superintendent

Michael J. Hoose

Board of Education

Alane M. Van Donsel
President

John A. Natoli, Jr.
Vice-President

Donald A. Colongeli

Melissa Davis-Howard

Janet S. Griffin

William B. Stark III

William F. Young

Parties:

The Board of Education of the Cortland Enlarged City School District (Board) and Lawrence Hinkle.

Recitals:

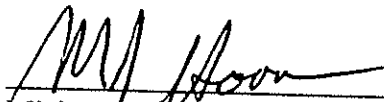
- The Board is desirous of hiring an Interim 9-10 Principal, pending the appointment by the Board of a Principal.
- Lawrence Hinkle is licensed to act as a Principal.

The parties agree as follows:

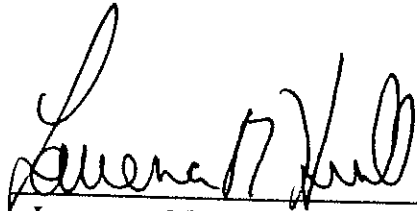
1. **Appointment.** The Board hereby appoints Lawrence Hinkle as Interim 9-10 Principal.
2. **Compensation.** Lawrence Hinkle shall be paid the gross sum of \$325.00 for each day that he serves as Interim 9-10 Principal. Lawrence Hinkle shall receive no other benefits, such as health insurance, sick days, or vacation days. Payment will be made in the same manner as professional employees of the District.
3. **Termination.** Either party may terminate this agreement by giving the other party 14 days written notice of termination.
4. **Public Officers Law § 18.** Lawrence Hinkle will be entitled to the benefits of Public Officers Law § 18 in relation to his actions in behalf of the Board.

Dated: September 14, 2012

Cortland Enlarged City School District



Michael J. Hoose, Superintendent



Lawrence M. Hinkle

Pending Board confirmation of appointment on September 25, 2012.

SCHEDULE OF APPOINTMENTS

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

Schedule Number: 1071

Board Meeting Date: September 25, 2012

Color: White

NAME	JOB TITLE	SERVICE AREA	EFFECTIVE DATE	APPOINTMENT TYPE	REMARKS	SALARY/ HOURLY RATE
Little, Duane	Bus Driver	District	09/26/2012	Probationary	Duane will fill the Bus Driver position due to retirement.	\$16.09

SCHEDULE OF APPOINTMENTS

Non-Instructional Substitute Personnel

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

Schedule Number: **1072**

Board Meeting Date: **September 25, 2012**

Color: **White**

The following individuals are appointed conditionally (pending fingerprint clearance) to the substitute list for non-instructional personnel. The Superintendent is authorized to make assignments from the list.

Last Name	First Name	Title	Rate
Blanden	Shawn	Cleaner	\$8.80
Wasser	Karen	Bus Driver	\$13.70

SCHEDULE OF APPOINTMENTS

ELEMENTARY & SECONDARY SUBSTITUTE TEACHERS/TUTORS 2012-13

Schedule Number: 2208

Board Meeting Date: September 25, 2012

Color: Yellow

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

Name	Title	List	Daily Rate
Casciani, Judith	Substitute Teacher	A	\$85.00
DaCosta, Melissa	Substitute Teacher	A	\$90.00
DeMuth, Peggy	Substitute Teacher	A	\$85.00
Galutz, Brandon	Substitute Teacher	A	\$85.00
Gibson, Acacia	Substitute Teacher	A	\$85.00
Harris, Rebecca	Substitute Teacher	A	\$90.00
Kelly, Siobhan	Substitute Teacher	A	\$95.00
Logan, Charles	Substitute Teacher	A	\$85.00
McGreevy, Jeannine	Substitute Teacher	A	\$85.00
Oaks, Monica	Substitute Teacher	A	\$85.00
Quadrozzi, Elizabeth	Substitute Teacher	A	\$85.00
Roiger, Patricia	Substitute Teacher	A	\$85.00
Shirey, Megan	Substitute Teacher	A	\$85.00
Stevens, Emily	Substitute Teacher	A	\$85.00
Valenti, Amber	Substitute Teacher	A	\$85.00

Retro to 09/01/2012

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

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

Schedule Number: **2209**

Board Meeting Date: **September 25, 2012**

Color: **Green**

TITLE	APPOINTMENT	YR	AMOUNT*	
<i>Co-Advisor – Class of 2015</i>	<i>Megan Bottle</i>	2	\$	562.00
Co-Advisor – Class of 2015	Kelly Chapman	1	\$	537.00
Interact Advisor	Christine Gregory	6	\$	616.00

Revision in italics

*2009-10 contract rates

9d

**MEMORANDUM OF AGREEMENT
BETWEEN
CORTLAND ENLARGED CITY SCHOOL DISTRICT
AND
CORTLAND UNITED TEACHERS**

WHEREAS, the Cortland Enlarged City School ("District") and Cortland United Teachers ("Union") are parties to a collective bargaining agreement ("Agreement");

WHEREAS, Article 21, Section F, of the Agreement provides a retirement incentive for eligible teaching assistants;

WHEREAS, in order for a teaching assistant to be eligible to receive the retirement incentive set forth in Article 21 of the Agreement, he/she must be first-year eligible to retire with unreduced retirement benefits pursuant to the New York State Teachers Retirement System ("NYSTRS");

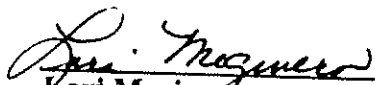
WHEREAS, Suzanne Amante, a teaching assistant in the District, is eligible to retire under NYSTRS rules, but is not eligible to retire with unreduced retirement benefit under said rules;

WHEREAS, under the circumstances, the parties nevertheless wish to extend to Mrs. Amante the retirement incentive applicable to eligible teaching assistants set forth in Article 21 of the Agreement, on a non-precedent setting basis;

NOW, THEREFORE, the parties agree as follows:

- 1. The retirement incentive for eligible teaching assistants as set forth in Article 21 of the Agreement is hereby extended to unit member Suzanne Amante.**
- 2. Mrs. Amante agree to retire from District service under NYSTRS rules effective June 30, 2012.**
- 3. This memorandum of agreement shall not set a precedent for either party.**
- 4. This memorandum of agreement is subject to Board of Education approval.**

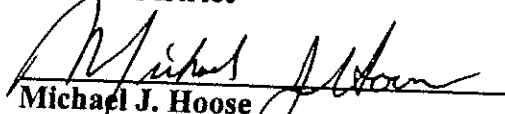
For the Union



**Lori Megivern
President, CUT**

Date: 9/7/2012

For the District



**Michael J. Hoose
Superintendent of Schools**

Date: 9/7/12