

**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, October 23, 2012 at 7:00 p.m.
Kaufman Center, 1 Valley View Drive, Cortland NY**

- 1. CALL TO ORDER**
- 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
 - 2) Board Retreat
 - 3) BOE Facilities Committee
 - 4) BOE Policy Committee
 - 5) School Board Recognition Week
 - d. NYSSBA 2012 Annual Convention – Conference Schedule
 - e. Cortland-Madison School Board Association Fall Dinner – November 5, 2012
- 5. PRESENTATIONS:**
 - a. Capital Project Update
- 6. CONSENT ITEMS:**
 - a. Minutes of October 9, 2012 Regular Meeting
 - b. CSE/CPSE Recommendations
 - c. CUT Contract Ratification
 - d. Authorize Superintendent to Sign Settlement Agreement and Release Regarding Hunt Engineers, Architects and Land Surveyors, P.C.
- 7. OLD BUSINESS: None**
- 8. NEW BUSINESS:**
 - a. Financial Reports: Treasurer's Report, Trial Balance, Revenues, Intrafund Transfers, Appropriations, Warrant, Claims Monthly Report – August 2012
 - b. Formation of BOE Budget Committee
 - c. Approval of Revised Cortland-Homer Ice Hockey Program Agreement 2012-13 School Year
 - d. Approval of Field Placement Agreement between Cortland Enlarged City School District and Ithaca College School of Health, Sciences and Human Performance
 - e. Approval of Field Placement Agreement between Cortland Enlarged City School District and Utica College
 - f. Approval of Correction to Tax Roll – Parcel #126.00-11-06.000
- 9. PERSONNEL ACTION:**
 - a. Approval of Personnel Resignations and Leaves
 - b. Approval of Non-Instructional Personnel Appointments
 - c. Approval of Instructional Personnel Appointments
- 10. LEADERSHIP REPORTS:**
 - a. Director of Business Operations
 - b. Assistant Superintendent for Pupil and Personnel Services
 - 1) Update on FCS (Family Counseling Services) Partnership
 - c. Superintendent

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

6A

CORTLAND ENLARGED CITY SCHOOL DISTRICT
Board of Education Meeting – Tuesday, October 9, 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, October 9, 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; 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 Mr. Natoli, seconded by Ms. Davis-Howard. No further discussion.
Final Vote: Yes – 7, No – 0. Motion Carried.

The Executive Session adjourned at 6:35 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 7:00 p.m. and the Pledge of Allegiance was recited.
4. **COMMUNICATIONS and RECOGNITION:**
 - a. Kudos Korner:

The Board recognized Ms. Christine Gregory and CJSHS students who volunteered to participate in the United Way Day of Caring held on September 27. Ms. Van Donsel remarked that the service provided by our students and Mrs. Gregory is a great example of the outstanding students and leaders within our district.
 - b. Audience Participation – on items related to the Agenda. There were no requests to address the Board on items relating to the agenda.
 - c. Board Member Reports
 - 1) President's Report
 - (a) CNYSSBA Continuing Education Session – Ms. Van Donsel reported that she and members Stark, Griffin and Natoli had attended a continuing education session "Inspiring Leadership in a Culture of Pessimism, Cynicism and Disbelief." All reported that it was a very informative session.
 - (b) Budget Committee – Ms. Van Donsel shared that she, Mr. Natoli and Mr. Hoose had discussed the need to establish a Budget Committee. Members reached consensus to include the full Board on the committee, and to meet at 6:00 p.m. prior to each Board meeting. The meetings will begin October 23, and are open to the public.
 - 2) Board Retreat Update – Ms. Van Donsel reminded members that the Board Retreat is scheduled for October 16 and 17, 5:00-9:00 p.m.
 - 3) Formation of BOE Facilities Committee – At the September 25 meeting Mr. Stark proposed forming a Facilities Committee. He followed with a formal proposal letter, outlining the committee goals, which members received in their Board packets. There was consensus that this committee will be very beneficial as the Board reviews funds remaining in the Capital Project, and makes decisions on setting priorities on how to use those funds as they fit into the scope of Phase 2 of the project.

- d. NYSSBA 2012 Annual Business Meeting - Discussion of Resolutions
Members concluded discussion and reached consensus on the position they would take on the nineteen proposed resolutions to be voted on at the NYSSBA Annual Business Meeting on October 27, 2012.

5. PRESENTATIONS:

- a. Introduction of New Staff
Mrs. Riley introduced the District's new administrative and instructional staff members. Following the introductions a brief reception was held to congratulate and welcome them.

6. CONSENT ITEMS:

- a. Minutes of September 25, 2012 Regular Meeting
- b. CSE/CPSE Recommendations
610396569, 610373684, 610289445, 610258716, 607000608, 610336557, 610364022, 607000463, 607000519, 610241557, 610356999, 607000457, 610317810, 607000475, 607000520, 610271227, 610375929, 610391085, 610376626, 610275381, 607000502, 610325654, 610289282, 610252433, 607000439, 610319179, 610396889, 607000526, 607000390, 607000213, 610314521, 610269874

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

Moved by Mr. Natoli, seconded by Mr. Stark.

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

7. OLD BUSINESS:

- a. 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 #25.-1-28.11 owned by Joseph and Maureen Miner of 37 Sweetland Road, Dryden, NY from \$14,875.00 to \$0.00.
Moved by Mr. Colongeli, seconded by Mr. Stark. Discussion: None.
Final Vote: Yes – 7, No – 0. Motion Carried.

8. NEW BUSINESS:

- a. Financial Reports: Treasurer's Report, Trial Balance, Revenues, Appropriations, Warrant, Claims Monthly Report – July 2012, and Extra Classroom Activity Fund Quarterly Reports March 30, 2012 and June 30, 2012
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve Financial Reports dated July 2012 and the Extra Classroom Activity Fund Reports dated March 30, 2012 and June 30, 2012 as presented.
Moved by Ms. Davis-Howard, seconded by Ms. Griffin. Discussion: None.
Final Vote: Yes – 7, No – 0. Motion Carried.
- b. Approval of Variance to Procedures for Extended Field Trip
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve a one-time variance to the Extended Field Trip Procedure to increase the ratio of chaperones from 8:1 to 9:1 for the extended field trip to France and Spain, February 15-24, 2013.
Moved by Mr. Colongeli, seconded by Mr. Young to postpone approval.
Discussion: None.
Final Vote: Yes – 7, No – 0. Motion Carried to postpone.
- c. Formation of BOE Facilities Committee
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the formation of a Board Facilities Committee as presented.
Moved by Ms. Davis-Howard, seconded by Mr. Natoli. Discussion: None.
Final Vote: Yes – 7, No – 0. Motion Carried.

- d. Approval of Correction to Tax Roll – Parcel #126.00-11-06.000
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 126.00-11-06.000 in Cortland, NY, formally owned by Gerald and Patricia Power. Parcel 126.00-11-06.000 with a taxable assessed value of \$9,423.00 is now:
- **Parcel 126.00-11-06.000-1 owned by Gerald and Patricia Power with a taxable assessed value of \$1,402.00.**
 - **Parcel 126.00-11-06.000-2 owned by Walter and Donna Nichols with a taxable assessed value of \$1,392.00.**
 - **Parcel 126.00-11-06.000-3 owned by Evan Hayes with a taxable assessed value of \$6,629.00.**
- Moved by Ms. Griffin, seconded by Mr. Stark. Discussion: None.**
Final Vote: Yes – 7, No – 0. Motion Carried.
- e. Approval of Contract Agreement between the Cortland Regional Medical Center and Cortland Enlarged City School District for OT Services for 2012-13
RESOLVED, upon the recommendation of the Superintendent, to approve the contract agreement between Cortland Enlarged City School District and Cortland Regional Medical Center, Inc. for Occupational Therapy Service for the 2012-2013 school year as presented.
- Moved by Mr. Young, seconded by Mr. Colongeli. Discussion: None.**
Final Vote: Yes – 7, No – 0. Motion Carried.
- f. Approval of Contract Agreement between the Cortland Regional Medical Center and Cortland Enlarged City School District for PT Services for 2012-13
RESOLVED, upon the recommendation of the Superintendent, to approve the contract agreement between Cortland Enlarged City School District and Cortland Regional Medical Center, Inc. for Physical Therapy Service for the 2012-2013 school year as presented.
- Moved by Ms. Davis-Howard, seconded by Mr. Young. Discussion: None.**
Final Vote: Yes – 7, No – 0. Motion Carried.
- g. Approval of Cortland-Homer Ice Hockey Program Agreement for the 2012-13 School Year
RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the Cortland-Homer Ice Hockey Program Agreement for the 2012-13 School Year as presented.
- Moved by Mr. Natoli, seconded by Mr. Young. Discussion: None.**
Final Vote: Yes – 7, No – 0. Motion Carried.
- h. Approval of Field Placement Agreement between Cortland Enlarged City School District and State University of New York College at Cortland, Kinesiology Department for 2012-13
RESOLVED, upon the recommendation of the Superintendent, to approve the Field Placement Agreement between Cortland Enlarged City School District and the State University of New York College at Cortland, Kinesiology Department for 2012-13, as presented.
- Moved by Ms. Griffin, seconded by Mr. Young. Discussion: None.**
Final Vote: Yes – 7, No – 0. Motion Carried.
- i. Approval of Field Placement Agreement between Cortland Enlarged City School District and State University of New York College at Oneonta for 2012-13
RESOLVED, upon the recommendation of the Superintendent, to approve the Field Placement Agreement between Cortland Enlarged City School District and State University of New York College at Oneonta for 2012-13, as presented.
- Moved by Mr. Natoli, seconded by Mr. Stark. Discussion: None.**
Final Vote: Yes – 7, No – 0. Motion Carried.
- j. Approval of Field Placement Agreement between Cortland Enlarged City School District and Syracuse University, Department of Child and Family Studies, David B. Falk College of Sport and Human Dynamics School of Social Work for 2012-13

RESOLVED, upon the recommendation of the Superintendent, to approve the Field Placement Agreement between Cortland Enlarged City School District and Syracuse University, Department of Child and Family Studies, David B. Falk College of Sport and Human Dynamics School of Social Work for 2012-13, as presented.

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

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

- k. Approval of Field Placement Agreement between Cortland Enlarged City School District and Keuka College, Division of Occupational Therapy for 2012-13

RESOLVED, upon the recommendation of the Superintendent, to approve the Field Placement Agreement between Cortland Enlarged City School District and Keuka College, Division of Occupational Therapy for 2012-13, as presented.

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

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

- l. Approval of Field Placement Agreement between Cortland Enlarged City School District and Cayuga Community College, Division of Humanities and Telecommunications for 2012-13

RESOLVED, upon the recommendation of the Superintendent, to approve the Field Placement Agreement between Cortland Enlarged City School District and Cayuga Community College, Division of Humanities and Telecommunications for 2012-13, as presented.

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

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

- m. Approval of Field Placement Agreement between Cortland Enlarged City School District and Western Governors University for 2012-13

RESOLVED, upon the recommendation of the Superintendent, to approve the Field Placement Agreement between Cortland Enlarged City School District and Western Governors University for 2012-13, as presented.

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

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 10.97.

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

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

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

- c. Approval of Instructional Personnel Appointments

RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the appointments for Instructional Personnel as presented on Schedules of Appointment 2210 and 2211.

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

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

10. LEADERSHIP REPORTS

- a. Director of Business Operations – Ms. Bridenbecker noted that they are still working, very closely with our external auditors, on the year-end financials. She expects they will be completed by mid-October.

- b. Assistant Superintendent for Pupil and Personnel Services

1) United Way – Mrs. Riley provided an update on the 74th Annual United Way for Cortland County Campaign. She shared that all buildings facilitated Day of Caring donation campaigns with food/supply drop boxes. She noted the building liaisons and credited them with organizing building level campaigns.

2) Enrollment – Mrs. Riley provided an update on current enrollments as of BEDS Day October 3. Enrollments remain fairly stable as elementary enrollment was 1,439 students down seven students from BEDS Day 2011, and the JSHS enrollment was 1,213 an

increase of five. She noted that there are three classrooms at the Kindergarten level where enrollments exceed the guidelines by one student.

c. Superintendent

- 1) Change Order Summary – Mr. Hoose provided a review of five change orders relating to the Capital Project – GC-030, GC-031, GC-033, GC-034 and GC-035.
- 2) October 9, 2012 Professional Development Day – Mr. Hoose shared the PowerPoint presentation, *The Year of APPR 2012-13*, he presented to staff today. He explained, under Education Law §3012-c, New York State will differentiate teacher and principal effectiveness using four rating categories (HEDI rating) – Highly Effective, Effective, Developing, and Ineffective. The law requires APPRs (Annual Professional Performance Reviews) to result in a single composite effectiveness score that incorporates multiple measures of effectiveness. His presentation provided an overview of the three sections of APPR and the current point value associated to each: 1) student growth on state assessments or other comparable measures (20 points), 2) locally selected measures of student achievement or growth (20 points), and 3) teacher effectiveness (60 points). Any teacher or principal identified as ineffective will be assigned a TIP (Teacher Improvement Plan) / PIP (Principal Improvement Plan) to identify areas of ineffectiveness and provide a plan for improvement. Mr. Hoose noted that over the past year, administrators have received on-going, extensive training associated APPR.

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

12. **NEXT MEETING AGENDA REVIEW:** There were no additional items added to the agenda.

13. **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 Ms. Davis-Howard. No further discussion.
Final Vote: Yes –7, No – 0. Motion Carried.**

Ms. Margaret Baccaro, Clerk

SC

CORTLAND ENLARGED CITY SCHOOL DISTRICT

ICE HOCKEY PROGRAM AGREEMENT

This Agreement entered into this 1st day of September 2012 between the *CORTLAND ENLARGED CITY SCHOOL DISTRICT*, 8 Valley View Drive, Cortland, New York, and the *HOMER CENTRAL SCHOOL DISTRICT*, 80 South West Road, Homer, New York, is for the combined interscholastic Varsity Boys Ice Hockey Team called the "*Cortland-Homer Golden Eagles*" and is valid for the 2012-13 school year.

PROGRAM PARTICIPANTS:

The *Cortland-Homer Golden Eagles* varsity ice hockey team shall consist of approximately between 20-26 players on the roster, but it is understood that the roster numbers could vary from year to year. Team membership is restricted to bona fide students that are registered in either the CORTLAND ENLARGED CITY SCHOOL DISTRICT or the HOMER CENTRAL SCHOOL DISTRICT.

DIVISION AND SECTION AFFILIATION FOR COMPETITION:

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT agree to compete in Section III ice hockey and both districts' agree to have their Board of Education approve the required Section III Sports Combining Contract on an annual basis as per NYSPHSAA requirements.

DURATION OF SEASON:

The season will start in November on a specific date that is determined by the NYSPHSAA and Section III and conclude in March according to the rules and regulations set forth by the NYSPHSAA.

TEAM SELECTION:

The coaching staff will conduct try-out sessions each November and will choose team members based upon their assessment of each student's performance during the try-out process.

ROSTER VERIFICATION:

The Athletic Directors at each school will be responsible for verifying the eligibility of the athletes from their home school that are participating on the team.

PRACTICE AND CONTEST FACILITY:

The *Cortland-Homer Golden Eagles* will conduct practice sessions and play all home contests at the JM McDonald Sports Complex located at 4292 Fairground Drive, Cortland, New York.

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT agree to enter into a rental agreement with the JM McDonald Sports Complex for contests and practice sessions. The written rental agreement will be approved by both school districts' Board of Education prior to the start of each season in November.

COACHING STAFF:

The coaching staff will be approved by the Board of Education of both the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT. This will include volunteer coaches for the program.

SELECTION OF THE HEAD COACH:

The head coach for the program will be selected based on a joint recommendation by both the Director of Athletics of the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT. Both athletic directors must mutually agree upon the candidate to be recommended for the position. If the athletic directors cannot reach a mutual agreement on a candidate the Superintendents from both districts will meet and mutually select the head coach for the program.

VACANCY FOR HEAD COACH:

If there is a vacancy for the position of Head Varsity Ice Hockey Coach both districts will post the vacancy and the Director of Athletics for the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT will work together in the hiring process for the selection of a head coach.

COACHING SALARY:

The coaching salary will be calculated by taking the highest salary for a varsity level coach in both districts and determining the average of the salaries.

GOLDEN EAGLES VARSITY ICE HOCKEY COACH:

The *Cortland-Homer Golden Eagles* varsity ice hockey coach will be considered an employee of the CORTLAND ENLARGED CITY SCHOOL DISTRICT. The CORTLAND ENLARGED CITY SCHOOL DISTRICT will pay this employee directly and will be reimbursed for fifty percent (50%) of the salary by the HOMER CENTRAL SCHOOL DISTRICT.

PROGRAM ADMINISTRATION:

The CORTLAND ENLARGED CITY SCHOOL DISTRICT'S Director of Athletics will be responsible for the administration and oversight of the *Cortland-Homer Golden Eagles* varsity ice hockey team for the 2012-13 season.

It will be the responsibility of the Director of Athletics administering the program to provide a detailed program report at the conclusion of the season to their Director of Business Services. The report will include a thorough breakdown of all program expenses and revenue from gate receipts.

PROGRAM BUDGET:

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and HOMER CENTRAL SCHOOL DISTRICT Athletic Director's will work together in establishing a budget for the program on an annual basis.

The program budget will include facility rental fees for ice time; equipment and supplies; officials fees and mileage; Section dues, coaching clinics, tournament trophies, supervision and ticket sales personnel; laundry, rulebooks, state handbooks and reconditioning of ice hockey helmets and the purchasing of uniform pants.

PROGRAM EXPENSES:

The total program cost of the varsity ice hockey team will be shared by both school districts. Both school districts will appropriate adequate funds to cover their share of program expenses. All expenses, except those identified elsewhere in this agreement, shall be paid by the CORTLAND ENLARGED CITY SCHOOL DISTRICT, including the coach's salary and rental of the JM McDonald Sports Complex for ice time.

The HOMER CENTRAL SCHOOL DISTRICT agrees to reimburse the CORTLAND ENLARGED CITY SCHOOL DISTRICT for fifty percent (50%) of program costs. It will be the responsibility of the CORTLAND ENLARGED CITY SCHOOL DISTRICT Director of Business Services to prepare an invoice and forward said invoice to the HOMER CENTRAL SCHOOL DISTRICT at the conclusion of each season.

PROGRAM REVENUES:

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT agree to charge an admission fee to all home contests. All proceeds will be documented at the conclusion of each game by the ticket seller. Gate receipts will be subtracted from program expenses in order to compute the net program expense for each district.

GAME ADMINISTRATION:

The CORTLAND ENLARGED CITY SCHOOL DISTRICT will provide a ticket seller and security personnel for all home contests at a pay rate established by the district. The security personnel will be assigned by the JM McDonald Sports Complex management to a designated area as deemed necessary for supervision of all home contests.

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT agree to provide administrative supervision at all home contests. The Athletic Directors of both districts will work together on developing a supervision schedule.

CORTLAND-HOMER GOLDEN EAGLES BOOSTER CLUB:

The Cortland-Homer Golden Eagles Booster Club will be responsible for the operation of the score clock for home contests and supervision of the penalty box.

The Cortland-Homer Golden Eagles Booster Club will also be responsible for the purchasing of game jerseys for the team.

ICE HOCKEY EQUIPMENT:

The ice hockey equipment is jointly owned by the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT. If new equipment is needed it will be purchased by the CORTLAND ENLARGED CITY SCHOOL DISTRICT with fifty percent (50%) of the cost reimbursed by the HOMER CENTRAL SCHOOL DISTRICT.

Equipment supplied for the players by the districts include, but is not limited to:

- Helmets
- Gloves
- Uniform Pants
- Practice Jerseys
- Goalie Helmets and Masks

Supplies provided to the program by the districts include, but is not limited to:

- Pucks
- Tape
- Water Bottles

Players will provide all other equipment, but is not limited to:

- Ice Skates
- Hockey Sticks
- Shoulder Pads
- Elbow Pads
- Shin Guards
- Mouth Guards

All players in the combined Cortland-Homer ice hockey program must wear a school issued helmet when participating in program activities.

RECONDITIONING OF HELMETS:

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT will agree to send program helmets to be reconditioned on an annual basis.

TRANSPORTATION:

The CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT will alternate transportation services for the team on an annual basis. It will also be the responsibility of the district that is providing the annual transportation to include vehicles for coaches scouting trips, conferences and an equipment vehicle for away contests.

ANNUAL REVIEW AND RENEWAL OF AGREEMENT:

This Agreement is subject to review and renewal on an annual basis by the CORTLAND ENLARGED CITY SCHOOL DISTRICT and the HOMER CENTRAL SCHOOL DISTRICT.

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

For: **CORTLAND ENLARGED CITY SCHOOL DISTRICT**

Director of Athletics

Date

Director of Business Services

Date

Superintendent of Schools

Date

For: **HOMER CENTRAL SCHOOL DISTRICT**

Director of Athletics

Date

Director of Business Services

Date

Superintendent of Schools

Date

8d

**ITHACA COLLEGE
SCHOOL OF HEALTH SCIENCES & HUMAN PERFORMANCE
STANDARD AFFILIATION AGREEMENT**

THIS AGREEMENT, made this 10th day of February 2012, by and between **Ithaca College**, a New York Educational Corporation with its principal office in Ithaca, NY (hereinafter referred to as the "College"), and **Cortland City School District**, Cortland, NY (hereinafter referred to as the "Facility").

For the purposes of this agreement, "Facility", includes but is not limited to, any one of the following: Hospital, Private Practice, School, Clinic, Nursing Home, Health Care Agency.

WHEREAS, the College conducts educational programs for students preparing for the practice of Physical Therapy, Occupational Therapy, Speech Language/Pathology, Recreation & Leisure Services, Exercise & Sports Sciences, Health Promotion (the "Program") and

WHEREAS, the Facility has facilities well suited to provide clinical training and experience for the students in the Program, and

WHEREAS, the parties hereto are desirous of cooperation in order to produce qualified, client-oriented and clinically trained professionals,

NOW THEREFORE, in consideration of the mutual covenants, promises and provisions hereinafter set forth, it is agreed as follows:

DUTIES AND RESPONSIBILITIES OF THE COLLEGE

1. The College shall be responsible for the administration of the Program, its curriculum content, requirements for matriculation and graduation, grading, records and faculty appointments. Each program will have a designated faculty member who shall serve as liaison between the College and the Facility, coordinate the clinical and academic experiences of the students, assist the on-site instructor when necessary, and in other ways assist the Facility to provide an effective and meaningful learning opportunity for the students.

2. The College's students and faculty shall, at all times, be subject to and comply with all rules, regulations, procedures, and policies of Ithaca College and Facility, including the written policies set forth in the College's student handbook, departmental handbook, and the written policies, procedures, standards of care and protocols of the Facility.

3. The College shall require all participating students to purchase a minimum of \$2,000,000/\$4,000,000 liability insurance.

4. The College shall cooperate fully with the Facility with respect to physical examinations, vaccinations and availability of health records of the College's students participating in the Program. The College shall require each student affiliated at the Facility to furnish to the Facility the necessary health and vaccination documentation required by the Facility. The College shall

require students to provide notice to the Facility, prior to the start of the affiliation, of fingerprint clearance and/or a completed background check.

5. The College agrees to immediately remove a student from assignment at the Facility upon the Facility's request, after the Facility reasonably has determined that such removal is of urgent necessity. The Facility will discuss each particular situation with the designated faculty member prior to requesting removal unless emergency circumstances preclude such discussion.

6. Ithaca College agrees to indemnify and hold free and harmless both agents and their facilities, its board of directors, officers, agents, servants, employees and appointees from expenses, claims, lawsuits and judgments which agents and/or their facilities, its officers, agents, servants, employees and appointees may become liable to pay or defend as a direct result of any negligent act or omission on the part of Ithaca College, its students, guests and appointees which might arise as a direct result of Ithaca College's student internships.

DUTIES AND RESPONSIBILITIES OF THE FACILITY

1. The Facility agrees to make its facilities available upon the terms and conditions hereinafter set forth in order to assist the College in carrying out its educational programs, having due regard for the Facility's primary objectives of providing high quality patient care and treatment.

2. The Facility shall provide appropriate supervision of students by qualified and certified personnel, make available clinical areas for student training, including necessary and appropriate equipment and supplies for administering therapy, shall provide adequate space facilities for clinical instruction, and in general, shall undertake such activities as will permit students participating in the Program to gain clinical expertise.

3. Except as otherwise agreed between the parties, the Facility shall not be responsible for any compensation for services or expenses for medical, meals, travel or other incidental expenses incurred by College students or faculty participating in the Program, nor shall the College become obligated to the Facility or any member of its staff for any expenses or payment. The Facility shall secure emergency medical care at cost to students who become ill or are injured while on duty.

4. The Facility agrees to indemnify and hold free and harmless the College, its board of trustees, officers, agents, servants, employees and appointees from expenses, claims, lawsuits and judgments which the College, its trustees, officers, agents, servants, employees and appointees may become liable to pay or defend as a direct result of any negligent act or omission on the part of the Facility, its board of directors, officers, agents, servants, employees and appointees which might arise as a direct result of Ithaca College's student internships.

CONFIDENTIALITY

1. The students and faculty of Ithaca College shall respect the confidential nature of all

information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the Facility's electronic system.

2. Ithaca College shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. In addition, Ithaca College agrees to provide students and faculty with an overview of the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with the Facility's policies and procedures relative to HIPAA.

3. The Facility agrees to provide students and faculty with training regarding the Facility's policies and procedures relative to HIPAA. Ithaca College and the Facility acknowledge that students and faculty may use patients' personal health information for educational purposes at the Facility and at Ithaca College. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates.

MUTUAL TERMS AND CONCLUSIONS

1. The parties agree that the number of students to be assigned to the Facility, their schedules and dates of admission shall be mutually arranged and agreed upon at least one month prior to the commencement of each program at the Facility.

2. The College's students and faculty participating in the Program at the Facility shall in no event become nor be deemed to be employees, servants or agents of the Facility, nor shall any person on the staff or administration of the Facility become or be deemed to be an employee, servant or agent of the College.

3. The parties agree to continue their respective policies of nondiscrimination based on sex, age, race, color, creed, national origin, sexual orientation, veteran's status, gender identity or expression, Title IX of the Educational Amendments of 1972 and other applicable laws, including the Americans with Disabilities Act.

4. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that generally student permission must be obtained before releasing specific student data to anyone other than the College.

5. Each paragraph of this Agreement is severable from all other paragraphs and if any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect. This Agreement shall be governed by and construed under the laws of the State where the Facility is located.

6. The term of this Agreement shall be three (3) years, unless earlier terminated by the parties upon mutual consent or as otherwise set forth within. After the initial three (3) year term of this Agreement, this Agreement shall renew for successive three (3) year terms by execution of a Letter of Continuity every three (3) years.

7. Either party to this Agreement may terminate the same by giving at least ninety (90) days written notice to the other. In the event that this Agreement is terminated by either party, the students enrolled at the time of termination will be given the opportunity to complete their clinical education at the Facility where they were placed prior to the termination.

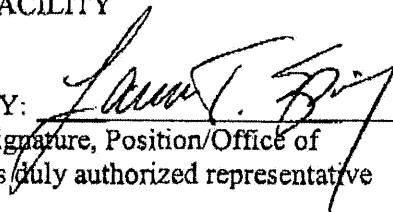
8. This Agreement may not be modified, amended or rescinded orally. The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default of the same or similar nature and shall not in any way affect the terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties. Neither party shall assign any of its rights or obligations under this agreement without the prior consent of the other party. Any such assignment is expressly prohibited and shall be deemed null and void.

9. No party shall use the other's name or logo in any descriptive of promotional literature or communication of any kind without the other's prior written approval.

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

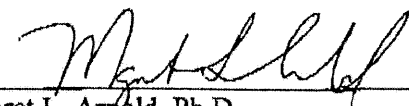
FACILITY

Date: _____

BY: 
Signature, Position/Office of
Its duly authorized representative

ITHACA COLLEGE

Date: 2/27/12

BY: 
Margaret L. Arnold, Ph.D.
Interim Associate Dean
School of Health Sciences & Human Performance

EXTERNSHIP AGREEMENT

BETWEEN

Cortland Enlarged City School District

AND

UTICA COLLEGE

THIS AGREEMENT, dated the 1st October, 2012, is entered into by and between, Cortland Enlarged City School District located at 1 Valley View Drive, Cortland NY 13045.(hereinafter the "FACILITY/AGENCY"), and UTICA COLLEGE, an educational corporation operating pursuant to an absolute Charter granted by the Regents of the University of the State of New York, 1600 Burrstone Road, Utica, New York 13502 (hereinafter the "COLLEGE").

RECITALS (*Strike out discipline(s) that do not pertain to your facility.*)

WHEREAS, COLLEGE maintains a School of Health Professions and Education which includes the programs awarding degrees in Nursing, Occupational Therapy, Physical Therapy, Psychology/Child Life, Psychology and Therapeutic Recreation; and

WHEREAS, as a prerequisite to the granting of said degrees in each program, matriculated students are required to perform on-site training as part of their clinical studies; and

WHEREAS, COLLEGE shall be responsible for curriculum planning, admission, administration, matriculation requirements and faculty appointments as required by the accrediting agency and each program; and

WHEREAS, the FACILITY/AGENCY has the facilities for the instruction of on-site studies of said students; and

WHEREAS, the FACILITY/AGENCY recognizes the need for and desires to aid in the educational development of the students, and is willing to make its facilities available for such purposes; and

WHEREAS, the FACILITY/AGENCY shall provide clinical education learning experiences that are planned, organized and administered by qualified staff and shall facilitate the students' professional growth through mutually agreed upon educational objectives and guidelines, as well as the selection of patients/clients for teaching purposed and educational assignments; and

WHEREAS, by executing this Agreement the COLLEGE and FACILITY/AGENCY propose to further the following Objectives: (1) to provide clinical/educational experience in terms of

patient/client and related instruction for students enrolled in the above referenced programs; (2) to improve the overall Student Clinical Program by providing opportunities for learning experiences that will progress the student to advanced levels of performance; and (3) to establish and operate a Student Clinical Program of the first rank; and

WHEREAS, the parties do desire to set forth their respective rights and responsibilities under this Agreement.

NOW, in consideration of the foregoing and the mutual benefits bestowed upon the parties to this Agreement, the amount and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. TERM:

This Agreement shall be for a period of two (2) years and shall commence at 12:00 a.m. on the 1st day of October, 2012 and terminate at 11:59 p.m. on the 30th day of September, 2014, unless sooner terminated in accordance with the terms and provisions of this Agreement. Said Agreement shall be renewable for an additional two (2) years upon prior written notice by one party to the other, at least ninety (90) days, or such other time if mutually agreed in writing by the parties, prior to the expiration of the current term of their intent to renew said contract. The party exercising its right to renew said contract may only renew the contract if it is not in default at the time it exercises said renewal. If said party is in default, the other party may notify said party that based upon the default it will not be renewing the contract. COLLEGE reserves the right to amend this agreement in accordance with applicable law and/or at the time of renewal as needed.

2. STUDENT CLINICAL PROGRAM PLACEMENT

a. During the term of this Agreement, COLLEGE may place students with the FACILITY/AGENCY for clinical studies (the "Student Clinical Program"). The exact start date and completion date for each Student Clinical Program shall be mutually agreed upon at least thirty (30) days prior to the start date of the Student Clinical Program, unless otherwise mutually agreed between the parties.

b. The number of students who participate each semester in the Student Clinical Program shall be mutually agreed upon at least forty-five (45) days prior to the start date of the Student Clinical Program, unless otherwise agreed between the parties in writing.

c. At least one (1) month prior to the commencement of each students' individual Clinical Program the COLLEGE and the FACILITY/AGENCY will develop a Student Clinical Plan (the "Plan") which shall include, but not be limited to: the length of the clinical experience, the learning objectives of the Student Clinical Plan, the COLLEGE'S faculty point of contact, the FACILITY/AGENCY'S point of contact, the clinical instructors and detailing any field work supervision, if applicable, for each Plan.

d. Neither party shall discriminate against any student, employee, agent or any party on the basis of race, religion, creed, sex, national origin, sexual orientation, marital status, disability or any other activity protected by local, state or federal law, rule or regulation.

e. Students of the COLLEGE shall be considered students and shall not be deemed to be employees or agents of the COLLEGE or FACILITY/AGENCY for purposes, including but not limited to, of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security or any other purpose, because of their participation in the educational program. Each student is placed with the FACILITY/AGENCY to receive clinical experience as a part of his or her academic curriculum. COLLEGE shall be responsible for establishing all curriculum obligations and said experience at the FACILITY/AGENCY shall be performed under supervision of FACILITY/AGENCY Officials. FACILITY/AGENCY shall retain the ultimate and sole responsibility for all patient/client care, as well as the oversight, direction and control of such care.

3. COLLEGE RESPONSIBILITIES:

a. Subject to the mandates and restrictions set forth in the Health Information Portability and Accessibility Act ("HIPAA") and the Family Educational Rights and Privacy Act ("FERPA"), and pursuant to each Plan, forty-five (45) days prior to the commencement of the Student Clinical Program, COLLEGE shall provide the name of each student and shall advise the student of all health/medical-related information required by the FACILITY/AGENCY, if any, to be produced by student to the FACILITY/AGENCY prior to the commencement of the Student Clinical Program. Upon request by FACILITY/AGENCY, COLLEGE shall require student(s), as a condition of participation in the Student Clinical Program, to either forward any required health/medical-related information directly to FACILITY/AGENCY and/or to sign any necessary authorizations to enable FACILITY/AGENCY to receive such information directly from a physician and/or health-related institution.

b. Subject to the mandates and restrictions of HIPAA and FERPA, COLLEGE shall supply or require Student, as a condition of participation in the Student Clinical Program, to supply reasonable and necessary information requested by the FACILITY/AGENCY to further the student's participation in the Student Clinical Program. Such information, if in addition to the requirements set forth herein, shall be mutually agreed upon and set forth in each individual student's Plan.

c. COLLEGE shall place students in the Student Clinical Program who have satisfactorily completed the prerequisite didactic portion of the curriculum to participate in said program.

d. To the extent permitted by law and not otherwise covered by applicable insurance, COLLEGE agrees to indemnify and hold FACILITY/AGENCY, its employees and agents harmless from and against claims, demands, costs and expenses (including reasonable attorneys' fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of COLLEGE, its employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by FACILITY/AGENCY or was under the control or direction of FACILITY/AGENCY. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

e. COLLEGE shall require student(s), as a condition of participating in said clinical experience, to:

(i) Follow the administrative policies, standards, and practices of the FACILITY/AGENCY which have been provided to the COLLEGE and the Student during the Clinical Experience. FACILITY/AGENCY shall provide COLLEGE and student(s) with copies of any such rules, policies or regulations prior to the commencement of the Program. COLLEGE shall have no liability for any acts, omissions or negligence with respect to such rules, policies or regulations if FACILITY/AGENCY fails to provide said documents;

(ii) To wear the necessary and appropriate attire required, but not necessarily provided, by the FACILITY/AGENCY;

(iii) Provide their own transportation and living arrangements when not provided for by the FACILITY/AGENCY;

(iv) Report to the FACILITY/AGENCY on time and follow all established regulations during the regularly scheduled operating hours of the FACILITY/AGENCY;

(v) Conform to the codes, standards and practices established by the individual Clinical Supervisor while training in the FACILITY/AGENCY;

(vi) Obtain prior written approval of the FACILITY/AGENCY and the COLLEGE before publishing any material relating to the clinical education experience;

(vii) Keep all confidential information obtained during the Student Clinical Program confidential and comply with all policies and regulations of the COLLEGE and FACILITY/AGENCY, as well as all local, state and federal laws, including but not limited to the provisions of HIPAA; and

(viii) To complete a fingerprint clearance background check in accordance with FACILITY/AGENCY'S policies and procedures and either provide the results of such background check directly to FACILITY/AGENCY or sign any necessary authorizations to have said results sent directly to FACILITY/AGENCY for review and approval prior to placement in the Program.

4. FACILITY/AGENCY RESPONSIBILITIES:

a. FACILITY/AGENCY shall maintain complete records and reports on each student's performance and provide an evaluation of said student to the COLLEGE on forms provided by the COLLEGE. FACILITY/AGENCY agrees to treat all student records and information obtained from COLLEGE, student and/or otherwise obtained by FACILITY/AGENCY, confidentially, in accordance with and subject to the provisions of FERPA. FACILITY/AGENCY further agrees:

- (i) to use any personally identifiable information (as defined by FERPA) from student records only to meet the purpose(s) of study and for the duration of the program as outlined in this agreement;
- (ii) to limit any disclosures of personally identifiable information only to individuals in the FACILITY/AGENCY or COLLEGE who have a legitimate interest in the information consistent with their duties and the scope of the program or as otherwise required or allowed by applicable law, subpoena or court order;
- (iii) to have in place controls and procedures, subject to inspection upon reasonable notice by COLLEGE, to ensure the protection of such personally identifiable information; and
- (iv) to return to COLLEGE all personally identifiable information of student (as defined by FERPA) when the information is no longer needed for said purpose of study, and destroy such personally identifiable information no later than six (6) months from the student's completion of the program or as mutually agreed to by the parties in writing.

b. FACILITY/AGENCY shall, on reasonable request and to the extent permitted by law, permit the inspection by a designated COLLEGE official of the clinical facilities, services available for clinical experiences, student records of those students participating in the Program, and such other items pertaining to the Student Clinical Program, by the COLLEGE or FACILITY/AGENCY, or by both, charged with the responsibilities for accreditation of the curriculum.

c. Upon COLLEGE's request, FACILITY/AGENCY shall designate and submit in writing to the COLLEGE the name and professional and academic credentials of all persons employed by FACILITY/AGENCY working with COLLEGE students in the Student Clinical Program.

d. FACILITY/AGENCY shall notify the COLLEGE in writing of any change or proposed change of the Clinical Coordinator.

e. To the extent permitted by law and not otherwise covered by applicable insurance, FACILITY/AGENCY agrees to indemnify and hold COLLEGE, its employees and agents harmless from and against claims, demands, costs and expenses (including reasonable attorneys' fees and disbursements) and liabilities for bodily injury and property damage for or in connection with any negligent act or omission of FACILITY/AGENCY, its employees or agents acting within the scope of their duties arising from this Agreement, unless such act or omission was caused by COLLEGE or was under the control or direction of COLLEGE. This provision shall survive termination of this Agreement for a period of three (3) years from the date of termination.

f. FACILITY/AGENCY agrees to provide emergency health care for illnesses or injuries resulting from the Clinical assignment. Such emergency care will be provided at student's expense, unless as a result of FACILITY/AGENCY'S acts, omissions or negligence.

g. Unless exigent or public safety circumstances exist, FACILITY/AGENCY shall give COLLEGE at least three (3) business days notice of any proposed removal of a student participating in the Program to attempt a good faith resolution of the matter. In the event of immediate removal of a student due to actual or threatened public safety concerns or other exigent circumstances, FACILITY/AGENCY agrees to meet with COLLEGE within a mutually agreeable time thereafter to attempt a good faith resolution of the matter.

5. LIABILITY INSURANCE COVERAGE/CLAIMS:

(a) Each party shall purchase and maintain, or show existing proof of, professional liability insurance in the minimum amounts of \$2,000,000.00 each claim/\$4,000,000.00 aggregate per policy year and general liability insurance with minimum limits of \$1,000,000.00 each person/\$3,000,000.00 each occurrence combined bodily injury and property damage covering the insured said Party and the activities of its faculty, employees, officers and agents. Said insurance shall be occurrence based liability insurance (or the equivalent combination of claims made-based insurance with appropriate "tail" coverage). Each party shall provide the other annually upon request with suitable insurance certificates to indicate such coverage and also to include a thirty (30) day notice to the other of an event of cancellation, non-renewal or material change with respect to each policy.

(b) Each student shall obtain and provide proof of professional liability insurance (\$2,000,000 per claim, \$4,000,000 aggregate) and their own health insurance coverage prior to commencing the Student Clinical Program. This insurance must be maintained throughout the Student Clinical and Professional Program. Upon request, a certificate of professional liability insurance coverage will be supplied to the FACILITY/AGENCY prior to the student's arrival.

(c) Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification, defense and/or contribution pursuant to the terms of this Agreement. This section shall survive the termination of this Agreement.

6. TERMINATION OF AGREEMENT:

Either party may terminate this Agreement on one hundred and twenty (120) days prior written notice to the other party. Any student currently enrolled in a Program shall be permitted to complete said program despite said Notice.

7. GOVERNING LAW:

This Agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this Agreement

shall be resolved by a court of competent jurisdiction in the State of New York, and both parties consent to the jurisdiction and venue of the State and Federal Courts of the State of New York.

8. NOTICE:

Whenever, under the terms of this Agreement, notice is required or permitted to be given by any party or to any other party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address hereinafter set forth. Either party may change its respective address by written notice in accordance with this paragraph.

If to FACILITY/AGENCY:

With a copy to:

If to COLLEGE:

Utica College
Att: Walter G. DeSocio
V.P. Legal Affairs/General Counsel
1600 Burrstone Road
Utica, New York 13502

With a copy (which shall not constitute notice) to:

James S. Rizzo, Esq.
Saunders Kahler, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501-2194

9. MODIFICATIONS:

This agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.

10. SEVERABILITY:

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such provisions shall be considered severable and the illegality, invalidity or unenforceability of any provision shall not affect the validity of any other provision, which shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose or operation of this Agreement. If necessary in order to make the Agreement legal, valid and enforceable, the parties shall meet to confer upon an amendment or modification to the Agreement.

11. WAIVER:

The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provisions itself.

12. ASSIGNMENT:

Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

13. HEADINGS:

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. ENTIRE AGREEMENT:

This Agreement, including any exhibits and Addenda attached hereto, contains the sole and entire agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the Agreement shall have any force or effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on behalf of the academic programs of Utica COLLEGE and the FACILITY/AGENCY named below.

FACILITY/AGENCY

Cortland Enlarged City School District
1 Valley View Drive
Cortland NY 13045

By: _____

Title: _____

Date: _____

UTICA COLLEGE

1600 Burrstone Road
Utica, NY 13502-4892

By: Walter G. DeSocio

Title: V.P. Legal Affairs/General Counsel

Date: 10/15/12

THIS CONTRACT WAS INITIATED BY: Occupational therapy Program

CORTLAND ENLARGED CITY SCHOOL DISTRICT

**1 Valley View Drive
Cortland, New York 13045**

Board Resolution

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 126.00-11-06.000 in Cortland, NY, formally owned by Gerald and Patricia Power. Parcel 126.00-11-06.000 with a taxable assessed value of \$9,423.00 is now:

- Parcel 126.00-11-06.000-1 owned by Gerald and Patricia Power with a taxable assessed value of \$1,402.00.
- Parcel 126.00-11-06.000-2 owned by Gerald and Patricia Power with a taxable assessed value of \$1,392.00.
- Parcel 126.00-11-06.000-3 owned by Evan Hayes with a taxable assessed value of \$6,629.00.

SCHEDULE OF RESIGNATIONS AND LEAVES

9 a-c

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

Schedule Number: 10.98
Board Meeting Date: October 23, 2012
Color: White

A. Approval of Personnel Resignations and Leaves

INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REASON
Bacigalupi, Joshua	Kindergarten Teacher	09/01/2005	11/13/2012	Resignation
Hinkle, Lawrence	Interim 9-10 Principal	09/12/2012	10/15/2012	Resignation.

NON-INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON

INSTRUCTIONAL/NON-INSTRUCTIONAL PERSONNEL:

LEAVE OF ABSENCE	POSITION	ORIGINAL APPOINTMENT	LEAVE DATES	REASON
Murphy, Donna	English Teacher	09/01/2001	10/15/2012 – 01/15/2013 (Anticipated)	Medical Leave – If part of this leave is to be paid, the period of disability, confirmed by a physician, will be defined in the doctor's note.
Triplet, Amanda	English Teacher	09/10/2007	09/06/2012 – 12/19/2012	<i>Family Leave.</i>

*Revisions in italics

SCHEDULE OF APPOINTMENTS

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

Schedule Number: 1073
 Board Meeting Date: October 23, 2012
 Color: White

NAME	JOB TITLE	SERVICE AREA	EFFECTIVE DATE	APPOINTMENT TYPE	REMARKS	SALARY/ HOURLY RATE
Bramhall, Martha	Teacher Aide	Randall	10/24/2012	Probationary	Martha will fill the Teacher Aide position due to resignation.	\$9.60

SCHEDULE OF APPOINTMENTS

ELEMENTARY & SECONDARY SUBSTITUTE TEACHERS/TUTORS 2012-13

Schedule Number: **2212**

Board Meeting Date: **October 23, 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	Remarks
Landsdowne, Bobbie	Substitute Teacher	A	\$85.00	
Paul, Parveen	Substitute Teacher	B	\$75.00	
Agarwal, Ruchi	Substitute Teacher	A	\$85.00	
McConnell, Emma	Substitute Teacher	B	\$75.00	
Kempston, Cassandra	Substitute Teacher	A	\$85.00	Retroactive to 10/16/2012

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

SCHEDULE OF APPOINTMENTS

ADMINISTRATORS AND INSTRUCTIONAL STAFF

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

Schedule Number: 2213

Board Meeting Date: **October 23, 2012**

Color: **White**

NAME	POSITION/ LOCATION	TYPE OF APPT	DATE EFFECTIVE	PROB ENDS	TENURE AREA	CERT/DEGREE	REMARKS	SALARY
Mack, Joseph	9-10 Principal	Probationary	11/26/2012	11/25/2015	Administration 7-12	School District Administrator/ Permanent	Joseph will fill the 9-10 Principal position due to realignment.	
TOTAL								*\$87,055.00

*To be pro-rated