

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Tuesday, August 6, 2013 at 7:00 p.m.**  
**Kaufman Center, 1 Valley View Drive, Cortland NY**

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1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE**
2. **COMMUNICATIONS and RECOGNITION:**
  - a. Kudos Korner: None
  - b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes).
  - c. Board Member Reports
    - 1) Board Retreat
    - 2) Policy Review Committee Report - Meeting Tuesday, July 9, 2013
3. **PRESENTATIONS:**
  - a. Food Service – Frances Zaryski, Cafeteria Manager
4. **CONSENT ITEMS:**
  - a. Minutes of July 2, 2013 Organizational Meeting
  - b. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education) Recommendations
5. **OLD BUSINESS:**
  - a. Continue Discussion of Downtown Tax Abatement
6. **NEW BUSINESS:**
  - a. Downtown Tax Abatement Resolution
  - b. Approval of Cafeteria Prices
  - c. Approval of Annual News Release for Food Service Free and Reduced Cafeteria Prices
  - d. Approval of Food Service Agreement with St. Mary's
  - e. Approval of Food Service Agreement with OCM BOCES
  - f. Approval of Opt Out Election of NYSTRS Stable Contribution Option
  - g. Approval of Field Placement Agreement between Cortland Enlarged City School District and Cayuga Community College
  - h. Approval of Field Placement Agreement between Cortland Enlarged City School District and Cazenovia College
  - i. Approval of Field Placement Agreement between Cortland Enlarged City School District and SUNY College at Cortland
  - j. Approval of Field Placement Agreement between Cortland Enlarged City School District and Ithaca College of Music
  - k. Approval of Field Placement Agreement between Cortland Enlarged City School District and Western Governors University
  - l. Code of Conduct 2<sup>nd</sup> Reading
  - m. Approval of BOCES Rental/Ancillary Agreement
7. **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 Revised Substitute Rates for Teachers and Teaching Assistants for 2013-14
8. **LEADERSHIP REPORTS:**
  - a. Director of Business Operations
  - b. Assistant Superintendent for Pupil and Personnel Services
    - 1) Recruitment Update
  - c. Superintendent
    - 1) 2012-13 Department of Athletics Report
    - 2) 2013-14 District Calendar Distribution
9. **AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).**
10. **NEXT MEETING AGENDA REVIEW**
11. **EXECUTIVE SESSION (only if needed)**
12. **ADJOURNMENT**

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Tuesday, July 2, 2013 at 7:00 p.m.**  
**Kaufman Center, 1 Valley View Drive, Cortland NY**

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The Organizational Meeting of the Board of Education was held on Tuesday, July 2, 2013 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

**Present:** Mr. Donald Colongeli, Ms. Melissa Davis-Howard, Ms. Janet Griffin, Ms. Judith Murphy, Mr. John Natoli, Mr. Daniel Sidebottom and Ms. Alane Van Donsel  
**Also Present:** Mr. Michael Hoose, Superintendent of Schools; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Ms. Susan Bridenbecker, Director Business Services; and Ms. Margaret Baccaro, Clerk

1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE:** Ms. Baccaro called the meeting to order at 7:01 p.m., and the Pledge of Allegiance was recited.

2. **NEW BUSINESS:**

a. **Administration of Oath of Office to Newly Elected Member:**

Ms. Baccaro administered the Oath of Office to newly elected Board member Daniel Sidebottom.

b. **Election of Officers and Administration of Oath of Office:**

1.) **Nominations for President:** Ms. Baccaro called for nominations for Board President for the 2013-14 school year. Ms. Davis-Howard nominated Ms. Alane Van Donsel. Mr. Colongeli nominated Ms. Judith Murphy. Ms. Murphy respectfully declined the nomination. Mr. Colongeli nominated Mr. Daniel Sidebottom. Mr. Sidebottom respectfully declined the nomination as well. There were no further nominations.

**RESOLVED, to elect Ms. Alane Van Donsel as President of the Board of Education for the 2013-14 school year.**

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

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

Ms. Baccaro turned the meeting over to the newly elected President Ms. Van Donsel. Ms. Van Donsel thanked members for their vote of confidence, and asked for nominations for Vice-President.

2.) **Nominations for Vice President:** Ms. Davis-Howard nominated Ms. Janet Griffin to serve as Board Vice-President for the 2013-14 school year. There were no further nominations.

**RESOLVED, to elect Ms. Janet Griffin as Vice-President of the Board of Education for the 2013-14 school year.**

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

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

3.) **Administration of Oath of Office to Newly Elected President and Vice President -** Ms. Baccaro administered the Oath of Office to the newly re-elected Board President, Ms. Alane Van Donsel, and newly elected Vice President, Ms. Janet Griffin.

c. **Appointment of Officers:**

- 1.) Clerk of the Board – Ms. Margaret Baccaro
- 2.) District Treasurer – Ms. Michelle Cretaro
- 3.) Deputy Treasurer – Ms. Anne Wingard
- 4.) Tax Collector – Ms. Stacey Hatfield
- 5.) Claims Auditor – Mr. Thomas Ruane
- 6.) Deputy Claims Auditor – Ms. Anne Wingard

**RESOLVED to appoint the above officers for the 2013-14 school year as presented.**

**Moved by Ms. Griffin, seconded by Mr. Natoli.** Under discussion Mr. Colongeli asked for an explanation of the Deputy Treasure and Deputy Claims Auditor. He expressed concern as they are held by the same person. Ms. Bridenbecker explained that it is a very rare occasion that both the District Treasurer and Claims Auditor would be out at the same time. In addition, filling the deputy appointments is difficult considering the size of our business office staff.

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

d. **Other Appointments:**

- 1.) Central Treasurer for Extra-Curricular Activity Funds – Ms. Sherry Timmons
- 2.) Chief Faculty Advisor for Extra-curricular Activity Funds – Mr. Gregory Santoro

- 3.) Insurance Agent of Record – William Street, Eastern Shore Association Insurance (NYSIR)
  - 4.) District Independent Auditor – Raymond F. Wager, CPA
  - 5.) District Internal Auditor – QUESTAR III BOCES
  - 6.) School Attorneys – Hogan, Sarzynski, Lynch, DeWind, and Gregory LLP
  - 7.) School Physician – Dr. Robert Castellanos
  - 8.) Records Management Officer – Ms. Susan Bridenbecker
  - 9.) Records Access Officer – Ms. Judi Riley
  - 10.) Title IX/Section 504/ADA Compliance Officer – Ms. Judi Riley
  - 11.) District Representative on Coop. Health Insurance Board of Directors – Ms. Susan Bridenbecker
  - 12.) District Representative on Coop. Workmen’s Comp. Board of Directors – Ms. Susan Bridenbecker
  - 13.) Attendance Officer – Ms. Judi Riley
  - 14.) Board of Education Legislative Liaison and Delegate to NYSSBA Annual Meeting, and Alternate – Delegate: Ms. Van Donsel, Alternate: Mr. Colongeli
  - 15.) Board of Education Audit Advisory Committee – Ms. Davis-Howard, Mr. Colongeli, and Ms. Griffin
  - 16.) Board of Education Policy Committee – Mr. Natoli, Ms. Griffin, and Ms. Murphy
  - 17.) Board of Education Facilities Committee – Ms. Van Donsel, Ms. Davis-Howard, and Mr. Sidebottom
  - 18.) CSE/CPSE Committee/Subcommittee Members as submitted
  - 19.) State Education Department Impartial Hearing Officer List as submitted with automatic addition or deletion of future recommendations from SED
  - 20.) Clerk for Impartial Hearings – Ms. Shelley Marshall
  - 21.) Designated SAVE Official, Residency Appeals Officer, Homeless Liaison, Dignity Act Coordinator, and Medicaid Compliance Officer – Ms. Judi Riley.
  - 22.) School Purchasing Agent – Ms. Susan Bridenbecker
  - 23.) Asbestos (LEA) Designee – Mr. Walter Blanden
- RESOLVED, upon the recommendation of the Superintendent, to approve the above appointments as presented.**

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

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

e. Designations:

- 1.) Official Depository for Funds  
**WHEREAS, it is provided that the Board of Education of Cortland Enlarged City School District shall designate by written resolution the banks or trust companies in which the collectors and treasurer shall deposit the monies coming into their hands by virtue of their office,**  
**NOW, THEREFORE, BE IT RESOLVED, that the J.P. Morgan Chase, First Niagara Bank, First National Bank of Dryden and NBT Bank be and they are hereby designated as depositories in which the tax collector, treasurer, and extracurricular and School Store treasurer shall deposit all monies coming into their hands by virtue of their offices.**  
 Moved by Ms. Griffin, seconded by Mr. Natoli. Under discussion Mr. Natoli inquired if we are prepared to offer layered payments of taxes for senior citizens—he was under the impression this would be in place this tax year.  
 Final Vote: Yes – 7, No – 0. Motion Carried.
- 2.) CAPCO Service Agreements  
**RESOLVED, upon the recommendation of the Superintendent, to approve the Lease and Service Agreements with Cortland County Community Action Program, Inc. to provide CAPCO Head Start the use of (1) classroom at Smith Elementary, (1) classroom at Parker Elementary and (1) classroom at Randall Elementary as presented.**  
 Moved by Ms. Griffin, seconded by Ms. Davis-Howard. No further discussion.  
 Final Vote: Yes – 7, No – 0. Motion Carried.
- 3.) Revenue Anticipation Note Resolution  
**RESOLVED by the Board of Education of the Cortland Enlarged City School District, County of Cortland, New York as follows:**  
Section 1. Pursuant to Sections 30 and 56 of the Local Finance Law, the power to authorize the issuance of and to sell revenue anticipation notes of the Cortland Enlarged City School District, Cortland County, New York, including renewals thereof is hereby delegated to the

**President of the Board of Education, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner as may be determined by said President of the Board of Education, pursuant to the Local Finance Law.**

**Section 2. The authorization contained in this resolution shall be valid for a period of one year, expiring June 30, 2014. This resolution shall take effect immediately.**

Moved by Ms. Davis-Howard, seconded by Mr. Natoli. Under discussion Mr. Hoose explained that if it is determined there is a need to issue or sell revenue anticipation notes Trespasz & Marquardt, LLP (bond attorney), Fiscal Advisors and our auditors are consulted. Decisions are based upon their recommendation, expertise and advice. The board president keeps members informed of all bond transactions.

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

4.) Set Board Meeting Dates

**RESOLVED by the Board of Education of the Cortland Enlarged City School District, County of Cortland, New York, to approve the Board meetings for the 2013-14 school year be held on the second and fourth Tuesday's of the month, September through June, at 7:00 p.m., with the following exceptions: one meeting in November, December and June on the second Tuesday of the month, and the second April, 2014 meeting will be held on the fourth Monday and coincide with the BOCES Administrative Budget Vote. Summer meetings (July and August) and Special Meetings will be called and held in accordance with State Education Law.**

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

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

5.) Official Newspaper

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

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

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

f. Authorizations:

- 1.) The Superintendent to certify payrolls
- 2.) The Superintendent of Schools, or designee, to approve attendance at all conferences, conventions, workshops, and related education activities
- 3.) The Superintendent of Schools authorized to seek external grant funds
- 4.) Establishment of petty cash funds and change fund for tax collection: Establishment of ten (10) petty cash funds -- two in the amount of \$100 each under the direction of Secretary to the Business Official (District Office); four in the amount of \$100 each under the direction of Executive Secretary to the JSBS Building Principal (High School), Transportation Supervisor (Transportation Office), Executive Secretary to Principal of Barry School and Executive Secretary to Elementary Summer School; and four in the amount of \$75 each under the direction of Executive Secretary to Principal of Parker School, Executive Secretary to Principal of Randall School, Executive Secretary to Principal of Smith School, and Executive Secretary to Principal of Virgil School; and establishment of one (1) change fund for tax collection in the amount of \$200 under the direction of the Tax Collector.
- 5.) The School District Treasurer to sign checks
- 6.) The Superintendent of Schools to approve budget transfers up to \$35,000
- 7.) The Director of Business Services to invest available funds
- 8.) Publication of annual financial report
- 9.) The Superintendent to make appointments between Board meetings
- 10.) The Superintendent is authorized to sign Memoranda of Understanding and/or Agreement following pre-discussion with the Board
- 11.) The Superintendent to appoint Board of Registration/Elections Inspectors if those approved by the Board cannot serve
- 12.) The Superintendent to appoint Impartial Hearing Officer at the maximum local rate of \$100.00 per hour

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

Moved by Mr. Natoli, seconded by Ms. Griffin. Under discussion Ms. Davis-Howard voiced opposition to the Superintendent's authorization to approve budget transfers up to \$35,000. She feels it is too high and higher than neighboring districts. It was noted that budget transfers are reported to the Board in the *Budget Transfers to Date* monthly financial report.

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

g. **Bonding of Personnel:**

- 1.) District Clerk
- 2.) District Treasurer
- 3.) Deputy Treasurer
- 4.) Tax Collector
- 5.) District Central Treasurer for Extra-Curricular Activity Funds
- 6.) Internal Claims Auditor
- 7.) Deputy Internal Claims Auditor
- 8.) Superintendent
- 9.) Director Business Services

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

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

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

h. **Other Items:**

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

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

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

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

- 2.) **Mileage Reimbursement Rate**

**RESOLVED, to adopt the published IRS Mileage Rate.**

**Moved by Ms. Davis-Howard, seconded by Ms. Griffin.** Under discussion, Mr. Natoli requested allowing adjustments to MapQuest mileage to take into consideration detours, accidents, etc.

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

- 3.) **Certification of Principal Lead Evaluators – School Year 2013-14**

**The Annual Professional Performance Review (APPR) regulations of the Board of Regents provides that, in order to be certified as principal evaluators, administrators must be trained in the following nine elements:**

1. **ISLLC 2008 Leadership Standards**
  2. **Evidence-based observation**
  3. **Application and use of Student Growth Percentile and VA growth Model data**
  4. **Application and use of the State-approved Multidimensional Principal Performance Rubrics (Training provided by Joanne Picone-Zochia, co-author of the rubric)**
  5. **Application and use of any assessment tools used to evaluate principals**
  6. **Application and use of State-approved locally selected measures of student achievement**
  7. **Use of the Statewide Instructional Reporting System**
  8. **Scoring methodology used to evaluate principals**
  9. **Specific considerations in evaluating principals of ELLs and students with disabilities**
- Additionally, the following components were addressed:**
10. **State-determined district-wide student growth goal setting process (Student Learning Objectives)**
  11. **Effective supervisory visits and feedback**
  12. **Soliciting structured feedback from constituent groups**
  13. **Reviewing school documents, records, state accountability processes and other measures**
  14. **Principal contribution to teacher effectiveness**
  15. **Goal Setting and Attainment, using the Multidimensional Principal Performance Rubric tool (Training provided by Joanne Picone-Zochia, co-author of the rubric),**

**By virtue of the fact of having participated in the Principal Evaluator Training provided by the OCM BOCES Network Team, which included the required components, the following people are considered as Certified Principal Evaluators for the 2013-2014 School Year: Michael Hoose, Superintendent of Schools and Judi Riley, Assistant Superintendent for Pupil and Personnel Service**

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

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

- 4.) Certification of Teacher Lead Evaluators – School Year 2013-14  
**The Annual Professional Performance Review (APPR) regulations of the Board of Regents provides that, in order to be certified as lead evaluators, administrators must be trained in the following nine elements:**
1. NYS Teaching Standards, and their related elements and performance indicators or ISLLC standards and their related functions;
  2. Evidence-based observation techniques grounded in research;
  3. Application and use of the student growth percentile model and the value-added growth model;
  4. Application and use of approved teacher or principal practice rubric(s) selected by the district or BOCES for use in evaluations, including training on the effective application of such rubrics to observe a teacher's or principal's practice;
  5. Application and use of any assessment tools that the school district or BOCES utilizes to evaluate its classroom teachers or building principals, including but not limited to, structured portfolio reviews; student, parent, teacher and/or community surveys; professional growth goals and school improvement goals, etc.;
  6. Application and use of any State-approved locally-selected measures of student achievement used by the school district or BOCES to evaluate its teachers or principals;
  7. Use of the Statewide Instructional Reporting System;
  8. Scoring methodology utilized by the Department and/or the district or BOCES to evaluate a teacher or principal under this Subpart, including how scores are generated for each subcomponent and the composite effectiveness score and application and use of the scoring ranges prescribed by the Commissioner
  9. Specific considerations in evaluating teachers and principals of English language learners and students with disabilities.

By virtue of the fact of having participated in the Lead Evaluator Training provided by the OCM BOCES Network Team, which included the required components, the following people are considered as Certified Teacher Lead Evaluators for the 2013-2014 School Year: Kenneth Brafman, 11-12 Principal; Kevin Cafararo, 7-8 Principal; Jeff Johnson, Director Athletics/PE; Lisa Kaup, Virgil Principal; Cliff Kostuk, Randall Principal; Joseph Mack, 9-10 Principal; Peter Reyes, Barry Principal; Judi Riley, Assistant Superintendent for Pupil and Personnel Service; Gregory Santoro, Jr.-Sr. High School Principal; Angela Wanish, Smith Principal; and Kevin Yard, Parker Principal,

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

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

#### **OTHER BUSINESS:**

#### **3. COMMUNICATIONS and RECOGNITION:**

- a. Audience Participation – on items related to the Agenda. There were no requests to address the Board.
- b. Board Member Reports
  - 1.) Discuss Retreat Date(s) - Members set July 18, 2013, 5:30 p.m. for a board retreat.

#### **4. PRESENTATIONS:**

- a. Code of Conduct – Public Hearing

Ms. Riley presented a revised Code of Conduct explaining that school districts are required to annually review the code and update as necessary, taking into consideration the effectiveness of code provisions and the fairness and consistency of its administration. She explained that the code was revised in collaboration with students, teachers, administrators, and parents. Members provided Ms. Riley with recommendations for revisions. In addition, she is awaiting feedback from school attorney John Lynch. She and Mr. Hoose will work together to incorporate Mr. Lynch's and board members' recommendations, and present members with a revision for review prior to the August 6 meeting.

#### **5. CONSENT ITEMS:**

- a. Minutes of June 25, 2013 Regular Meeting
- b. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education) Recommendations



607000468, 607000400, 607000859, 610396569, 607000770, 607000882, 607000814, 607000463, 607000957, 607000919, 607000662, 607000666, 607000450, 610395647, 607000458, 607000629, 610319848, 610357678

- c. Four Winds Saratoga Annual Contract

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

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

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

**6. OLD BUSINESS:**

- a. Continue Discussion on Community Membership on Board Committees

Members agreed to allow the individual Board committees to decide whether or not to include nonvoting, ex-officio community members on the committee.

**7. OTHER NEW BUSINESS:**

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

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

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

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

- b. Code of Conduct – 1<sup>st</sup> Reading Approval

**Resolved, upon the recommendation of the Superintendent, to approve the 1<sup>st</sup> reading of proposed revisions to the Code of Conduct as presented.**

**Moved by Ms. Griffin, seconded by Ms. Davis-Howard.** Under discussion Ms. Riley confirmed that the code requires one public hearing, and two readings. Approval of the first reading does not constitute approval of the code. A revised code with suggested revisions will be distributed for review prior to the second reading on August 6.

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

- c. Tax Warrant Adoption

**RESOLVED, upon the recommendation of the Superintendent, to adopt the 2013-14 tax warrant as presented.**

**Moved by Ms. Griffin, seconded by Mr. Natoli.** Under discussion Mr. Hoose shared that the assessed value within the City dropped \$886,000 therefore a rate increase, Cortlandville's assessed value increased by \$2.1 million, therefore a rate decrease, Virgil's assessed value decreased by \$6.9 million, therefore a rate increase.

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

**8. PERSONNEL ACTION:**

- a. Approval of Inter-Scholastic (Athletics) Appointments

**RESOLVED, upon the recommendation of the Superintendent, to approve the appointments for Inter-Scholastic (Athletic) Personnel as presented on Schedule No. 2247.**

**Moved by Ms. Griffin, seconded by Mr. Sidebottom. No further discussion.**

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

- b. Approval of Substitute Rates for Teachers, Teaching Assistants and Nurses for 2013-14

**RESOLVED, upon the recommendation of the Superintendent, to approve Substitute Rates for Teachers, Teaching Assistants and Nurses for 2013-14.**

**Moved by Mr. Natoli, seconded by Ms. Davis-Howard.** Under discussion Ms. Riley noted that by comparison Cortland's rates fall in the low middle range of neighboring districts. It is important to keep our rates competitive in order to secure quality substitutes.

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

- c. Approval of Personnel Resignations and Leaves

**RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the Resignations and Leaves as presented on Resignations and Leaves Schedule 11.15.**

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

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

## d. Approval of Elimination of Position

**RESOLVED** by the Board of Education of the Cortland Enlarged City School District, Cortland County, New York as follows: **The Part-time Position of Clerk currently encumbered by P. Petrie is hereby eliminated for reasons of economy and efficiency effective July 1, 2013.**

**Moved by Ms. Griffin, seconded by Mr. Natoli.** Under discussion Mr. Hoose explained that last year Ms. Petrie was appointed as clerk to assist with part time tax collection. We no longer need the position as Judy Brown was hired to a full time position in the business office and Stacey Hatfield has taken over as Tax Collector. The elimination of the position is not a reflection on Ms. Petrie's job performance.

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

9. **LEADERSHIP REPORTS:**

## a. Director of Business Operations

Ms. Bridenbecker reported that the District internal auditor, Raymond F. Wager, CPA, P.C., will be conducting a payroll audit on October 11, 2013.

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

## c. Superintendent

- 1.) Capital Project Change Orders – Mr. Hoose reviewed change orders GC-047, GC-051 and GC-052.
- 2.) Stable Contribution Option Election (SCO) – Mr. Hoose provided a memo from the NYS Teachers' Retirement System (NYSTRS) outlining information on opting in or out of deferred contributions to NYSTRS. The information included a fact sheet and Q & A. This is a one-time election to be made during the opt-in period of July 1, 2013 – June 30, 2014. Although Mr. Hoose is not recommending participation, he asked members to review the information and come to the next meeting with any questions.
- 3.) New Tech High – Mr. Hoose and Ms. Riley will be attending a New Tech High workshop at BOCES on July 23, 9:00 – 3:00. He invited a volunteer from the Board to attend with them. Ms. Griffin volunteered.
- 4.) CJSHS Stadium – Mr. Hoose shared that he continues to receive requests from the public and staff to use the track. He is not in favor of distributing keys. However, he is in favor of a custodian opening and closing the stadium only (no bathroom access). Members approved Mr. Hoose working out the details.
- 5.) NYSIR Annual Report – Mr. Hoose distributed the NYSIR Annual Report to members of the Audit Committee.

10. **AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).** There were no requests to address the Board.11. **NEXT MEETING AGENDA REVIEW**

- A Policy Review Committee meeting was scheduled for Tuesday, July 9, 2013, 3:00 p.m.
- Discussion: Failure Is Not An Option
- NYSTRS Stable Contribution Option Election
- Feedback on APPR: How much time it consumed, how much time away from duties, from classroom time, etc.

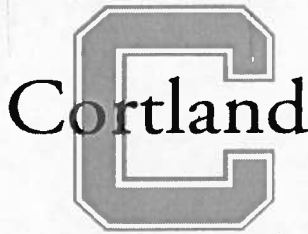
12. **ADJOURNMENT**

**As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn the meeting at 9:47 p.m.**

**Moved by Mr. Natoli, seconded by Ms. Davis-Howard.**

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





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

**CERTIFIED BOARD RESOLUTION**

**Superintendent**

Michael J. Hoose

**Board of Education**

Alane M. Van Donsel  
*President*

Janet S. Griffin  
*Vice-President*

Donald A. Colongeli

Melissa Davis-Howard

Judith E. Murphy

John A. Natoli, Jr.

Daniel R. Sidebottom

**Whereas**, the City of Cortland has adopted the real property tax exemption local law number 1, of 2013, entitled "EXEMPTION OF CERTAIN NEW OR SUBSTANTIALLY REHABILITATED MULTIPLE DWELLINGS" to encourage rehabilitation and use of multiple dwellings in the City's Central Business District by authorizing a partial exemption from real property taxation of the increase in assessed value attributable to the construction of, or the substantial rehabilitation of, multiple dwellings with an affordable housing component located within the City of Cortland Central Business District, and

**Whereas**, the School Board of the Cortland Enlarged City School District has determined it necessary and desirable to authorize a partial exemption from school taxes resulting from the increase in assessed real property value attributable to the construction of, or the substantial rehabilitation of, multiple dwellings with an affordable housing component located within the City of Cortland Central Business District;

**Be It Resolved**, that the Cortland Enlarged City School District hereby opts-in, under the authority of Real Property Tax Law § 421-m, to the City of Cortland's tax exemption local law number 1, of 2013, entitled "EXEMPTION OF CERTAIN NEW OR SUBSTANTIALLY REHABILITATED MULTIPLE DWELLINGS", thereby authorizing a partial school tax exemption in accord with said City's local law number 1, of 2013.

Approved \_\_\_\_\_, 2013: Yes - \_\_\_\_\_, No - \_\_\_\_\_, Abstain - \_\_\_\_\_, Absent - \_\_\_\_\_

STATE OF NEW YORK  
COUNTY OF CORTLAND

I, Margaret Baccaro, Clerk of the Board of Education of the Cortland Enlarged City School District, Cortland, New York, DO HEREBY CERTIFY that the foregoing is a true copy of a resolution duly adopted by the Board of Education of the Cortland Enlarged City School District of Cortland, New York on \_\_\_\_\_, 2013, and of the whole thereof.

WITNESS my hand and the seal of said Board of Education of the Cortland Enlarged City School District of Cortland, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Margaret Baccaro, Clerk  
Board of Education



**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 J. Hoose, Superintendent of Schools  
**From:** Susan Bridenbecker, Director of Business Services *[Signature]*  
**Date:** July 31, 2013  
**RE:** Board Resolution Food Service Price Increase

Mike,

The state and federal government mandates a price increase for any school district not charging \$2.59 for lunch. The state has provided a calculation for price increases for our district.

Based upon the state calculation, we are requesting the following price increase for the 2013-14 school year:

Breakfast K-12 from \$1.20 to \$1.25

Lunch K-6 from \$1.45 to \$1.50

Lunch 7-12 from \$1.55 to \$1.65

These changes reflect a \$0.05 cent increase per meal for elementary students and a \$0.10 cent increase for high school students.

Susan

## ANNUAL NEWS RELEASE - PUBLIC ANNOUNCEMENT

Cortland School District today announced a free and reduced price meal policy for Cortland area school children.

Local school officials have adopted the following family eligibility criteria to assist them in determining eligibility:

### 2013-2014 INCOME ELIGIBILITY GUIDELINES FOR FREE AND REDUCED PRICE MEALS OR FREE MILK

Free Eligibility Scale						Reduced Price Eligibility Scale					
Free Lunch, Breakfast, Milk						Reduced Price Lunch, Breakfast					
Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly	Household Size	Annual	Monthly	Twice per Month	Every Two Weeks	Weekly
1	\$ 14,937	\$ 1,245	\$ 623	\$ 575	\$ 288	1	\$ 21,257	\$ 1,772	\$ 886	\$ 818	\$ 409
2	\$ 20,163	\$ 1,681	\$ 841	\$ 776	\$ 388	2	\$ 28,694	\$ 2,392	\$ 1,196	\$ 1,104	\$ 552
3	\$ 25,389	\$ 2,116	\$ 1,058	\$ 977	\$ 489	3	\$ 36,131	\$ 3,011	\$ 1,506	\$ 1,390	\$ 695
4	\$ 30,615	\$ 2,552	\$ 1,276	\$ 1,178	\$ 589	4	\$ 43,568	\$ 3,631	\$ 1,816	\$ 1,676	\$ 838
5	\$ 35,841	\$ 2,987	\$ 1,494	\$ 1,379	\$ 690	5	\$ 51,005	\$ 4,251	\$ 2,126	\$ 1,962	\$ 981
6	\$ 41,067	\$ 3,423	\$ 1,712	\$ 1,580	\$ 790	6	\$ 58,442	\$ 4,871	\$ 2,436	\$ 2,248	\$ 1,124
7	\$ 46,293	\$ 3,858	\$ 1,929	\$ 1,781	\$ 891	7	\$ 65,879	\$ 5,490	\$ 2,745	\$ 2,534	\$ 1,267
8	\$ 51,519	\$ 4,294	\$ 2,147	\$ 1,982	\$ 991	8	\$ 73,316	\$ 6,110	\$ 3,055	\$ 2,820	\$ 1,410
Each Add'l person add	\$ 5,226	\$ 436	\$ 218	\$ 201	\$ 101	Each Add'l person add	\$ 7,437	\$ 620	\$ 310	\$ 287	\$ 144

**SNAP/TANF/FDPIR Households:** Households which currently include children who receive SNAP or Temporary Assistance to Needy Families (TANF), or the Food Distribution Program on Indian Reservations (FDPIR) must complete an application listing the child's name, a food stamp, TANF, or FDPIR case number and the signature of an adult household member, or provide a Eligibility letter from the NYS Office of Temporary and Disability Assistance.

Children in the household with the same case number may be included on the same application. Separate applications are required for children in the same household with different case numbers. If the family does not list a food stamp, TANF, or FDPIR case number for all children for whom they are applying, then the application must contain all the information as required for "other households" as described below.

**Other Households:** Households with incomes the same or below the amount of money listed above for their family size may be eligible for and are urged to apply for free and/or reduced price meals (or free milk). They may do so by filling in the application forms sent home with a letter to parents. Additional copies are available at the principal's office in each school. Applications may be submitted any time during the school year to Francis Zaryski or Wava Bush.

The information provided on the application will be confidential and will be used for determining eligibility. The names and eligibility status of participants may also be used for the allocation of funds to federal education programs such as Title I and National Assessment of Educational Progress (NAEP), State health or State education programs, provided the State agency or local education agency administers the programs, and for federal, State or local means-tested nutrition programs with eligibility standards comparable to the NSLP. Eligibility information may also be released to programs authorized under the National School Lunch Act (NSLA) or the Child Nutrition Act (CNA). The release of information to any program or entity not specifically authorized by the NSLA will require a written consent statement from the parent or guardian.

The school district does, however, have the right to verify at any time during the school year the information on the application. If a parent does not give the school this information, the child/children will no longer be able to receive free or reduced price meals (free milk).

Foster children may also be eligible for these benefits. A separate application for a foster child is no longer necessary. Foster children may be listed on the family application which must contain the foster child's name, personal use income.

Under the provisions of the policy, the designated official will review applications and determine eligibility. If a parent is dissatisfied with the ruling of the designated official, he/she may make a request either orally or in writing for a hearing to appeal the decision.

**Susan Briedenbecker** whose address is 1 Valley View Drive, Cortland NY 13045 has been designated as the Hearing Official. Hearing procedures are outlined in the policy. However, prior to initiating the hearing procedure, the parent or School Food Authority may request a conference to provide an opportunity for the parent and official to discuss the situation, present information, and obtain an explanation of the data submitted in the application or the decisions rendered. The request for a conference shall not in any way prejudice or diminish the right to a fair hearing.

Only complete applications can be approved. This includes complete and accurate information regarding: the Food Stamp, TANF, or FDPIR case number; the names of all household members; on an income application the social security number of the person who signs the form or an indication that the adult does not have one, and the amount and source of income received by

each household member. In addition, the parent or guardian must sign the application form, certifying the information is true and correct.

**Nondiscrimination Statement:** This explains what to do if you believe you have been treated unfairly.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov)

Individuals who are deaf, hard of hearing or have speech disabilities and you wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

**PLEASE NOTE:** *This notice **must** be sent to the local media and your local unemployment office at the beginning of each school year.*

*The school or district may request the media to print the entire notice.*

*The school or district must not post this public announcement on its website or distribute it with the applications.*

*The media **are not required to print any of the notice.***

*The school or district must maintain on file a copy of the letter to the media and the article (if printed).*

*The school or district should not pay to have this notice printed.*

# CORTLAND ENLARGED CITY SCHOOL DISTRICT

## FOOD SERVICE AGREEMENT

This agreement entered into this 1st day of July 2013 by and between the Cortland Enlarged City School District, party of the first part, hereinafter referred to as the District, and the St. Mary's School, party of the second part, hereinafter referred to as St. Mary's, do hereby mutually agree that:

1. The District, as the Sponsoring Agency, agrees to continue service to St. Mary's, as a recipient agency, for the 2013-14 program period September 2013 through June 2014.
2. This Agreement is renewable each school year with the mutual consent of both parties to the Agreement. This Agreement may be terminated by either party upon the filing of 60 days prior notice in writing to the other party.
3. (a) The District agrees to perform administrative functions normally conducted by a Sponsoring Agency such as, but not limited to, ordering food and milk, filing claims, filing required reports, conducting hearings and such other administrative tasks not otherwise expected in this Agreement.
- b) The District agrees to prepare and deliver lunches to St. Mary's on each school day that the District's schools are in session. The District further agrees to provide one (1) Food Service Helper employee at the point of service, the costs of said employee to be borne by the District. The menu will be identical to that published for service at the public elementary schools.
4. St. Mary's, in consideration of lunches and other services provided by the District, agrees to:
  - (a) Pay a monthly administrative charge of \$110.00 for ten months, September through June, to the District to cover expenses incurred by the District, such as, Administrative Personal Services, postage, advertising, supplies and materials.
  - (b) Repair, maintain, or replace equipment necessary to the operation of the program, equipment to mean having a unit value of \$50.00 or more for replacement purposes.
  - (c) Assign Government Donated Food allocation to the District.
  - (d) The release of all funds (revenues) to the District that are generated by the direct operation of the School Lunch Program.
  - (e) Guarantee the District payment for documented losses sustained as a result of operating the Lunch Program for St. Mary's. The District's Business Official will provide quarterly financial status reports to the Chief School Officer at St. Mary's. Documented losses, if any, will be paid by St. Mary's during the month of June of the current school year.
  - (f) Agrees to reimburse the District for time worked by the District's on site employee and authorized by St. Mary's beyond the hours per day required under 3 (b) above at the rate of \$15.00 per hour. (rate subject to change)
  - (g) Maintain the food serving and dining areas in a sanitary condition (custodial services) acceptable at all times to the Cortland County Health Department.



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

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

FOR: CORTLAND ENLARGED CITY SCHOOL DISTRICT:

\_\_\_\_\_  
Chief School Officer

\_\_\_\_\_  
Date

FOR: ST. MARY'S SCHOOL:

Denise Hall  
Chief School Officer

7/31/13  
Date

6e

# CORTLAND ENLARGED CITY SCHOOL DISTRICT

## FOOD SERVICE AGREEMENT

This Agreement entered into this 1st day of September 2013 by and between the Cortland Enlarged City School District, party of the first part, hereinafter referred to as the District, and the Onondaga-Cortland-Madison BOCES, party of the second part, hereinafter referred to as BOCES, do hereby mutually agree that:

1. The District, as the Sponsoring Agency, agrees to continue service to BOCES, as a recipient agency, for the 2013-14 program period September 2013 through June 2014.
2. This relationship is renewable each school year by mutual agreement.
3. The District will provide meals and labor and any other services normally provided other recipient agencies except as otherwise stipulated in this agreement.
4. BOCES will review applicants for free and reduced price meals.
5. BOCES will pay a monthly administrative surcharge of \$110.00 for ten months, September through June, to the District.
6. BOCES guarantees the District payment for any documented losses as a result of lunch sales determined at the end of May 2014 with a final payment, if any, in June 2014.
7. BOCES agrees to pay for any special services rendered by the Food Service Helper above the normal 2 1/2 hours per day at the rate of \$15.00 per hour. (rate subject to change)
8. BOCES agrees to provide all services, except meals and direct labor, including the transporting of food from the Cortland Jr.-Sr. High School to BOCES.
9. This Agreement may be terminated by either party during the school year with 30 days notice in writing.
10. The District will perform administrative functions normally handled by the Sponsoring Agency, such as, but not limited to, ordering food and milk, filing claims, filing required reports and conducting hearings.

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

FOR: CORTLAND ENLARGED CITY SCHOOL DISTRICT:

\_\_\_\_\_  
Chief School Officer

\_\_\_\_\_  
Date

FOR: ONONDAGA-CORTLAND-MADISON BOCES:

\_\_\_\_\_  
Chief School Officer

\_\_\_\_\_  
Date

67

**NEW YORK STATE TEACHERS' RETIREMENT SYSTEM  
10 CORPORATE WOODS DRIVE  
ALBANY NY 12211-2395**

**RECEIVED**

JUN 28 2013

SUPERINTENDENT'S OFFICE

Date: June 25, 2013

To: Cortland City School District (1055)

From: Allison M. Quinn, Manager of Finance

Subject: Stable Contribution Option Election - **Response Required**

The recently enacted Chapter 57 of the Laws of 2013, specifically Part BB, authorized the Retirement Board of the New York State Teacher' Retirement System ("NYSTRS") to offer a Stable Contribution Option ("SCO") to BOCES and public school districts as eligible participating educational employers of NYSTRS.

**Prior to making this election**, NYSTRS advises you to thoroughly review the Stable Contribution Option fact sheet, Q & A and Administrative Bulletin No. 2013-6 for information regarding this employer option. The SCO fact sheet and Q & A have been enclosed with this mailing. Please note, this is a one-time election to be made during the opt-in period of **July 1, 2013 through June 30, 2014**.

In general, the SCO provides as follows:

- Eligible participating educational employers pay the stable contribution rate plus the group life insurance rate in plan years one (2013-2014) through seven (2019-2020) and, in plan year eight (2020-2021), return to paying the actuarially required contribution (ARC) rate as calculated by NYSTRS.
- The deferred contributions, plus interest, for plan years one through five (2013-2014 through 2017-2018) will be amortized and paid over a five year period with payments beginning in plan year six (2018-2019) and ending in plan year ten (2022-2023).
- The deferred contributions, plus interest, for plan years six and seven (2018-2019 and 2019-2020) will also be amortized and paid over a five year period with payments beginning in plan year eight (2020-2021) and ending in plan year twelve (2024-2025).
- Commencing in plan year eight and through plan year twelve (2020-2021 through 2024-2025), participating educational employers will return to paying the ARC as calculated by NYSTRS. All deferred contributions outstanding from prior plan years, plus interest, will be collected in addition to the ARC for that plan year.
- Interest on deferred amounts will be based on the monthly average yield on 10-year U.S. Treasury securities for the 12-month period which precedes August 1 of the applicable deferral year, plus 1%.
- Participating educational employers may opt-out of the SCO on a form prescribed by NYSTRS.
- Should NYSTRS' funded status fall below 80%, the SCO will terminate and all participating educational employers will resume paying the actuarially required contribution. Participating educational employers will be required to resume payment of the actuarially required contribution and, in addition, payment of any outstanding deferred contributions, plus interest, over a period not to exceed five years.

**Stable Contribution Option Election Form**

Cortland City School District (1055)

**Eligible participating educational employers must elect the SCO during the opt-in period of July 1, 2013 through June 30, 2014.** In accordance with the statute, NYSTRS will **NOT** accept an election form received after June 30, 2014.

- This election form **must** be signed and notarized to be valid.
- If NYSTRS receives an election form by **certified or registered mail** it will be considered to be received on the date it was postmarked.

**All eligible employers must return this form to NYSTRS with their election.**

Participating educational employers may contact NYSTRS at (800) 356-3128 with questions.

\_\_\_\_\_, being duly sworn, deposes and says:  
(Print name of Chief Administrative Officer/Designee)

1. I am the Chief Administrative Officer, or his or her designee, of Cortland City School District and affirm I am authorized to act on behalf of said employer.
2. I acknowledge I am in receipt of the Stable Contribution Option fact sheet, Q & A and Administrative Bulletin No. 2013-6 provided by NYSTRS and have reviewed each of these documents which address the key provisions of the SCO.
3. I understand the SCO enables eligible participating educational employers to pay a stable contribution rate and amortize the difference between the actuarially required contribution rate and the stable contribution rate plus group life insurance rate.

- The district is electing the stable contribution option. \***
- The district is not electing the stable contribution option.**

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(Signature of Chief Administrative Officer/Designee)

\_\_\_\_\_  
Notary Public, State of New York  
(Please affix stamp or seal)

**\* An eligible participating educational employer is required to make an affirmative election on or before June 30, 2014 in order to participate in the SCO.**

## FIELD PLACEMENT AGREEMENT

69

Agreement effective as of July 1, 2013 by and between Cayuga Community College, an educational institution with a principal place of business at 197 Franklin Street, Auburn, NY 13021 ("The Institution"), and the Cortland Enlarged City School District, ("The District") with a principal place of business located at 1 Valley View Drive, Cortland, NY 13045.

### RECITALS:

- A. The Institution is in the business of preparing students for professional careers in education and, as part of that preparation, arranges field Instruction/practical training/student teaching experiences for its students.
- B. The District employs people in the professions for which the Institution seeks field placements.
- C. The Institution desires to place its students in field placements within the District.
- D. The District is willing to provide field placements for the Institution students under certain terms and conditions.

Therefore, based on their mutual promises and other valuable consideration, the parties agree as follows.

### TERMS:

1. The District shall have sole discretion to offer as many, as few, or no field placements as it may determine annually.
2. The Institution represents that any students it seeks to place with the District will be adequately trained and knowledgeable for the field experience sought.

## FIELD PLACEMENT AGREEMENT

3. Each of the Institution's students placed with the District shall be of good character. The Institution shall provide proof of criminal background checks and fingerprint clearance through the State Education Department procedures prior to the start of any field placement with the District.
4. The District reserves the right to reject any student proposed by the Institution for a field placement experience or to terminate any student placed in a field placement for valid non-discriminatory reasons; and the Institution shall remove any employee or student of the Institution from the field placement experience at the District upon written notice that such person is no longer acceptable to the District.
5. The Institution will provide any accommodations or supports required under State or Federal disability laws by the students in order to perform in the field placement.
6. The parties acknowledge that the student participants are not employees of the District or the Institution during their field placements but rather students of the Institution satisfying requirements of their degree programs. As a result, the students shall not be eligible for, nor receive pay or other compensations or benefits of any kind.
7. Students shall be subject to and shall abide by all applicable policies, rules and regulations of the District, as well as Federal, State and Local law regulation.
8. The Institution shall identify and provide appropriate personnel to coordinate the Institution's student field placements at the District. The Institution will not be responsible for on-site supervision. The District shall identify and provide appropriate personnel to supervise the Institution's students in their field placement assignments.
9. The District and the Institution shall agree, prior to placement of students, upon the duration of the field placement as well as the number of days and hours per week expected of the student in the field placement experience.



## FIELD PLACEMENT AGREEMENT

10. In accordance with State law and decisions there under, the Institution shall be responsible for any liability, claim, loss, damage, suit or judgment (and if assessed by a court of competent jurisdiction, any costs, expenses and reasonable attorney's fees) arising directly from the negligent acts or omissions of the Institution or its officers or employees in connection with or account of the activities carried out under this agreement.

11. As consideration for the District providing field placement experiences for the Institution's students, the Institution shall provide the following, if appropriate:

a. Tuition credit voucher; or

b. Financial remuneration in the amount of \_\_\_\_\_.

12. The agreement shall terminate on June 30, 2014. Either party may terminate this Agreement earlier, with or without cause, upon two weeks written notice to other party personally delivered or sent by registered mail, return receipt requested.

If to the District to:

Superintendent of Schools  
1 Valley View Drive  
Cortland, NY 13045

If to the Institution to:

Steven Keeler  
Chair, Division of Humanities and Telecommunications  
Cayuga Community College  
197 Franklin Street  
Auburn, NY 13021

## FIELD PLACEMENT AGREEMENT

and shall be deemed given upon the earlier of receipt or three days after mailing.

13. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed so as to make the parties joint venturers, partners, or agents of the other. Neither party shall have nor hold itself out as having any power of authority to bind, create liability for, or otherwise act on behalf of the other.
14. This Agreement constitutes the entire understanding of the parties and may only be amended by written consent of the parties.
15. Any disputes arising from the Agreement shall be resolved in a court of competent jurisdiction within Cortland County, New York, and the parties consent to jurisdiction of any such court. The Agreement shall be governed by and construed in accordance with New York State Law.

The parties' consent to this Agreement is indicated by their signatures below.

Cortland Enlarged City School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Superintendent of Schools

By: Steve Keeler Date: JUNE 10, 2013

Title: Chair, Division of Humanities and Telecommunications

Institution: Cayuga Community College

## FIELD PLACEMENT AGREEMENT

Agreement effective as of July 1, 2013 by and between Cazenovia College, an educational institution with a principal place of business at 22 Sullivan Street, Cazenovia, NY 13035 ("The Institution"), and the Cortland Enlarged City School District, ("The District") with a principal place of business located at 1 Valley View Drive, Cortland, NY 13045.

### RECITALS:

- A. The Institution is in the business of preparing students for professional careers in education and, as part of that preparation, arranges field Instruction/practical training/student teaching experiences for its students.
- B. The District employs people in the professions for which the Institution seeks field placements.
- C. The Institution desires to place its students in field placements within the District.
- D. The District is willing to provide field placements for the Institution students under certain terms and conditions.

Therefore, based on their mutual promises and other valuable consideration, the parties agree as follows.

### TERMS:

1. The District shall have sole discretion to offer as many, as few, or no field placements as it may determine annually.
2. The Institution represents that any students it seeks to place with the District will be adequately trained and knowledgeable for the field experience sought.

## FIELD PLACEMENT AGREEMENT

3. Each of the Institution's students placed with the District shall be of good character. The Institution shall provide proof of criminal background checks and fingerprint clearance through the State Education Department procedures prior to the start of any field placement with the District.
4. The District reserves the right to reject any student proposed by the Institution for a field placement experience or to terminate any student placed in a field placement for valid non-discriminatory reasons; and the Institution shall remove any employee or student of the Institution from the field placement experience at the District upon written notice that such person is no longer acceptable to the District.
5. The Institution will provide any accommodations or supports required under State or Federal disability laws by the students in order to perform in the field placement.
6. The parties acknowledge that the student participants are not employees of the District or the Institution during their field placements but rather students of the Institution satisfying requirements of their degree programs. As a result, the students shall not be eligible for, nor receive pay or other compensations or benefits of any kind.
7. Students shall be subject to and shall abide by all applicable policies, rules and regulations of the District, as well as Federal, State and Local law regulation.
8. The Institution shall identify and provide appropriate personnel to coordinate the Institution's student field placements at the District. The Institution will not be responsible for on-site supervision. The District shall identify and provide appropriate personnel to supervise the Institution's students in their field placement assignments.
9. The District and the Institution shall agree, prior to placement of students, upon the duration of the field placement as well as the number of days and hours per week expected of the student in the field placement experience.

## FIELD PLACEMENT AGREEMENT

10. In accordance with State law and decisions there under, the Institution shall be responsible for any liability, claim, loss, damage, suit or judgment (and if assessed by a court of competent jurisdiction, any costs, expenses and reasonable attorney's fees) arising directly from the negligent acts or omissions of the Institution or its officers or employees in connection with or account of the activities carried out under this agreement.
11. As consideration for the District providing field placement experiences for the Institution's students, the Institution shall provide the following, if appropriate:
- a. Tuition credit voucher; or
  - b. Financial remuneration in the amount of \$370.00 to host teacher.
12. The agreement shall terminate on June 30, 2014. Either party may terminate this Agreement earlier, with or without cause, upon two weeks written notice to other party personally delivered or sent by registered mail, return receipt requested.

If to the District to:

Superintendent of Schools  
1 Valley View Drive  
Cortland, NY 13045

If to the Institution to:

Dr. Kim Wiczorek, Program Director  
Inclusive Education Program, Cazenovia College  
22 Sullivan Street  
Cazenovia, NY 13035

and shall be deemed given upon the earlier of receipt or three days after mailing.

## FIELD PLACEMENT AGREEMENT

13. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed so as to make the parties joint venturers, partners, or agents of the other. Neither party shall have nor hold itself out as having any power of authority to bind, create liability for, or otherwise act on behalf of the other.
14. This Agreement constitutes the entire understanding of the parties and may only be amended by written consent of the parties.
15. Any disputes arising from the Agreement shall be resolved in a court of competent jurisdiction within Cortland County, New York, and the parties consent to jurisdiction of any such court. The Agreement shall be governed by and construed in accordance with New York State Law.

The parties' consent to this Agreement is indicated by their signatures below.

Cortland Enlarged City School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Superintendent of Schools

By: *Kim Wechsler*

Date: *July 24th, 2013*

Title: Program Director, Inclusive Education Program

Institution: Cazenovia College



## FIELD PLACEMENT AGREEMENT

6 i.

Agreement effective as of July 1, 2013 by and between State University of New York College at Cortland, an educational institution with a principal place of business at PO Box 2000, Cortland, NY 13045 ("The Institution"), and the Cortland Enlarged City School District, ("The District") with a principal place of business located at 1 Valley View Drive, Cortland, NY 13045.

### RECITALS:

- A. The Institution is in the business of preparing students for professional careers in education and, as part of that preparation, arranges field Instruction/practical training/student teaching experiences for its students.
- B. The District employs people in the professions for which the Institution seeks field placements.
- C. The Institution desires to place its students in field placements within the District.
- D. The District is willing to provide field placements for the Institution students under certain terms and conditions.

Therefore, based on their mutual promises and other valuable consideration, the parties agree as follows.

### TERMS:

- 1. The District shall have sole discretion to offer as many, as few, or no field placements as it may determine annually.
- 2. The Institution represents that any students it seeks to place with the District will be adequately trained and knowledgeable for the field experience sought.

## FIELD PLACEMENT AGREEMENT

3. Each of the Institution's students placed with the District shall be of good character. The Institution shall provide proof of criminal background checks and fingerprint clearance through the State Education Department procedures prior to the start of any field placement with the District.
4. The District reserves the right to reject any student proposed by the Institution for a field placement experience or to terminate any student placed in a field placement for valid non-discriminatory reasons; and the Institution shall remove any employee or student of the Institution from the field placement experience at the District upon written notice that such person is no longer acceptable to the District.
5. The Institution will provide any accommodations or supports required under State or Federal disability laws by the students in order to perform in the field placement.
6. The parties acknowledge that the student participants are not employees of the District or the Institution during their field placements but rather students of the Institution satisfying requirements of their degree programs. As a result, the students shall not be eligible for, nor receive pay or other compensations or benefits of any kind.
7. Students shall be subject to and shall abide by all applicable policies, rules and regulations of the District, as well as Federal, State and Local law regulation.
8. The Institution shall identify and provide appropriate personnel to coordinate the Institution's student field placements at the District. The Institution will not be responsible for on-site supervision. The District shall identify and provide appropriate personnel to supervise the Institution's students in their field placement assignments.
9. The District and the Institution shall agree, prior to placement of students, upon the duration of the field placement as well as the number of days and hours per week expected of the student in the field placement experience.

## FIELD PLACEMENT AGREEMENT

10. In accordance with State law and decisions there under, the Institution shall be responsible for any liability, claim, loss, damage, suit or judgment (and if assessed by a court of competent jurisdiction, any costs, expenses and reasonable attorney's fees) arising directly from the negligent acts or omissions of the Institution or its officers or employees in connection with or account of the activities carried out under this agreement.
11. As consideration for the District providing field placement experiences for the Institution's students, the Institution shall provide the following, if appropriate:
- a. Tuition credit voucher worth \$250. or the amount provided by SUNY policy; or
  - b. Financial remuneration in the amount of at least \$200. or the amount provided by SUNY policy.
12. The agreement shall terminate on June 30, 2014. Either party may terminate this Agreement earlier, with or without cause, upon two weeks written notice to other party personally delivered or sent by registered mail, return receipt requested.

If to the District to:

Superintendent of Schools  
1 Valley View Drive  
Cortland, NY 13045

If to the Institution to:

William E. Shaut  
Vice President, Finance and Management  
SUNY Cortland  
Miller Building, Room 409-B  
Cortland, NY 13045-0900

## FIELD PLACEMENT AGREEMENT

and shall be deemed given upon the earlier of receipt or three days after mailing.

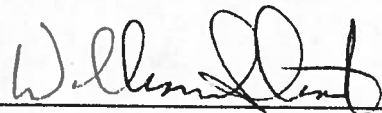
13. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed so as to make the parties joint venturers, partners, or agents of the other. Neither party shall have nor hold itself out as having any power of authority to bind, create liability for, or otherwise act on behalf of the other.
14. This Agreement constitutes the entire understanding of the parties and may only be amended by written consent of the parties.
15. Any disputes arising from the Agreement shall be resolved in a court of competent jurisdiction within Cortland County, New York, and the parties consent to jurisdiction of any such court. The Agreement shall be governed by and construed in accordance with New York State Law.

The parties' consent to this Agreement is indicated by their signatures below.

Cortland Enlarged City School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Superintendent of Schools

By:  Date: 4/11/13

Title: Vice President, Finance and Management

Institution: SUNY Cortland

## FIELD PLACEMENT AGREEMENT

6j.

Agreement effective as of July 1, 2013 by and between Ithaca College, School of Music, an educational institution with a principal place of business at 935 Danby Road, Ithaca, NY 14850 ("The Institution"), and the Cortland Enlarged City School District, ("The District") with a principal place of business located at 1 Valley View Drive, Cortland, NY 13045.

### RECITALS:

- A. The Institution is in the business of preparing students for professional careers in education and, as part of that preparation, arranges field Instruction/practical training/student teaching experiences for its students.
- B. The District employs people in the professions for which the Institution seeks field placements.
- C. The Institution desires to place its students in field placements within the District.
- D. The District is willing to provide field placements for the Institution students under certain terms and conditions.

Therefore, based on their mutual promises and other valuable consideration, the parties agree as follows.

### TERMS:

- 1. The District shall have sole discretion to offer as many, as few, or no field placements as it may determine annually.
- 2. The Institution represents that any students it seeks to place with the District will be adequately trained and knowledgeable for the field experience sought.

## FIELD PLACEMENT AGREEMENT

3. Each of the Institution's students placed with the District shall be of good character. The Institution shall provide proof of criminal background checks and fingerprint clearance through the State Education Department procedures prior to the start of any field placement with the District.
4. The District reserves the right to reject any student proposed by the Institution for a field placement experience or to terminate any student placed in a field placement for valid non-discriminatory reasons; and the Institution shall remove any employee or student of the Institution from the field placement experience at the District upon written notice that such person is no longer acceptable to the District.
5. The Institution will provide any accommodations or supports required under State or Federal disability laws by the students in order to perform in the field placement.
6. The parties acknowledge that the student participants are not employees of the District or the Institution during their field placements but rather students of the Institution satisfying requirements of their degree programs. As a result, the students shall not be eligible for, nor receive pay or other compensations or benefits of any kind.
7. Students shall be subject to and shall abide by all applicable policies, rules and regulations of the District, as well as Federal, State and Local law regulation.
8. The Institution shall identify and provide appropriate personnel to coordinate the Institution's student field placements at the District. The Institution will not be responsible for on-site supervision. The District shall identify and provide appropriate personnel to supervise the Institution's students in their field placement assignments.
9. The District and the Institution shall agree, prior to placement of students, upon the duration of the field placement as well as the number of days and hours per week expected of the student in the field placement experience.



## FIELD PLACEMENT AGREEMENT

10. In accordance with State law and decisions there under, the Institution shall be responsible for any liability, claim, loss, damage, suit or judgment (and if assessed by a court of competent jurisdiction, any costs, expenses and reasonable attorney's fees) arising directly from the negligent acts or omissions of the Institution or its officers or employees in connection with or account of the activities carried out under this agreement.

11. As consideration for the District providing field placement experiences for the Institution's students, the Institution shall provide the following, if appropriate:

- a. Tuition credit voucher; or
- b. Financial remuneration in the amount of \$300.

12. The agreement shall terminate on June 30, 2014. Either party may terminate this Agreement earlier, with or without cause, upon two weeks written notice to other party personally delivered or sent by registered mail, return receipt requested.

If to the District to:

Superintendent of Schools  
1 Valley View Drive  
Cortland, NY 13045

If to the Institution to:

Mark Fonder, Department Chair  
Ithaca College, School of Music  
935 Danby Road  
Ithaca, NY 14850

and shall be deemed given upon the earlier of receipt or three days after mailing.

## FIELD PLACEMENT AGREEMENT

13. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed so as to make the parties joint venturers, partners, or agents of the other. Neither party shall have nor hold itself out as having any power of authority to bind, create liability for, or otherwise act on behalf of the other.
14. This Agreement constitutes the entire understanding of the parties and may only be amended by written consent of the parties.
15. Any disputes arising from the Agreement shall be resolved in a court of competent jurisdiction within Cortland County, New York, and the parties consent to jurisdiction of any such court. The Agreement shall be governed by and construed in accordance with New York State Law.

The parties' consent to this Agreement is indicated by their signatures below.

Cortland Enlarged City School District

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Superintendent of Schools

By: Mark Fonder Date: 6/10/13

Title: Chair, Music Education Department

Institution: Ithaca College



## Student Teaching Agreement

This Student Teaching Agreement (the "Agreement") is entered into this 17<sup>th</sup> day of June, 2013 ("Effective Date") by and between Western Governors University, a Utah non-profit corporation and a regionally accredited institution of higher education ("WGU"), and Cortland Enlarged City School District ("District").

### Article 1: Recitals

A. WGU is regionally accredited by the Northwest Association of Schools and Colleges and Universities and nationally accredited by the Distance Education and Training Council (DETC). The WGU Teacher Education programs are further accredited by the National Council for the Accreditation of Teacher Education (NCATE).

B. WGU conducts teacher training programs leading to degrees and desires to obtain student teaching experiences for the teacher candidates enrolled in its educational programs; and

C. The District recognizes the need for and desires to aid in the educational development of student teachers and is willing to make its premises available for such purposes and, further, wishes to host Teacher Candidates in its schools.

### Article 2: Definitions

2.1. "Teacher Candidate" shall refer to a student enrolled in a program at WGU which leads to an education credential.

2.2. "Host Teacher" shall refer to an employee of the District who is the Teacher of Record within the classroom where the Teacher Candidate is assigned. Host Teachers may or may not be a Clinical Supervisor.

2.3. "Clinical Supervisor" shall refer to a present or former employee of the District, retired educator, or any other individual meeting the criteria of 'Supervisor' established by WGU for this position, and engaged by WGU or the District to supervise Teacher Candidate progress. Selection, assignment and compensation of Clinical Supervisors is the responsibility of WGU.

2.4. "Student Teaching" shall refer to the active participation by a Teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Host Teacher and/or Clinical Supervisor.

2.5. "Student Teaching Assignment" shall refer to the greater of the WGU 12-week requirement (16 weeks for special education assignments) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all WGU and State requirements.

## **Agreement**

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, WGU and the District agree as follows:

### **Article 3: District Responsibilities**

- 3.1. Host Teacher. The District shall provide Teacher Candidate with Student Teaching experience in a school and classes of the District under the direct supervision and instruction of a certified Host Teacher.
- 3.2. Access for Clinical Supervisor. The District shall allow the Clinical Supervisor on-going access to the host school and classroom for the specific purpose of observing the Teacher Candidate.
- 3.3. Right to Accept or Terminate. The District may refuse to accept, or may terminate, any Teacher Candidate assigned to the District for Student Teaching based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to WGU in writing and shall state the reasons for such decision. Upon receipt of notification from the District, WGU shall promptly terminate the Teacher Candidate's assignment to the District. In the event the WGU does not agree with the District's refusal to accept a Teacher Candidate, it shall promptly (in any event not later than five working days after receipt of the written notice or request from the District) provide the District with a written statement setting forth the basis for any such disagreement. The District shall consider in good faith WGU's grounds for its disagreement. However, the decision to refuse to accept or to terminate shall remain the prerogative of the District.
- 3.4. District Policies Provided. The District shall provide Teacher Candidates with any of the District policies and procedures to which Teacher Candidates are expected to adhere during Student Teaching Assignments and while on District premises.
- 3.5. Other Requirements. The District shall inform Teacher Candidates of any requirements to comply with particular laws such as those regarding blood borne pathogen and infection control standards.
- 3.6. Evaluations. The District through the involvement of the Host Teacher shall participate with the Clinical Supervisor and the Teacher Candidate in two evaluations of Teacher Candidates: one mid-way through the Student Teaching Assignment and another at the end of the Student Teaching Assignment. WGU shall be responsible for the format of the evaluations.
- 3.7. Facilitation of Professional Development. The District shall facilitate Teacher Candidate professional growth through educational assignments and shall provide adequate space, equipment and supplies to meet the objectives of training.

### **Article 4: WGU Responsibilities**

- 4.1. Teacher Training Program. WGU shall be responsible for monitoring and evaluating individual Teacher Candidate progress as well as curriculum planning, admission, administration, matriculation requirements, and other issues required by its Student Teaching program.



4.2. Designation of Contact. WGU shall designate a faculty point of contact for communication and coordination of Student Teaching Assignments.

4.3. Clinical Supervisor. The District or WGU shall appoint a Clinical Supervisor who shall observe Teacher Candidates in the classroom on six separate occasions during a Student Teaching Assignment. The Clinical Supervisor will assess the candidate's progress towards mastery of teaching competencies.

4.4. Teacher Candidate Preparation. WGU will use its best efforts to see that Teacher Candidates selected for participation in Student Teaching are prepared for effective participation in the clinical education phase of their teaching training program. WGU will retain ultimate responsibility for the evaluation of the Teacher Candidate.

4.5. Host Teacher Compensation. If District policies allow, WGU shall compensate either the District or the Host Teacher **\$150.00 per Teacher Candidate** for the Host Teacher services described in this Agreement. The District acknowledges that the issuance of such compensation directly to the Host Teacher will not render the Host Teacher an employee or agent of WGU and that WGU will not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of the Host Teacher. No Host Teacher compensation will be provided where a Teacher Candidate acts as 'Teacher-of-Record' within District.

4.6. Clinical Supervisor Compensation. If the Clinical Supervisors are employees of the District, WGU shall compensate either the District or the Clinical Supervisors **\$500.00 per Teacher Candidate** for Clinical Supervisor services. The District acknowledges that where District policies allow the issuance of such compensation directly to employee Clinical Supervisors, WGU may contract directly with those individuals for Clinical Supervisor Services.

4.7. Invoice Procedure. Within a reasonable time following the completion of any Student Teaching Assignment, the District or individual Host Teachers and Clinical Supervisors shall submit an invoice to WGU, which invoice shall specify the number of Teacher Candidates and the amount of compensation calculated at the rate provided in Articles 4.5 and 4.6 respectively. WGU shall pay the reimbursement directly to the Clinical Supervisor and Host Teacher within 30 days following the date the invoice is received.

Termination of Assignment. Upon receipt of a written notice from the District stating the reasons for the rejection or termination of a WGU Teacher Candidate, WGU shall promptly terminate the Teacher Candidate's assignment to the District. In the event a Student Teaching Assignment is terminated before completion, compensation for Host Teacher and Clinical Supervisor services shall be pro-rated to the number of weeks completed.

4.8. Background Check. WGU shall require each Teacher Candidate to submit to a complete background check, including criminal history, as a condition of Student Teaching. WGU shall attest to District that WGU has completed a background check for each Teacher Candidate, and shall not recommend a teacher candidate for Student Teaching who fails to meet the standards established by District for acceptable background.

4.9. Representations. WGU represents that all Teacher Candidates assigned to the District for Student Teaching are validly enrolled in an approved WGU credentialing program and meet the District's background requirements. WGU makes no other representation, express or implied, about, or assumes any responsibility for, the Teacher Candidate's fitness or qualification to participate in the Student Teaching Assignment. Nothing in this Agreement shall be construed as a delegation by the District to WGU of any of the District's duties and responsibilities for operation or supervision of the school or classes of the District.

#### 4.10. Insurance.

WGU shall provide and maintain general commercial liability insurance acceptable to the District in the minimum amounts of one million dollars (\$1,000,000) combined single limit, and three million dollars (\$3,000,000) general aggregate and, upon request of the District, shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

Professional Liability Insurance. WGU shall ensure that each Teacher Candidate, at their own expense, procures and maintains in force during the Student Teaching assignment, professional liability insurance in the amounts reasonably necessary to protect the Teacher Candidate against liability arising from any and all negligent acts or incidents caused by the Teacher Candidate. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in the aggregate. WGU shall require each Teacher Candidate to provide evidence of his or her professional liability coverage to the District.

Workers' Compensation Insurance. WGU shall maintain at its sole expense workers' compensation insurance for participating Teacher Candidates.

#### 4.11. Indemnification.

WGU shall hold harmless, defend and indemnify District and its elected and appointed governing board members, officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorney's fees), or causes of action arising from any negligent or willful acts or omissions of WGU, its officers, employees, or Teacher Candidates incurred in the performance of this Agreement.

If District policies allow, the District shall hold harmless, defend and indemnify WGU and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys fees), or causes of action arising from the gross negligence or willful act of the District, its officers, employees or agents incurred in the performance of this Agreement, including the District's refusal to accept a Teacher Candidate to which WGU provided its timely written statement of disagreement, provided that the District is determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept the Teacher Candidate.

### **Article 5: General Provisions**

5.1. Term. This Agreement shall commence on the Effective Date and shall continue until such time as either party gives the other party thirty days' written notice of its intent to terminate the Agreement, provided, however, that all Teacher Candidates receiving Student Teaching from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment.

5.2. Confidentiality of Educational Records.

Teacher Candidate Records. The District acknowledges that the education records of Teacher Candidates assigned to the District are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of educational records concerning any Teacher Candidate assigned to the District under this Agreement. As a result of this Agreement, District shall be

considered to be a "school official" of WGU and may transmit, share or disclose educational records without the Teacher Candidate's written consent, to other school officials of WGU who have a legitimate educational interest in the records. All other disclosures shall require the written consent of the affected Teacher Candidate and WGU. District Student Records. Teacher Candidates and WGU employees shall not have access to, or have the right to review, any records of District's students, including medical records, except where authorized by the District in the regular course of Student Teaching. The discussion, transmission or narration in any form by Teacher Candidates or WGU employees of any District student information of a personal nature, medical or otherwise, obtained in the regular course of Student Teaching shall be forbidden, except as authorized by the District and not prohibited by law. The District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

5.2. Non-Discrimination. Both parties agree to fully comply with all non-discrimination laws of the District's jurisdiction and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, color, religion or creed, national origin or ancestry, age, disability, Vietnam-era veteran status, in accordance with the laws of the state and the United States. In addition, both parties agree to accept, assign, supervise, and evaluate qualified Teacher Candidates without regard for sexual orientation.

5.3. Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Agreement (unless a party has changed its address by giving notice as provided in this paragraph), and will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective five (5) days after being placed in the United States mail, postage pre-paid.

5.4. Arbitration. The parties agree that disputes arising hereunder shall be subject to arbitration pursuant to the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof. The site of arbitration shall be the location of the defending Party.

5.5. Entire Agreement and Severability. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by both parties. If a court or arbitrator holds any provision of the Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement

5.6. General Provisions. This Agreement: (i) shall be binding and enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in two or more counterparts including by facsimile or email copy, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.



**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first above written.

WESTERN GOVERNORS UNIVERSITY  
("WGU")

By: 

Title: Field Placement Manager

Date: 17 Jun 2013

For notice purposes, contact:

Stuart Foster

Placement Specialist

Western Governors University

4001 S. 700 E. Suite 700

Salt Lake City, UT 84107-2533

(385) 428-4035

(801) 401-7961(fax)

CORTLAND ENLARGED SCHOOL DISTRICT  
("District")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For notice purposes, contact:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

District: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



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**CONTRACT FOR RENTAL OF FACILITIES**

THIS AGREEMENT made in duplicate this 7th day of August, 2013 by between **Cortland Enlarged City School District**, County of Cortland, party of the first part, and the Board of Cooperative Educational Services of Onondaga-Cortland-Madison Counties, party of the second part.

The said party of the first part hereby agrees to provide to the party of the second part the following facilities during the school year 2013-14 at the indicated cost.

<u>FACILITY</u>	<u>SIZE (sq. ft.)</u>	<u>PERIOD OF TIME</u>	<u>RENTAL</u>
<b>Cortland Jr. Sr. HS</b>	800 sf each classroom	July 1, 2013 – August 31, 2013	
7 classrooms @ \$300 per classroom			\$ 2,100
9 classrooms @ \$600 per classroom			\$ 5,400
7 classrooms @ \$900 per classroom			<u>\$ 6,300</u>
		<b>TOTAL COST:</b>	<b>\$13,800</b>

The party of the second part hereby agrees to pay the total contract cost of the party of the first part according to the following schedule: One payment in full by August 31, 2013

IN WITNESS WHEREOF, The parties have set their hands on the day and year above written.

1 Valley View Drive, Cortland, NY 13045

\_\_\_\_\_  
President/Trustee, Board of Education (Party of the First Part) (Post Office Address)

1 Valley View Drive, Cortland, NY 13045

\_\_\_\_\_  
Trustee/District Clerk, Board of Education (Party of the First Part) (Post Office Address)



PO Box 4754, Syracuse, NY 13221

\_\_\_\_\_  
President, Board of Coop. Ed. Services (Party of the Second Part) (Post Office Address)

PO Box 4754, Syracuse, NY 13221

\_\_\_\_\_  
Clerk, Board of Coop. Ed. Services (Party of the Second Part) (Post Office Address)

# SCHEDULE OF RESIGNATIONS AND LEAVES

ADMINISTRATORS, INSTRUCTIONAL AND NON-INSTRUCTIONAL STAFF  
School Year 2013-14

Schedule Number: 11.16  
Board Meeting Date: August 6, 2013  
Color: White

**A. Approval of Personnel Resignations and Leaves**

**INSTRUCTIONAL PERSONNEL:**

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REASON
McCann, Katherine	Mathematics	12/15/2010	08/16/2013	Resignation.
Santoro, Gregory	Executive Principal	07/11/2008	08/14/2013	Resignation.

**CO-CURRICULAR:**

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON
Comtois, Kelly	Grade Level Leader – 6th	06/26/2013	08/02/2013	Change in grade level assignment.

**NON-INSTRUCTIONAL PERSONNEL:**

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON
Hatfield, Stacey	Senior Account Clerk	01/03/2011	07/31/2013	Resignation.
Flacco, Wendy	Personal Health Care Aide	09/01/2007	07/31/2013	Resignation.
Long, Sue	Cook Manager	09/04/1985	08/15/2013	Retirement.
Blanden, Walter	Superintendent of Buildings & Grounds	10/03/1994	10/25/2013	Retirement.

**INSTRUCTIONAL/NON-INSTRUCTIONAL PERSONNEL:**

LEAVE OF ABSENCE	POSITION	ORIGINAL APPOINTMENT	LEAVE DATES	REASON

\*revised date in italics

## SCHEDULE OF APPOINTMENTS

### Non-Instructional Personnel To Fix Salaries and Schedule Conditions for the School Year 2013-14

Schedule Number: 1091  
 Board Meeting Date: August 6, 2013  
 Color: White

NAME	JOB TITLE	SERVICE AREA	EFFECTIVE DATE	APPOINTMENT TYPE	REMARKS	SALARY/ HOURLY RATE
Harvey-Sterns, Karen	Executive Secretary	Kaufman Center	07/15/2013	Probationary	Karen will fill the Executive Secretary vacancy due to resignation retroactive to 07/15/2013	\$12.15
Cifonelli, Michael	Cleaner	Randall	08/07/2013	Probationary	Michael will fill the Cleanser vacancy due to resignation.	\$10.00
Adams, Heidi	Bus Driver	District	09/04/2013	Probationary	Heidi will fill the Bus Driver vacancy.	\$16.10
Giacco, Luciano	Bus Driver	District	09/04/2013	Probationary	Luciano will fill the Bus Driver vacancy.	\$16.10

**SCHEDULE OF APPOINTMENTS**  
**Non-Instructional Personnel**  
**To Fix Salaries and Schedule Conditions for the School Year 2013-14**

Schedule Number: 1092  
 Board Meeting Date: August 6, 2013  
 Color: White

Summer School

NAME	JOB TITLE	EFFECTIVE DATE	RATE
Bush, Wava	Cook Manager	Retroactive to 07/01/2013	\$17.77
Norris, Maureen	Food Service Helper	Retroactive to 07/01/2013	\$11.60
Crosby, Rhoda	Food Service Helper	Retroactive to 07/01/2013	\$11.56
Potter, Gail	Food Service Helper	Retroactive to 07/01/2013	\$11.60
Fiske, Korena	Teacher Aide	Retroactive to 07/08/2013	\$11.74
Young, Caralee	Personal Health Care Aide	Retroactive to 07/08/2013	\$11.36
Sherwood, Amy	Teacher Aide	Retroactive to 07/08/2013	\$11.36
Thomas, Dorothy	Teacher Aide	Retroactive to 07/08/2013	\$13.87
Franceschelli, Melissa	Personal Health Care Aide	Retroactive to 07/08/2013	\$11.81
Bishop, Santana	Teacher Aide	Retroactive to 07/08/2013	\$10.09
Westfall, Patricia	Teacher Aide	Retroactive to 07/08/2013	\$10.34

## SCHEDULE OF APPOINTMENTS

### ADMINISTRATORS AND INSTRUCTIONAL STAFF

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

Schedule Number: 2248

Board Meeting Date: August 6, 2013

Color: White

NAME	POSITION/ LOCATION	TYPE OF APPT	DATE EFFECTIVE	PROB ENDS	TENURE AREA	CERT/ DEGREE	REMARKS	SALARY
Rongo, Kaitlyn	Special Education/ JSHS	Probationary	09/01/2013	08/31/2016	General Special Education	Students With Disabilities - Mathematics 7-12/Initial	Kaitlyn will fill the Special Education vacancy due to resignation.	Step A1 \$39,005 Grad Hrs 33 \$1,320 Master's TOTAL \$40,325.00
Miller, Rebecca	Music/JSHS	Probationary	09/01/2013	08/31/2016	Music	Music/Initial	Rebecca will fill the Music vacancy due to resignation.	Step A1 \$39,005 Grad Hrs Master's TOTAL \$39,005.00
Smith, Lauren	Music/Smith	Probationary	09/01/2013	08/31/2016	Music	Music/Initial-Pending	Lauren will fill the Music vacancy due to retirement.	Step A1 \$39,005 Grad Hrs Master's TOTAL \$39,005.00
Wildner, Melody	Elementary/Parker	Probationary	09/01/2013	08/31/2016	Elementary	Childhood Education (Grades 1-6)/ Professional	Melody will fill the Elementary vacancy.	Step HI \$44,347 Grad Hrs 36 \$1,440 Master's \$400 TOTAL \$46,187.00
Ellis, Jeannette	School Psychologist/ JSHS	Probationary	09/01/2013	08/31/2016	School Psychologist	School Psychologist/ Provisional	Jeannette will fill the School Psychologist vacancy due to resignation.	Step BI \$39,727 Grad Hrs 116 \$4,640 Master's \$500 CAS \$500 TOTAL \$45,367.00
Gallagher, Shannon	Reading/Randall- Parker	Probationary	09/01/2013	08/31/2015	Remedial Reading	Literacy (Birth-Grade 6)	Shannon will fill the Reading vacancy.	Step E1 \$41,973 Grad Hrs 27 \$1,080 Master's TOTAL \$43,053.00

## Co-Curricular Appointments

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

Schedule Number: **2249**

Board Meeting Date: **August 6, 2013**

Color: **Green**

TITLE	APPOINTMENT	YR	AMOUNT
Liaison – Elementary Special Education	Mary Katharine O’Neill	N/A	\$ 646.00
Liaison - Reading	Karen Avery	N/A	\$ 1,608.00
Grade Level Leader - Kindergarten	Eric Comtois	N/A	\$ 3,547.00
Grade Level Co-Leader – 6th	Molly Harrington	N/A	\$ 1,773.50
Grade Level Co-Leader – 6th	Stephanie Rhyde	N/A	\$ 1,773.50

\*Revision in italics

## SCHEDULE OF APPOINTMENTS

### ADMINISTRATORS AND INSTRUCTIONAL STAFF

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

Schedule Number: 2250

Board Meeting Date: August 6, 2013

Color: White

NAME	POSITION	SUMMER SCHOOL	REMARKS	SALARY
Nancy Moore	Teaching Assistant	Elementary	1 Session Effective -- 07/08/2013	\$1,174.60
Francesca Mahar	Teaching Assistant	Elementary	1 Session Effective -- 07/08/2013	\$1,174.60
Vickey Tobin	Teaching Assistant	Elementary	1 Session Effective -- 07/08/2013	\$1,174.60
Tina Walters	Teaching Assistant	Elementary	1 Session Effective -- 07/08/2013	\$1,174.60
Cindy Abdalla	Teaching Assistant	Elementary	1 Session Effective -- 07/08/2013	\$1,174.60

\*revised amount in italics

**SCHEDULE OF APPOINTMENTS  
INTER-SCHOLASTIC (ATHLETICS)**

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

Schedule Number: **2251**  
Board Meeting Date: **August 6, 2013**  
Color: **Blue**

<b>NAME</b>	<b>TITLE</b>	<b>VARSITY/JV JUNIOR HIGH</b>	<b>SPORT</b>	<b>BOYS/ GIRLS</b>	<b>AMOUNT</b>
Dr. Jake Veigel	Vol. Physician	All	All	Boys/Girls	\$ Volunteer



# SUBSTITUTE TEACHER PAY

Effective 7/1/13

## Loyalty Incentives

## Non-Certified Teacher \*\*

## Certified Teacher

0 - 25 days	\$77.00 per day	\$87.00 per day
26 - 60 days	\$82.00 per day	\$92.00 per day
61+ days	\$87.00 per day	\$97.00 per day

## Term Subs:

1 - 10 days	Regular Rate (\$77, \$82, \$87)	Regular Rate (\$87, \$92, \$97)
11 - 20	Regular Rate + \$22 (\$99, \$104, \$109)	Regular Rate + \$22 (\$109, \$114, \$119)
21+ Days (less than a full semester)	*1/200th Step 1 per day	*1/200th Step 1 per day
Full Semester		Regular Salary (Step, Hours, Degree)

## Half-Day Subs:

Substitutes who work one-half day will have their salary prorated for the day based upon their daily rate listed above.

\*Payable retro-active to the 11<sup>th</sup> day (days 11-20)

\*\* Length of Employment Requirements Section 80-5.4 Substitute Teachers.

(a) Definitions. As used in this section:

(1) Substitute teacher means one who is employed in place of a regularly appointed teacher who is absent but expected to return.

(2) Long-term basis means employment for 40 days by a school district in a school year.

(3) Itinerant basis means employment for 40 days or less by a school district in a school year.

(b) Responsibility. The responsibility for the employment of appropriately qualified substitutes rests with the chief school officer. Persons employed on a long-term basis shall have the proper certification for the position, except as provided in paragraph (c)(2) of this section.

(c) Length of employment. There shall be three categories of substitutes as follows:

(1) Substitutes with valid teaching certificates or certificates of qualification. Service may be rendered in any capacity, for any number of days. If employed on more than an itinerant basis, such persons will be employed in an area for which they are certified.

(2) Substitutes without a valid certificate, but who are completing collegiate study toward certification at the rate of not less than six semester hours per year. Service may be rendered in any capacity, for any number of days, in any number of school districts. If employed on more than an itinerant basis, such persons will be employed in the area for which they are seeking certification.

(3) Substitutes without a valid certificate and who are not working towards certification. Service may be rendered for no more than 40 days by a school district in a school year.

# SUBSTITUTE TEACHING ASSISTANT PAY

Effective 7/1/13

## Loyalty Incentives

## Non-Certified Teaching Assistant

## Certified Teaching Assistant

0 - 25 days  
26 - 60 days  
61+ days

\$69.00 per day  
\$74.00 per day  
\$79.00 per day

\$77.00 per day  
\$82.00 per day  
\$87.00 per day

## Term Subs:

1 - 10 days

Regular Rate  
(\$69, \$74, \$79)

Regular Rate  
(\$77, \$82, \$87)

11 - 20

Regular Rate + \$17 (\$86, \$91, \$96)

Regular Rate + \$17 (\$94, \$99, \$104)

21+ days  
(less than a full semester)\*

\*\$96.00 per day

\*\$104.00 per day

Full Semester

Regular Salary

## Half-Day Subs:

Substitutes who work one-half day will have their salary prorated for the day based upon their daily rate listed above.

For 2013-14 loyalty incentive would be based on 2012-13 subbing and will also include subbing as a Teacher and/or Teacher Aide.

Note: Per Commissioner's Regulations – Certified Teachers are also certified as Teaching Assistants.

\*Payable retro-active to the 11<sup>th</sup> day (days 11-20)

cc: Cabinet