

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Tuesday, September 10, 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:
    - 1) 2013 Varsity Baseball Team – 2013 OHSL American League Champions and Section III Class Champions
  - b. Audience Participation – on items related to the Agenda (speakers are asked to limit their comments to two minutes).
  - c. Board Member Reports
    - 1) Proposed Resolutions and Voting Delegates Guide for NYSSBA 2013 Annual Business Meeting
- 3. PRESENTATIONS:**
  - a. STAR Registration - Jeff Bartholomew, Regional Manager of Syracuse ORPTS (Office of Real Property Tax Services)
  - b. Introduction of 2013 Staff of Excellence Award Recipients
  - c. Introduction of 2013 Tenure Recipients
- 4. CONSENT ITEMS:**
  - a. Minutes of August 20, 2013 Regular Meeting
  - b. Minutes of August 29, 2013 Special Meeting
  - c. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education) Recommendations
- 5. OLD BUSINESS:**
- 6. NEW BUSINESS:**
  - a. Approval of Contract for Superintendent
  - b. 1<sup>st</sup> Reading Erie I BOCES Policy Revisions to Section 5000 Non-Instructional/Business Operations – Policies 5540, 5550, 5560, 5570, 5571, 5572, 5573, 5574, 5610, 5620.
  - c. 1<sup>st</sup> Reading Erie I BOCES Policy Revisions to Section 7000 Students – Policy 7212 Response to Intervention (RtI) Process
  - d. Acceptance of \$200 Scholarship Donation from The Perry and Nancy Browning Charitable Foundation
  - e. Approval of 2011/12 and 2012/13 Corrections to Tax Roll – Parcels #127.00-09-10.000-2, #127.00-09-10.000-3, #127.00-09-10.000-4, #127.00-09-10.000-5, #127.00-09-10.000-6, #127.00-09-10.000-7, #127.00-09-10.000-8, #127.00-09-10.000-9, #127.00-09-10.000-10, #127.00-09-10.000-11, #127.00-09-10.000-12, and #127.00-09-10.000-13
  - f. Approval of 2012/13 Correction to Tax Roll – Parcel #86.63-01-14.0000
- 7. PERSONNEL ACTION:**
  - a. Approval of Personnel Resignations and Leaves
  - b. Approval of Non-Instructional Personnel Appointments
  - c. Approval of Administrative and Instructional Personnel Appointments
  - d. Approval of Revised Substitute Rates for Nurses for 2013-14
  - e. Approval of Amendment to Employment Agreement for Assistant Superintendent for Pupil and Personnel Services
- 8. LEADERSHIP REPORTS:**
  - a. Director of Business Operations
  - b. Assistant Superintendent for Pupil and Personnel Services
  - c. Director of Curriculum and Instruction
    - 1) 4<sup>th</sup> Quarter Academic Report
  - d. Superintendent
    - 1) Change Order Summary
    - 2) Opening Day Report
- 9. AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).**
- 10. NEXT MEETING AGENDA REVIEW**

**11. EXECUTIVE SESSION**

**12. ADJOURNMENT**

**New York State Department of Taxation and Finance**  
**STAR Registration Fact Sheet**

New legislation requires all homeowners receiving a Basic STAR exemption to register with the New York State Tax Department in order to receive the exemption in 2014 and subsequent years.

This is part of a new initiative to protect New Yorkers against inappropriate or fraudulent STAR exemptions.

## **Who must register?**

**Resident homeowners** who currently receive the Basic STAR exemption must register with the New York State Tax Department in order to receive the exemption in 2014 and subsequent years.

- Homeowners do not need to re-register every year.
- Based on the information provided in the registration process, the Tax Department will confirm homeowners' eligibility in future years.

### **Senior citizens**

Senior citizens receiving the Enhanced STAR exemption are not affected by the new registration requirement. However, in order to receive Enhanced STAR, seniors must continue to:

- apply annually, or
- participate in the Income Verification Program.

**Resident homeowners applying for STAR for the first time** are not affected by this year's registration procedure. To apply for STAR a new applicant must:

- use Form RP-425, *Application for School Tax Relief (STAR) Exemption*, available on the Tax Department's Web site, and
- file the application with their local assessor.

## **When does registration begin?**

Registration will begin **August 19, 2013** and continue through **December 31, 2013**.

- The Tax Department will mail instructions to all homeowners who currently receive the Basic STAR exemption. The letters will include a STAR code that homeowners will need to register.
- Because seniors who receive Enhanced STAR are not affected by the new requirements, they will not receive new instructions from the Tax Department.

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## How does a homeowner register?

### Online registration

The fastest and easiest way for homeowners to register is through the Tax Department's Web site, [www.tax.ny.gov](http://www.tax.ny.gov).

Homeowners will need their STAR code to register. In addition to being included in the instructions that were mailed to them, homeowners will be able to find their STAR code through an online lookup or by calling the Tax Department at (518) 457-2036.

Online registration is a simple process that will require homeowners to provide some basic information about their eligibility for the STAR exemption. Homeowners will need to:

- provide the STAR code and confirm the property address
- provide the names and social security numbers for all owners of the property and spouses
- confirm that the property is the primary residence of one of its owners (married couples with multiple residences may only claim one STAR exemption)
- confirm that the combined income of the owners and their spouses who reside at the property does not exceed \$500,000
- confirm that no resident owner receives a residency-based tax exemption from another state

### Telephone registration – (518) 457-2036

Homeowners who are unable to register online will be able to register over the phone. The Tax Department will also provide telephone support to any homeowners who have questions about online registration.

## What happens when homeowners do not register?

The Tax Department will send homeowners additional letter reminders in December 2013 and January 2014.

In February 2014 the Tax Department will give assessors the names of any homeowners who did not register, or who were determined not to be eligible for STAR. The assessment roll entries for these homeowners will not include the STAR exemption.

- Homeowners who the Tax Department found to be ineligible for STAR will have the right to administrative review within the Tax Department, and review before the State Board of Real Property Tax Services.

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**Draft**

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Tuesday, August 20, 2013 at 7:00 p.m.**  
**Kaufman Center, 1 Valley View Drive, Cortland NY**

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A Regular Meeting of the Board of Education was held on Tuesday, August 20, 2013 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

**Present:** Mr. Donald Colongeli (*arrived 8:05 p.m.*), Ms. Janet Griffin, Ms. Judith Murphy, Mr. John Natoli, and Ms. Alane Van Donsel

**Absent:** Ms. Melissa Davis-Howard and Mr. Daniel Sidebottom

**Also Present:** Mr. Michael Hoose, Superintendent of Schools; Ms. Judi Riley, Assistant Superintendent for Pupil and Personnel Services; Cortland Standard Representative; School and Community Representatives; and Ms. Margaret Baccaro, Clerk

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1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE:** Ms. Van Donsel called the meeting to order at 7:02 p.m., and the Pledge of Allegiance was recited.
  
  2. **COMMUNICATIONS and RECOGNITION:**
    - a. Kudos Korner: None.
    - b. Audience Participation – on items related to the Agenda. There were no requests to address the Board.
    - a. Board Member Reports
      - 1) Feedback on August 15, 2013 Board Retreat – Mr. Hoose reported that Dr. Bruce T. Frasier, Executive Director Rural Schools Association of NY, facilitated the recent Board retreat. Dr. Frasier provided an overview of board/superintendent roles and responsibilities and then transitioned to the use of data in setting goals and improving school rankings and student achievement.
      - 2) Board Facilities Review Committee – Ms. Van Donsel reported the committee met on August 8, 2013. Ms. Van Donsel was elected as chairperson, and members decided to allow a community member, who has expertise in this area, to serve as an ad hoc committee member. The committee reviewed items under wrap-up, e.g., security system, water leaks after heavy rain, countertop failure and roofing projects. In addition, they discussed priorities for remaining capital project funds, a five-year plan and additional items that are on the radar including a pole barn roof, new phone system, sidewalks at the Jr.-Sr. High School and Smith, sound system and stage floor at the Jr.-Sr. High School, and energy performance programs.
  
  3. **PRESENTATIONS:**
    - a. Capital Project Update

Mr. Lee Stepp, Lend Lease Construction Management, provided an update on the Phase 2 roofing project and stages of completion. He shared that there was damage to computers in the computer lab at Barry School during the recent heavy rains. The damages are being assessed by an independent insurance adjustor as well as one representing the roofing company. Sands Brothers Roofing Company has provided a reasonable cost estimate for replacing the roof on the Pole barn.
    - b. Failure Is Not an Option – Michael Hoose

Mr. Hoose and Ms. Riley provided an overview of the Failure Is Not an Option model of school improvement. Mr. Hoose shared that it had become apparent not long after his arrival that administrators and teachers were looking for direction. The District lacked a clear vision and mission for goal setting--a road map for the district. Two key points that occurred over the course of last year were: (1) Ms. Riley and Ms. Kaup reported that they had attended a Hope Foundation event, sponsored by Ithaca School District. They shared the book, *Failure is Not an Option*, authored by Dr. Alan Blankstein, founder and president of Hope Foundation. The administrative team decided to do a book study over the course of the year. (2) Simultaneously, the Professional Development Team elected to read *The Answer Is in the Room*, also authored by Dr. Blankstein, that focuses on developing professional learning communities. As a group it was decided to explore FNO with a wider audience.

This summer, the District hosted a Failure is Not an Option event, facilitated by Dr. Blankstein, for a group of teachers and administrators (members of the Council for Instructional Excellence and Professional Development Committee). One event activity included input on a district vision. At the administrative retreat, administrators repeated that activity and used the input from the event to formalize a District Vision Statement. In addition the FNO group established Guiding Values PRIDE (Professionalism, Respect, Integrity, Diligence, Excellence and Equity) which will be shared with the

FNO group. This will be shared with staff on opening day. Going forward decisions will be made by the group on how to proceed.

4. **CONSENT ITEMS:**

- a. Minutes of August 6, 2013 Regular Meeting
  - b. CSE/CPSE (Committee on Special Education/Committee on Pre-school Special Education) Recommendations  
610307161, 607000499, 607001020, 610387747, 607000783, 607000395, 607001041, 607001018
  - c. Appointment of Tax Collector – Judy Brown
- RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the Consent Items as presented.**  
**Moved by Ms. Griffin, seconded by Mr. Natoli. No further discussion.**  
**Final Vote: Yes – 4, No – 0. Motion Carried.**

5. **OLD BUSINESS:**

- a. Code of Conduct 2<sup>nd</sup> Reading
- RESOLVED, upon the recommendation of the Superintendent, to approve the Code of Conduct (2<sup>nd</sup> Reading) as amended.**  
**Moved by Mr. Natoli, seconded by Ms. Griffin.** Under discussion members discussed at length the addition of a behavior contract after a third offense. Mr. Natoli was firm that he would only approve a behavior contract if the penalty would be reduced by only one-half year. Members agreed to this modification and approved the code as amended. Changes to the Code will be highlighted in bold text to bring attention to the changes.  
**Final Vote: Yes – 4, No – 0. Motion Carried.**

6. **NEW BUSINESS:**

- a. Financial Reports: Treasurer's Report, Trial Balance, Revenues, Intrafund Transfers, Appropriations, Warrant, Claims Monthly Report and Extra Classroom Activity Fund Quarterly Reports June 2013  
**RESOLVED, upon the recommendation of the Superintendent of Schools, to approve Financial Reports dated June, 2013 as presented.**  
**Moved by Ms. Griffin, seconded by Ms. Murphy. No further discussion.**  
**Final Vote: Yes – 4, No – 0. Motion Carried.**
- b. Approval of Contract Agreement for Superintendent - *Tabled*
- c. Approval of BOCES Transportation Request for Special Education Program  
**Resolved, upon the recommendation of the Superintendent, to approve the renewal of the Transportation Contract with OCM BOCES for the daytime transportation of special education students attending BOCES for therapeutic and/or program needs as presented.**  
**Moved by Ms. Griffin, seconded by Mr. Natoli. No further discussion.**  
**Final Vote: Yes – 4, No – 0. Motion Carried.**
- d. 1<sup>st</sup> Reading Erie I BOCES Policy Revisions to Section 5000 Non-Instructional/Business Operations – Policies – *Tabled*
- e. CAPCO/Head Start Food Service Program Pricing  
**RESOLVED, upon the recommendation of the Superintendent, to approve the CAPCO/Head Start Program contracted pricing for meals for 2013-14 as presented.**  
**Moved by Ms. Griffin, seconded by Mr. Natoli. No further discussion.**  
**Final Vote: Yes – 4, No – 0. Motion Carried.**
- f. Approval of Rental Agreement for Ice Hockey at Cortland Sports Complex, Inc  
**RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the continuation of the agreement with the Cortland Sports Complex, Inc. for Cortland/Homer combined ice hockey for 2013-14, at a fee of \$155 per hour, split evenly between the two districts, as presented.**  
**Moved by Mr. Natoli, seconded by Ms. Griffin. No further discussion.**  
**Final Vote: Yes – 4, No – 0. Motion Carried.**
- g. Contract Renewal for Virgil Snow Removal and Sanding for the 2013-14 School Year  
**RESOLVED, upon the recommendation of the Superintendent, to approve the agreement between Cortland Enlarged City School and the Town of Virgil for Snow Removal and Sanding at Virgil School for 2013-14 as presented.**

Moved by Ms. Griffin, seconded by Ms. Murphy. No further discussion.

Final Vote: Yes – 4, No – 0. Motion Carried.

- h. Approval of Snow Plowing Service Agreement with the City of Cortland for the 2013-14 Fiscal Year  
**Resolved, upon the recommendation of the Superintendent of Schools, that the Board of Education of the Cortland Enlarged City School District hereby approve the agreement for snow plowing service for the 2013-14 fiscal year with the City of Cortland.**

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

Final Vote: Yes – 4, No – 0. Motion Carried.

- i. Approval of Appointment of Impartial Hearing Officer Joan Alexander, Esq.  
**RESOLVED, upon the recommendation of the Superintendent, to approve the Appointment of Impartial Hearing Officer Joan Alexander, Esq., as presented.**

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

Final Vote: Yes – 4, No – 0. Motion Carried.

- j. Approval of Field Placement Agreement between Cortland Enlarged City School District and State University of New York College at Cortland, Kinesiology Department for 2013-14  
**RESOLVED, upon the recommendation of the Superintendent, to approve the Field Placement Agreement between Cortland Enlarged City School District and State University of New York College at Cortland, Kinesiology Department for 2013-14, as presented.**

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

Final Vote: Yes – 4, No – 0. Motion Carried.

- k. Authorize Superintendent to enter into a Shared Transportation Services Agreement between Cortland Enlarged City School District and Marcellus School District for Transportation to NYS School for the Blind

**RESOLVED, upon the recommendation of the Superintendent of Schools, that the Board of Education of the Cortland Enlarged City School District hereby authorizes the Superintendent of Schools to enter into an agreement with Marcellus Central School District for purpose of providing transportation for Marcellus students to the New York State School for the Blind.**

Moved by Ms. Griffin, seconded by Ms. Murphy. No further discussion.

Final Vote: Yes – 4, No – 0. Motion Carried.

7. **PERSONNEL ACTION:**

- a. 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 11.17.**

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

Final Vote: Yes – 4, No – 0. Motion Carried

- b. Approval of Non-Instructional Personnel Appointments

**RESOLVED, upon the recommendation of the Superintendent, to approve the appointments for Non-Instructional Personnel as presented on Schedules of Appointment 1093 and 1094.**

Moved by Ms. Griffin, seconded by Ms. Murphy. No further discussion.

Final Vote: Yes – 4, No – 0. Motion Carried.

- c. Approval of Administrative and Instructional Personnel Appointments

**RESOLVED, upon the recommendation of the Superintendent of Schools, to approve the appointments for Instructional Personnel as presented on Schedules of Appointment 2252, 2253, 2254 and 2255.**

*Mr. Colongeli arrived at 8:05 p.m.*

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

Final Vote: Yes – 4, No – 0, Abstain – 1 (Mr. Colongeli). Motion Carried.

8. **LEADERSHIP REPORTS:**

- a. Director of Business Operations – None

- b. Assistant Superintendent for Pupil and Personnel Services

- 1) Student Enrollment Update – Ms. Riley reported that although we have had many moves in, out and throughout the district, enrollment has remained stable. At this time we have no overenrolled classes, and we are working to return students from previously overenrolled sections to their home schools.
- 2) Recruitment Update – Ms. Riley reported that following tonight's appointments we have seven openings yet to be filled. Those positions are in the interview stage of the recruitment process.

- c. Superintendent
  - 1) Change Order Summary – Mr. Hoose reviewed change order GC-0453 for \$8,035.
  - 2) APPR Feedback – Mr. Hoose reported that we have not received the growth scores for teachers and principals from the State. They are expected later in the week.
  - 3) LERA of Central New York Invitation Discussion on Teacher Evaluations and Collective Bargaining – Mr. Hoose shared that he and Ms. Riley will be attending this workshop since the District has three contracts coming up for renewal this year,
  - 4) Board Retreat – Members will receive tomorrow, via e-mail, a survey to complete on the August 15 Board retreat.
  - 5) OCM BOCES Referendum – Mr. Hoose reminded members that BOCES has announced a tentative capital project. Should the project move ahead BOCES will be required to hold a public referendum. It has been decided that polling places will not be housed in component districts as there may be a potential (mistaken) public perception that such a referendum automatically signals an increase in the tax levy.

- 9. **AUDIENCE PARTICIPATION: (Individuals are requested to keep their comments to two-minutes per speaker).** There were no requests to address the Board.
- 10. **NEXT MEETING AGENDA REVIEW** – None.
- 11. **EXECUTIVE SESSION** – No executive session was required.
- 12. **ADJOURNMENT**

Mr. Hoose took a moment to express his appreciation and compliment all staff for the work they have done over the summer.

**As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn the Regular meeting at 8:23 p.m.**

**Moved by Mr. Natoli, seconded by Ms. Murphy.**

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

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Ms. Margaret Baccaro, Clerk



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**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**Board of Education Meeting – Thursday, August 29, 2013 at 6:00 p.m.**  
**Kaufman Center, 1 Valley View Drive, Cortland NY**

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Draft

Board of Education Special Meeting was held on Thursday, August 29, 2013 at the Kaufman Center, 1 Valley View Drive, Cortland, New York.

**Present:** Mr. Donald Colongeli, Ms. Melissa Davis-Howard, Ms. Janet Griffin, Mr. Daniel Sidebottom and Ms. Alane Van Donsel

**Absent:** Ms. Judith Murphy and Mr. John Natoli

**Also Present:** Mr. Michael Hoose, Superintendent of Schools and Ms. Susan Bridenbecker, Director Business Services

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1. **CALL TO ORDER and PLEDGE OF ALLEGIANCE:** Ms. Van Donsel called the meeting to order at 6:00 p.m., and the Pledge of Allegiance was recited.

2. **EXECUTIVE SESSION**

**In accordance with Public Officer's Law Section 96, Subdivision 1, Ms. Van Donsel called for an Executive Session at 6:01 p.m. to discuss the medical, financial, credit, or employment history of a particular person.**

**Moved by Ms. Davis-Howard, seconded by Mr. Colongeli. Discussion: none**  
**Final Vote: Yes – 5, No – 0. Motion Carried.**

**The Executive Session adjourned at 6:56 p.m.**

**Moved by Ms. Griffin, seconded by Ms. Davis-Howard. Discussion: none**  
**Final Vote: Yes – 5, No – 0. Motion Carried.**

3. **ADJOURNMENT**

**As there was no further business to discuss, Ms. Van Donsel asked for a motion to adjourn the Special meeting at 6:56 p.m.**

**Moved by Ms. Davis-Howard, seconded by Ms. Griffin. Discussion: none**  
**Final Vote: Yes – 5, No – 0. Motion Carried.**

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Mr. Michael Hoose, Clerk Pro tem

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**EMPLOYMENT CONTRACT  
OF THE  
SUPERINTENDENT OF SCHOOLS  
CORTLAND CITY SCHOOL DISTRICT**

**2013-2016**

The parties to this contract are the **BOARD OF EDUCATION OF THE CORTLAND CITY SCHOOL DISTRICT**, 1 Valleyview Drive, Cortland, New York, (hereinafter referred to as the *Board*) and **MICHAEL HOOSE**, residing at 214 Kennedy Parkway, Cortland New York 13045 (hereinafter referred to as the *Superintendent*).

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The Board has appointed **MICHAEL HOOSE** as Superintendent of Schools of the **CORTLAND CITY SCHOOL DISTRICT** (hereinafter the *District*). The parties have agreed upon the terms of employment of the Superintendent and enter into this contract pursuant to Education Law §2507.

**IN CONSIDERATION THEREOF**, of the covenants and agreement set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

**1. EMPLOYMENT.**

The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as Superintendent of Schools of the District upon the terms and conditions contained in this contract.

**2. DUTIES AND POWERS.**

The Superintendent shall perform all duties and exercise all powers of the position as prescribed by Education Law § 2508 and other laws, rules and regulations of the State of New York and by the Board in its By-Laws, Policies, regulations and other Board directives, all as may be modified from time to time. The Superintendent shall be the Chief Executive Officer of the District and of its educational system. The Superintendent shall not accept any remunerated employment or paid consultancies from other employers during the term of this contract without prior approval of the Board. Without limitation of such duties and powers, the parties agree: that the Superintendent shall have freedom to organize, reorganize and arrange the administrative and supervisory staff as in his judgment best serves the District with notice to the Board; that he shall, with the assistance of his staff, administer the instructional and business affairs of the District; and that he shall have the responsibility for selection of personnel, subject to Board approval, and for placement, transfer and discipline of personnel, subject to any necessary Board approval. The Superintendent shall be notified of and shall have the right to attend all meetings of the Board, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which they are discussing his performance or salary.

### **3. TERM AND EXTENSION.**

The term of this contract is from July 1, 2013 through June 30, 2016, unless sooner terminated in accordance with its terms. It may be extended by mutual written agreement.

No later than April 30<sup>th</sup> in each year of this agreement, or in any extension hereof, the Board shall meet to consider extending the term of the Superintendent's employment for an additional one-year period. At such time, a motion to extend the term of this Agreement for an additional one-year period will be moved, seconded and voted upon by the Board. If the Board fails to act by April 30, the Superintendent may require it do so at its next regularly scheduled Board meeting. It is the parties' expectation that the Superintendent's term of employment will be renewed at the time of such Board consideration, provided the Superintendent has previously rendered competent and efficient service and faithfully discharged the duties of his position as described herein.

Any extension of the term of the Superintendent's employment shall be in the form of an amendment to this Agreement, and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

### **4. SALARY.**

The salary for the school year 2012-2013 shall be \$150,000. The salary for the school year 2013-2014 shall increase two per cent above the previous year's salary. Annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment to other full-time administrative employees of the District. Annual salary for each school year after 2013-2014 shall be established annually (prior to July 1) by written agreement of the parties, but in no event shall such salary be less than the salary of the preceding school year. Salary shall be pro-rated for any partial school year.

### **5. ALLOWANCES AND BENEFITS.**

#### **a. Vacation.**

The Superintendent shall receive 20 work days paid vacation each school year, exclusive of holidays. The Superintendent shall provide the Board reasonable notice of intended vacation dates. Vacation will be deemed available July 1, 2012 for the first full academic year of this agreement and in all subsequent years. If the Superintendent separates from employment with the District for any reason before the end of the school year, vacation time shall be prorated and adjusted through appropriate payment or deduction in the final check. If, in the normal course of events, the Superintendent can not take his allotted vacation, he may be paid for said unused vacation up to a maximum of 15 days per year. Request must be made prior to June 1. The Superintendent may carry over up to 15 days of unused vacation days from one school year to the next. In no event shall the Superintendent be allowed to accumulate more than thirty-five vacation days. At the Superintendent's separation from employment with the Cortland City School District, the Superintendent shall be paid 1/240<sup>th</sup> of his annual salary in the school year of his separation for each accrued vacation day to a maximum of thirty five days.

**b. Automobile.**

The Board shall provide a school vehicle when available for the Superintendent's use for business travel not involving common carriers, which the Superintendent shall use for such purpose.

The District shall reimburse the Superintendent for mileage at the IRS rates when he is required to use his personal car in the performance of his official duties as Superintendent.

**c. Professional Memberships.**

The Board encourages the Superintendent to participate in activities which provide for personal and professional growth or will bring recognition to the District. The Board will pay fees for the Superintendent's membership in the following organizations:

1. The American Association of School Administrators.
2. New York State Council of School Superintendents.
3. One additional national organization.

Expenses for attendance by the Superintendent at professional conferences and activities of such organizations shall be included in the annual District budget. The Superintendent shall seek the approval of the President of the Board for all such conferences, and shall report to the Board on such conferences.

**d. Expense Reimbursement.**

The Board will pay or reimburse the reasonable expenses necessarily incurred by the Superintendent in connection with the employment, provided that the Superintendent submits appropriate documentation on a timely basis in accordance with District policy and practice.

**e. Indemnification and Counsel.**

The Board has provided the benefit of Public Officers Law § 18 to employees of the District. The Board agrees that it shall continue to provide the defense and indemnification provisions provided by such statute for the benefit of the Superintendent during the term of this contract, and that such provisions shall supplement and be available to the Superintendent in addition to defense or indemnification protection conferred by any other statute or enactment. In order to obtain the protection referred to herein, the Superintendent must deliver the original or a copy of any summons, complaint, process, notice, demand, pleading or other document asserting the claim to the District Clerk (with a copy to the Board President) within ten (10) days after service thereof on the Superintendent, together with a written request to provide for defense of the Superintendent, who must give full cooperation in the defense thereof and must comply with all provisions of Public Officers Law § 18.

**f. Other Benefits.**

- i. Health Insurance/Dental Insurance - The District will provide 100% of single or family coverage in the District's group health insurance plan at the Superintendent's election.
- ii. Sick Days -- The Superintendent shall be permitted 12 paid days annually for absence caused by personal or family illness. Family shall mean the Superintendent's parents, spouse, children, or other relatives who are members of the Superintendent's household. The Superintendent shall be awarded 30 days of sick leave at the commencement of employment. The Superintendent may accumulate up to one hundred sick leave days during his employment. At the Superintendent's separation from employment with the Cortland City School District the Superintendent shall be paid the sum of \$100.00 for each accumulated unused sick day accruing to his benefit.
- iii. Holiday -- The Superintendent shall be entitled to the following paid holidays each school year, which shall not be cumulative:

Fourth of July	Thanksgiving and Day After
Labor Day	Christmas Day
Columbus Day	New Years Day
Veterans Day	President's Day
Martin Luther King	Memorial Day
Good Friday	

- iv. Health Insurance Upon Retirement – If the Superintendent retires i.e. draws benefits from New York State Teachers' Retirement System, the District contribution to the premium cost for individual and dependent coverage for health insurance shall be as follows:

Years of Completed Service at Retirement	% of District Contribution
1	15%
2	30%
3	45%
4	60%
5	75%
6	90%

If the Superintendent shall die leaving a spouse surviving him, then the spouse may continue in the District's health plan by paying to the District fifty percent of the individual premium.

- v. Bereavement Leave:
  - 1. The Superintendent shall be entitled to five (5) days of paid leave due to a death in his immediate family. "Immediate family" is defined as a parent, grandparent, brother, sister, spouse, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any relative or person living in the Superintendent's household

2. If the death occurs while the Superintendent is on sick or vacation leave, the days used for the bereavement leave shall not be deducted from his accumulated sick leave
  3. The District may grant additional bereavement leave days in circumstances where it determines that such additional leave is necessary and justified.
- vi. Life Insurance – The Superintendent shall be reimbursed up to \$3,000 per year for each year of the contract upon presentation to the business office of a receipt for a life insurance premium through a life insurance company of the superintendent's choice.
- vii. ~~Personal Leave- The Superintendent shall have available up to three personal leave days in each year of the agreement for purposes of conducting personal business which cannot be conducted outside the regular business day. Any unused personal business leave days will be converted to sick leave days.~~

## 6. RESIDENCY.

Within eighteen months of the effective date of the agreement, the Superintendent shall establish legal residence within the Cortland City School District. For purposes of this clause, the phrase *legal residence* means the Superintendent's actual legal domicile.

## 7. ANNUAL REVIEW.

The parties shall meet no later than October of each school year to mutually agree upon the goals of the Superintendent for that school year. The parties shall meet annually at a mutually agreeable time in June (or such other time as the parties may agree) to evaluate the performance of the Superintendent including the goals set the previous October. The Board shall provide the Superintendent a written evaluation annually. Such evaluation may also be held at other times as agreed by the parties. The evaluation instrument shall be mutually agreed upon in advance of any annual review. Such evaluation shall remain confidential to the extent permitted by law.

## 8. TERMINATION.

This contract and the employment of the Superintendent may be terminated earlier than provided in paragraph 3, as follows:

a. **By Agreement.**

By mutual written agreement of the parties upon such terms as they may determine.

b. **By Superintendent.**

By the Superintendent by written notice filed with the District Clerk effective no less than sixty days after filing.

c. **By Board.**

By the Board:

- (i) Upon 30 days prior written notice to the Superintendent if he shall become mentally or physically incapacitated for a period of six months or more to such an extent as to prevent him from properly performing each and every one of his duties.
- (ii) Immediately upon written notice to the Superintendent if he shall be convicted of a felony.
- (iii) Immediately upon giving of notice for failure to maintain certification required by New York statute, rule or regulation, or upon failure to establish legal residence as required by paragraph 6 above.
- (iv) Upon the filing of charges:
  - (a). Charges against the Superintendent may only be brought by the Board for incompetence or misconduct and all such charges shall be in writing. The Superintendent shall be entitled to a hearing on said charges, upon at least thirty (30) days' notice, before a hearing officer mutually selected. The hearing shall be conducted in executive session. The Board may suspend the Superintendent with pay and benefits during the pendency of such hearing. The District will pay all costs of the hearing.
  - (b). The Superintendent shall be entitled to due process protection at such hearing, including, but not limited to, the right to be represented by counsel; to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law.
  - (c). The hearing officer shall, upon the conclusion of the hearing, prepare and submit a decision, which decision shall include findings of fact and a recommended disposition of each charge. The hearing officer's decision shall be final.

**d. Death.**

This contract shall terminate upon the death of the Superintendent.

**e. Terms to Continue.**

Notwithstanding the expiration or earlier termination of the employment of the Superintendent or of this contract, all the terms and conditions of this contract which explicitly or by necessary implication are intended to continue after such termination, shall so continue and this contract shall remain in effect for such purpose.

**9. EFFECTIVE DATE.**

This contract shall take effect as of July 1, 2013. The Superintendent shall file his oath of office with the District clerk upon assuming the responsibilities of the office.

**10. NOTICE.**

The Board and the Superintendent each recognize that in order to establish a good working relationship and communication it is sometimes necessary to address performance issues with the Superintendent. When such performance issues are addressed, the issues will be discussed in an executive session of the Board of Education or in another private forum, consistent with the Open Meetings Law, such as a meeting between the Board President and the Superintendent of Schools. The Board acknowledges the importance of keeping open honest communication with the Superintendent and further acknowledges that such open honest communication is not fostered when public meetings of the Board are used to address performance concerns of the Superintendent.

Unless otherwise specified, all notices given under this contract shall be given in writing. Notice given by the Superintendent may be signed by him or by his attorney. Notice given by the Board shall be authorized by the Board in accordance with applicable law and may be signed by the President, other Board member, or an attorney, as may be designated by the Board by resolution. Notices shall be delivered as follows:

**a. To the Superintendent.**

Personally or by certified mail, return receipt requested, addressed to his residence.

**b. To the Board.**

To the President of the Board of Education, personally or by certified mail, return receipt requested, addressed to the President's residence, with a copy to the office of the District Clerk, personally delivered or by certified mail, return receipt requested. Notice to the Board shall be effective upon the earlier of the date on which notice is given to the President or to the office of the District Clerk, providing notice is given to both.

**c. Date Given.**

Notices personally delivered shall be deemed given upon delivery. Notices given by mail shall be deemed given five business days after posting, regardless of date of actual receipt.

**11. SEVERABILITY.**

Every provision of this contract is intended to be severable. If any provision is held to be invalid or unenforceable by the Commissioner of Education on appeal to the Commissioner or by a court of competent jurisdiction, such provision shall be deemed modified or rescinded to the extent necessary to comply with law and all other provisions shall continue in full force and effect.



**12. MISCELLANEOUS.**

**a. Headings.**

The paragraph headings contained in this contract have been prepared for convenience of reference only and will not control, affect the meaning, or be taken as an interpretation of any provision of this contract.

**b. Waiver.**

In the event any term or condition of this contract should be breached by either party and the breach is thereafter waived by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

**c. Applicable Law.**

This contract will be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed, delivered and to be fully performed in New York. The County of Cortland in the State of New York shall be the venue of any action or proceeding arising from or related to this contract.

**d. Agreement Binding.**

This agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

**e. Counterparts.**

This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute one and the same agreement.

**13. COMPLETE AGREEMENT.**

This contract contains the complete agreement between the parties and may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have signed this contract on the \_\_\_\_ day of 2013, intending to be legally bound.

**BOARD OF EDUCATION  
CORTLAND CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
**Board President**

\_\_\_\_\_  
**Michael Hoose**

**CLERK'S CERTIFICATION**

This is to certify that this agreement was approved and the execution thereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Cortland City School District at a public meeting duly held on \_\_\_\_\_, 2013, and has been made a part of the minutes of that meeting.

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School District Clerk

66

2013

5540

Non-Instructional/Business  
Operations

**SUBJECT: PUBLICATION OF DISTRICT'S ANNUAL FINANCIAL STATEMENT**

In compliance with Education Law, as a Small City School District, the Board of Education is required to annually publish a financial report within three months of the close of the fiscal year. This financial report must include the specifics of all moneys received and expended and also include a full and complete statement of any bonds issued the preceding year for school purposes and the disposition made or to be made of the proceeds of such bonds.

The law requires that this statement be published in one newspaper, or two if available, having general circulation in the School District, or in pamphlet form for general distribution, as prescribed by the Commissioner. However, if the report is published in pamphlet form, then the Board is required to publish notice in a newspaper or newspapers having general circulation in the District, indicating when and where the pamphlets will be made available.

Education Law Sections 1610, 1721, 2117, 2528 and 2577  
8 NYCRR Section 170

Adoption Date

Non-Instructional/Business  
Operations**SUBJECT: MAINTENANCE OF FISCAL EFFORT (TITLE I PROGRAMS)**

A Local Educational Agency (LEA) may receive its full allocation of Title I funds if the ~~combined fiscal effort per student or the aggregate expenditures of state and local funds with respect to~~ the provision of free public education in the LEA for the preceding fiscal year was not less than ninety percent (90%) of the combined fiscal effort per student or the aggregate expenditures for the second preceding fiscal year.

In determining an LEA's compliance with the maintenance of effort requirement, the State Educational Agency (SEA) shall consider the LEA's expenditures from state and local funds for free public education. These include expenditures for administration, instruction, attendance, health services, student transportation services, plant operation and maintenance, fixed charges, and net expenditures to cover deficits for food services and student body activities.

The SEA shall not consider the following expenditures in determining an LEA's compliance with the maintenance of effort requirements:

- a) Any expenditures for community services, capital outlay, and debt service;
- b) Any expenditures made from funds provided by the federal government for which the LEA is required to account to the federal government directly or through the SEA.

The Board of Education assigns the School Business Official the responsibility of reviewing, as part of the budgeting process, combined fiscal effort so that expenditures of state and local funds with respect to the provision of free public education per student and in the aggregate for any fiscal year are not budgeted at less than ninety percent (90%) of the combined fiscal effort per student or the aggregate of expenditures for the preceding fiscal year.

Title I of the Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001  
34 CFR Part 200

Adoption Date

**SUBJECT: USE OF FEDERAL FUNDS FOR POLITICAL EXPENDITURES**

The Board of Education prohibits the use of any federal funds for partisan political purposes or expenditures of any kind by any person or organization involved in the administration of federally-assisted programs.

This policy refers generally, but is not limited to, lobbying activities, publications, or other materials intended for influencing legislation or other partisan political activities.

In recognition of this stricture, the Board of Education assigns the Purchasing Agent the responsibility of monitoring expenditures of federal funds so that said funds are not used for partisan political purposes by any person or organization involved in the administration of any federally-assisted programs.

OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments (revised May 10, 2004)  
Compliance Supplement for Single Audit of State and Local Governments (revised June 27, 2003)  
supplementing OMB Circular A133

NOTE: Refer also to Policy #6430 -- Employee Activities

Adoption Date

Non-Instructional/Business  
Operations**SUBJECT: FINANCIAL ACCOUNTABILITY**

School districts must have internal controls in place to ensure that the goals and objectives of the District are accomplished; laws, regulations, policies, and good business practices are complied with; operations are efficient and effective; assets are safeguarded; and accurate, timely and reliable data are maintained.

The Cortland Enlarged City School District's governance and control environment will include the following:

- a) The District's code of ethics addresses conflict of interest transactions with Board members and employees. Transactions that are less-than-arm's length are prohibited. Less-than-arm's length is a relationship between the District and employees or vendors who are related to District officials or Board members.
- b) The Board requires corrective action for issues reported in the Certified Public Accountant's (CPA's) management letter, audit reports, the Single Audit, and consultant reports.
- c) The Board has established the required policies and procedures concerning District operations.
- d) The Board routinely receives and discusses the necessary fiscal reports including the:
  1. Treasurer's cash reports,
  2. Budget status reports,
  3. Revenue status reports,
  4. Monthly extra-classroom activity fund reports, and
  5. Fund balance projections (usually starting in January).
- e) The District has a long-term (three to five years) financial plan for both capital projects and operating expenses.
- f) The District requires attendance at training programs for Board members, business officials, treasurers, claims auditors, and others to ensure they understand their duties and responsibilities and the data provided to them.
- g) The Board has an audit committee to assist in carrying out its fiscal oversight responsibilities.

(Continued)

**SUBJECT: FINANCIAL ACCOUNTABILITY (Cont'd.)**

- h) The District's information systems are economical, efficient, current, and up-to-date.

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- i) All computer files are secured with passwords or other controls, backed up on a regular basis, and stored at an off site or in a secure fireproof location.
- j) The District periodically verifies that its controls are working efficiently.
- k) The District requires all staff to take vacations during which time another staff member performs the duties of the staff on vacation.

8 NYCRR Section 170.12

Adoption Date

**SUBJECT: ALLEGATIONS OF FRAUD****Reporting and Investigations of Allegations of Fraud**

All Board members and officers, District employees and third party consultants are required to abide by the District's policies, administrative regulations and procedures in the conduct of their duties. Further, all applicable federal and/or state laws and regulations must be adhered to in the course of District operations and practices. Any individual who has reason to believe that financial improprieties or wrongful conduct is occurring within the School System is to disclose such information according to the reporting procedures established by the District. The reporting procedures will follow the chain of command as established within the department or school building or as enumerated in the District's Organizational Chart. In the event that the allegations of financial improprieties/fraud and/or wrongful conduct concern the investigating official, the report shall be made to the next level of supervisory authority. If the chain of supervisory command is not sufficient to ensure impartial, independent investigation, allegations of financial improprieties/fraud and/or wrongful conduct will be reported as applicable, to the Internal Auditor (if available), or the External (Independent) Auditor, or the School Attorney, or the Board of Education. The District's prohibition of wrongful conduct, including fraud, will be publicized within the District as deemed appropriate; and written notification will be provided to all employees with fiscal accounting/oversight and/or financial duties including the handling of money.

Upon receipt of an allegation of financial improprieties/fraud and/or wrongful conduct, the Board or designated employee(s) will conduct a thorough investigation of the charges. However, even in the absence of a report of suspected wrongful conduct, if the District has knowledge of, or reason to know of, any occurrence of financial improprieties/fraud and/or wrongful conduct, the District will investigate such conduct promptly and thoroughly. To the extent possible, within legal constraints, all reports will be treated as confidentially and privately as possible. However, disclosure may be necessary to complete a thorough investigation of the charges and/or to notify law enforcement officials as warranted, and any disclosure will be provided on a "need to know" basis. Written records of the allegation, and resulting investigation and outcome will be maintained in accordance with law.

Based upon the results of this investigation, if the District determines that a school official has engaged in financial improprieties/fraudulent and/or wrongful actions, appropriate disciplinary measures will be applied, up to and including termination of employment, in accordance with legal guidelines, District policy and regulation, and any applicable collective bargaining agreement. Third parties who are found to have engaged in financial improprieties/fraud and/or wrongful conduct will be subject to appropriate sanctions as warranted and in compliance with law. *The application of such disciplinary measures by the District does not preclude the filing of civil and/or criminal charges as may be warranted. Rather, when school officials receive a complaint or report of alleged financial improprieties/fraud and/or wrongful conduct that may be criminal in nature, law authorities should be immediately notified.*

(Continued)



**SUBJECT: ALLEGATIONS OF FRAUD (Cont'd.)**

An appeal procedure will also be provided, as applicable, to address any unresolved complaints and/or unsatisfactory prior determinations by the applicable investigating officer(s).

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**Protection of School Employees who Report Information Regarding Illegal or Inappropriate Financial Practices**

Any employee of the School District who has reasonable cause to believe that the fiscal practices or actions of an employee or officer of the District violates any local, state, federal law or rule and regulation relating to the financial practices of the District, and who in good faith reports such information to an official of the District, or to the Office of the State Comptroller, the Commissioner of Education, or to law enforcement authorities, shall have immunity from any civil liability that may arise from the making of such report. Further, neither the School District, nor employee or officer thereof, shall take, request, or cause a retaliatory action against any such employee who makes such a report.

**Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)**

The Board also prohibits any retaliatory behavior directed against any witnesses and/or any other individuals who participate in the investigation of an allegation of illegal or inappropriate fiscal practices or actions. Follow-up inquiries shall be made to ensure that no reprisals or retaliatory behavior has occurred to those involved in the investigation. Any act of retaliation is prohibited and subject to appropriate disciplinary action by the District.

**Knowingly Makes False Accusations**

Any individual who *knowingly* makes false accusations against another individual as to allegations of financial improprieties/fraud may also face appropriate disciplinary action.

Civil Service Law Section 75-B  
Education Law Section 3028-d

Adoption Date

**SUBJECT: AUDIT COMMITTEE**

An Audit Committee has been established by Board resolution. The Audit Committee may consist of:

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- a) The Board of Education as a whole;
- b) A subcommittee of the Board of Education; or
- c) An Advisory Committee that may include, or be composed entirely of persons other than Board members if, in the opinion of the Board, such membership is advisable to provide accounting and auditing expertise.

Persons other than Board members who serve on the advisory committee shall be independent and shall not:

1. Be employed by the District;
2. Be an individual who within the last two (2) years provided, or currently provides, services or goods to the District;
3. Be the owner of or have a direct and material interest in a company providing goods or services to the District; or
4. Be a close or immediate family member of an employee, officer, or contractor providing services to the District. A "close family member" is defined as a parent, sibling or nondependent child; an "immediate family member" is a spouse, spouse equivalent, or dependent (whether or not related).

The Audit Committee shall consist of at least three (3) members who should collectively possess knowledge in accounting, auditing, financial reporting, and School District finances. They shall serve without compensation, but shall be reimbursed for any actual and necessary expenditure incurred in relation to attendance at meetings. Employees of the District are prohibited from serving on the Audit Committee. Members of the Audit Committee shall be deemed School District Officers, but shall not be required to be residents of the School District.

The role of the Audit Committee shall be advisory unless the Audit Committee consists of at least a quorum of Board members, and any recommendations it provides to the Board shall not substitute for any required review and acceptance by the Board of Education.

The Audit Committee shall develop and submit to the Board for approval a formal, written charter which includes, but is not limited to, provisions regarding the committee's purpose, mission, duties, responsibilities and membership requirements.

(Continued)

**SUBJECT: AUDIT COMMITTEE (Cont'd.)**

The Audit Committee shall hold regularly scheduled meetings and report to the Board on the ~~activities of the Committee on an as needed basis, but not less than annually. The report will address~~ or include at a minimum:

- a) The activities of the Audit Committee;
- b) A summary of the minutes of the meeting;
- c) Significant findings brought to the attention of the Audit Committee;
- d) Any indications of suspected fraud, waste, or abuse;
- e) Significant internal control findings; and
- f) Activities of the internal audit function.

The responsibilities of the Audit Committee include the following:

- a) Provide recommendations regarding the appointment of the External (Independent) Auditor for the District;
- b) Meet with the External (Independent) Auditor prior to commencement of the audit;
- c) Review and discuss with the External (Independent) Auditor any risk assessment of the District's fiscal operations developed as part of the Auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards if applicable;
- d) Receive and review the draft annual audit report and accompanying draft management letter and, working directly with the External (Independent) Auditor, assist the Board of Education in interpreting such documents;
- e) Make a recommendation to the Board on accepting the annual audit report; and
- f) Review every corrective action plan developed by the School District and assist the Board in its implementation.

**Corrective Action Plan**

Within ninety (90) days of receipt of the report or management letter, the Superintendent shall prepare a corrective action plan approved by the Board in response to any findings contained in:

(Continued)

**SUBJECT: AUDIT COMMITTEE (Cont'd.)**

- a) The annual external audit report or management letter;
- b) A final audit report issued by the District's internal auditor;
- c) A final report issued by the State Comptroller;
- d) A final audit report issued by the State Education Department; or
- e) A final audit report issued by the United States or an office, agency or department thereof.

The corrective action plan must be filed with the State Education Department, and if appropriate, must include the expected date(s) of implementation. To the extent practicable, implementation of the corrective action plan should begin no later than the end of the next fiscal year.

Additional responsibilities of the Audit Committee include: assisting in the oversight of the Internal Audit Function including, but not limited to, providing recommendations regarding the appointment of the Internal Auditor; reviewing significant findings and recommendations of the Internal Auditor; monitoring the School District's implementation of such recommendations; and participating in the evaluation of the performance of the Internal Audit Function.

The Audit Committee may conduct an Executive Session pursuant to Public Officers Law Section 105 pertaining to the following matters:

- a) To meet with the External (Independent) Auditor prior to commencement of the audit;
- b) To review and discuss with the External (Independent) Auditor any risk assessment of the District's fiscal operations developed as part of the Auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards if applicable; and
- c) To receive and review the draft annual audit report and accompanying draft management letter and, working directly with the External (Independent) Auditor, assist the Board of Education in interpreting such documents.

Any Board member who is not a member of the Audit Committee may be allowed to attend an Audit Committee Meeting, including an executive session of the Audit Committee, if authorized by a Board resolution. However, if such Board member's attendance results in a meeting of a quorum of the full Board, any action taken by formal vote may constitute official Board action.

Education Law Sections 2116-c, and 3811-3813  
Public Officers Law Sections 105(b), 105(c) and 105(d)  
8 NYCRR Section 170.12(d)

Adoption Date

**SUBJECT: INTERNAL AUDIT FUNCTION**

The District has established an Internal Audit Function which includes:

- a) Development of a risk assessment of District operations including, but not limited to, a review of financial policies, procedures and practices;
- b) An annual review and update of such risk assessment;
- c) Annual testing and evaluation of one or more of the District's internal controls, taking into account risk, control weaknesses, size, and complexity of operations;
- d) Preparation of reports, at least annually or more frequently as the Board may direct, which analyze significant risk assessment findings, recommend changes for strengthening controls and reducing identified risks, and specify timeframes for implementation of such recommendations.

The District is permitted to utilize existing District personnel to fulfill the Internal Audit Function, but such persons shall not have any responsibility for other business operations of the District while performing Internal Audit Functions. The District shall also be permitted to use inter-municipal cooperative agreements, shared services to the extent authorized by Education Law Section 1950 or independent contractors to fulfill the Internal Audit Function as long as the personnel or entities performing this Function comply with any Regulations issued by the Commissioner of Education and meet professional auditing standards for independence between the auditor and the District.

Personnel or entities serving as the Internal Auditor and performing the Internal Audit Function shall report directly to the Board of Education. The Audit Committee shall assist in the oversight of the Internal Audit Function on behalf of the Board.

Education Law Sections 1950, 2116-b and 2116-c  
8 NYCRR Section 170.12(d)

NOTE: Refer also to Policy #1339 -- Duties of the Internal Auditor

Adoption Date

**SUBJECT: MEDICAID COMPLIANCE PROGRAM POLICY**

The School District shall comply with New York State and federal laws and regulations related ~~to the School District's participation as a provider of care, services or supplies under the Medicaid~~ program.

The School District as a provider receiving or submitting Medicaid claims of at least \$500,000 in any consecutive twelve-month period, has established and implemented a Medicaid Compliance Program designed to detect and prevent fraud, waste and abuse.

As required by the New York State Office of the Medicaid Inspector General (hereinafter referred to as the OMIG), the School District's Medicaid Compliance Program is comprised of the following core elements:

- a) Written policies and procedures that describe compliance expectations as embodied in a code of ethics applicable to all School District personnel, including Board members. Such compliance expectations or standards of conduct shall include provisions designed to: implement the operation of the Medicaid Compliance Programs; provide guidance to employees and others on dealing with potential compliance issues; identify how to communicate compliance issues to appropriate personnel; and describe how issues are investigated and resolved;
- b) A designated employee who will be responsible for the day-to-day operation of the Medicaid Compliance Program. This employee's job duties may be exclusively related to Medicaid compliance issues or may be combined with other duties, provided that the Medicaid compliance portions of the employee's duties are satisfactorily fulfilled. The designated employee shall report directly to the School District Superintendent or the Superintendent's designee and shall also periodically report directly to the Board of Education on the School District's Medicaid Compliance Program activities;
- c) Training and education of all affected School District employees and other persons associated with the School District's Medicaid Compliance Program, including, but not limited to, members of the District's Board of Education. Such training shall occur periodically and shall be made a part of any required training or orientation for new employees, Board members, volunteers and/or others on dealing with the School District's Medicaid Compliance Program;

**SUBJECT: MEDICAID COMPLIANCE PROGRAM POLICY (Cont'd.)**

- d) Communication lines and processes directed to the School District's designated employee who will be responsible for the day-to-day operation of the Medicaid Compliance Program. Such communication lines and processes shall be accessible to all School District employees, Board members, volunteers and others associated with the School District's Medicaid Compliance Program. The communication lines and processes are designed to allow employees to report compliance issues, including the anonymous and confidential good faith reporting of any practice or procedure related to Medicaid reimbursement of school or preschool supportive health services, that an employee believes is inappropriate;
- e) Disciplinary procedures that encourage good faith and fair dealing in the School District's Medicaid Compliance Program by all affected individuals. Such disciplinary procedures shall include procedures that articulate expectations for reporting and assisting with the resolution of compliance issues and also provide sanctions for the failure to report suspected problems and participating (either actively or passively) in non-compliant behavior;
- f) A system for the routine identification of Medicaid compliance risk areas in the School District's Medicaid Compliance Program. Self-evaluation of such risk areas may be accomplished by, but not necessarily limited to, internal audits and external audits, as appropriate;
- g) A system for responding to, investigating, correcting and reporting compliance issues as they are raised, including the development of procedures and systems to reduce the potential for recurrence, identifying and reporting compliance issues to the OMIG and refunding overpayments; and
- h) A policy of non-intimidation and non-retaliation against any person for the good faith participation in any aspect of the administration of the School District's Medicaid Compliance Program including, but not limited to, the reporting of potential issues, assisting as a witness with any investigation, evaluation, audit, remedial actions or reporting to appropriate officials as provided in Sections 740 and 741 of the New York State Labor Law.

**Retention of Medicaid Records**

On March 10, 2010, the State Education Department, Special Aids and Medicaid Unit, notified districts of a Settlement and Compliance Agreement between New York State and the federal agencies. This Agreement states that the January 2002 record retention directive is no longer in effect and districts may return to the normal retention policy.

The following records require a minimum six (6) year retention period from the date services were paid:

(Continued)

**SUBJECT: MEDICAID COMPLIANCE PROGRAM POLICY (Cont'd.)**

- a) All documents relating in any manner to Medicaid reimbursement for services;
- b) All documents relating in any manner to referrals, prescriptions or orders for these services;
- c) All documents relating in any manner to the provision of these services including, but not limited to, the following:
  1. The dates that services were provided;
  2. The identification and qualifications of the professional who provided the services or under whose direction the services were provided;
  3. Progress and other notes, memoranda, correspondence, reports and other documents relating to services rendered; and
- d) All Individualized Education Programs (IEPs) for Medicaid-eligible students.

Questions related to the School Supportive Health Services Program (SSHSP) or the Preschool Supportive Health Services Program (PSHSP) retention policy should be directed to the STAC, Special Aids and Medicaid Unit within the New York State Education Department.

Social Services Law Section 363-d  
18 NYCRR Part 521

NOTE: Refer also to Policies #5570 -- Financial Accountability  
#5571 -- Allegations of Fraud  
#5572 -- Audit Committee  
#5573 -- Internal Audit Function  
#6110 -- Code of Ethics for Board Members and All District  
Personnel  
*District Medicaid Compliance Program*

Adoption Date



**SUBJECT: INSURANCE**

The objective of the Board of Education is to obtain the best possible insurance at the lowest possible cost, and to seek advice from an Insurance Appraisal Service to determine that adequate coverage is being provided regarding fire, boiler, general liability, bus and student accident insurance.

The Board shall carry insurance to protect the District's real and personal property against loss or damage. This property shall include school buildings, the contents of such buildings, school grounds and vehicles.

The Board may also purchase liability insurance to pay damages assessed against Board members and District employees acting in the discharge of their respective duties, within the scope of their employment and/or under the direction of the Board.

All insurance policies, along with an inventory of the contents of the building, should be kept in a fireproof depository or with the appropriate insurance agent for safekeeping and referral purposes. The Superintendent shall review the District's insurance program annually and make recommendations to the Board if more suitable coverage is required.

Education Law Sections 1709(8), 1709(26), 1709(34-b), 2503(10), 2503(10-a), 2503(10-b), 3023, 3028  
and 3811

General Municipal Law Sections 6-n and 52

Public Officers Law Section 18

Adoption Date

**SUBJECT: INVENTORIES AND ACCOUNTING OF FIXED ASSETS**

The Superintendent or his/her designee shall be responsible for maintaining a continuous and accurate inventory of equipment owned by the District in accordance with "The Uniform System of Accounts for School Districts."

All supplies and equipment purchased and received by the School District shall be checked, logged, and stored through an established procedure.

The School Business Official shall be responsible for accounting for general fixed assets according to the procedures outlined by the Uniform System of Accounts for School Districts and GASB Statement 34 Regulations.

These accounts will serve to:

- a) Maintain a physical inventory of assets;
- b) Establish accountability;
- c) Determine replacement costs; and
- d) Provide appropriate insurance coverage.

Fixed assets with a minimum value established by the Board that have a useful life of one (1) year or more and physical characteristics not appreciably affected by use or consumption shall be inventoried and recorded on an annual basis. Fixed assets shall include land, buildings, equipment and materials.

The Board shall establish a dollar threshold as a basis for considering which fixed assets are to be depreciated. Such threshold shall ensure that at least eighty percent (80%) of the value of all assets is reported. However, it is recommended that such threshold shall not be greater than five thousand dollars (\$5,000). A standardized depreciation method and averaging convention shall also be established for depreciation calculations.

Fixed assets acquired having a value equal to or greater than the established threshold are considered depreciable assets and shall be inventoried for the purposes of GASB 34 accounting practices and placed on a depreciation schedule according to its asset class and estimated useful life as stipulated by the New York State Comptroller's Office or the Internal Revenue Service (IRS).

Assets shall be recorded at initial cost or, if not available, at estimated initial cost; gifts of fixed assets shall be recorded at estimated fair value at the time of the gift. A property record will be maintained for each asset and will contain, where possible, the following information:

(Continued)

**SUBJECT: INVENTORIES AND ACCOUNTING OF FIXED ASSETS (Cont'd.)**

- a) Date of acquisition;
- b) Description;
- c) Cost or value;
- d) Location;
- e) Asset type;
- f) Estimated useful life;
- g) Replacement cost;
- h) Current value;
- i) Salvage value;
- j) Date and method of disposition; and
- k) Responsible official.

The School Business Official shall arrange for the annual inventory and appraisal of School District property, equipment and materials. Any discrepancies between an inventory and the District's property records on file should be traced and explained.

**Equipment Acquired Under a Federal Government Grant**

The School District shall comply with the U.S. Department of Education regulations governing the use, management requirements and disposition of any and all equipment acquired through a federal government grant. These federal Education Department General Administrative Regulations (collectively known or referred to as EDGAR) comprise parts 74 through 99 of Title 34 of the Code of Federal Regulations (CFR).

**Equipment Purchased with Extraclassroom Funds**

Title to all equipment acquired with extraclassroom activity funds shall reside with the District and be carried as an insurable asset on its list of insurable values. Such equipment shall be tagged as District property but is available for exclusive use by the extraclassroom activity club acquiring the item.

34 CFR 80.32

SED Finance Pamphlet #2 The Safeguarding, Accounting, and Auditing of Extraclassroom Activity Funds 2008  
Uniform System of Accounts for School Districts (Fiscal Section)  
Adoption Date

6c

2013

7212

1 of 5

Students

**SUBJECT: RESPONSE TO INTERVENTION (RTI) PROCESS**

**Overview**

The Cortland Enlarged City School District Response to Intervention (RtI) Plan is developed to meet the requirements of Section 117.3 of the Regulations of the Commissioner of Education to ensure student progress toward meeting state standards. RtI is the practice of providing high quality, research supported instruction and interventions that are matched to student needs. Learning rates over time and levels of performance are used to make important educational decisions about individual students and the instruction they receive (NASDSE, 2006). RtI represents a systematic, research driven educational approach to work towards closing achievement gaps for all students, including students at risk, students with disabilities, and English Language Learners, by providing early intervention and preventing smaller learning problems from becoming insurmountable gaps. It has also been shown to provide information to support accurate identification of students over time. It also informs decisions regarding appropriate interventions for students with varying levels of need. Educators make important decisions on a daily basis regarding students' educational programs, such as determining the need for changes in the nature of a child's current instruction or intervention program or the need for additional support through other support systems. The decision as to whether a student needs an intervention change or additional support must be based on extensive and accurate information that is supported by multiple sources of data. Intervention services are aimed at helping students meet or exceed the New York State Learning Standards in English Language Arts and mathematics, as measured by New York State Assessments. RtI services are available to students with disabilities on the same basis as non-disabled students.

Cortland Enlarged City School District's RtI Plan is designed to help students achieve the learning standards in English Language Arts (ELA) and mathematics in grades K-8. Appropriate instruction in reading means explicit and systematic instruction in phonemic awareness, phonics, vocabulary development, oral reading fluency and reading comprehension strategies [8NYCRR 100.2(ii) and 200.4(c)(2)(i)]. Appropriate instruction in mathematics means explicit and systematic instruction in early numeracy, math computation, math concepts, and math problem solving and application. For high-quality early literacy instruction, the core reading program will minimally be scheduled for an **uninterrupted 90 minute literacy instructional period** in grades K-6. In grades 7-8, ELA is scheduled for an **uninterrupted 40 minutes daily**. It is noted that Cortland Enlarged City School District Response to Intervention (RtI) Plan is developing and will continue to be built upon over time.

**RtI Assessment Plan**

All students in grades K-8 will be given a universal screening which is an assessment procedure characterized by brief, efficient, repeatable testing of age-appropriate academic skills (i.e. identifying letters of the alphabet or reading a grade level passage).

Valid and reliable universal screenings are conducted three times per year for the purposes of identifying students who are struggling to meet academic benchmarks and for closer monitoring of their progress. Literacy skills assessed may include Letter Naming Fluency (LNF), Letter Sound Fluency (LSF), Phoneme Segmentation Fluency (PSF), Nonsense Word Fluency (NWF), Reading – Curriculum Based Measures (R-CBM), and MAZE (Comprehension Measure). Math skills may

(Continued)

Students

**SUBJECT: RESPONSE TO INTERVENTION (RTI) PROCESS (Cont'd.)**

include Oral Counting (OCM), Number Identification (NIM), Quantity Discrimination (QDM), Missing Number (MNM), Mathematics Computation (M-COMP), and Mathematics Concepts and Applications (M-CAP). Having these screening measures in place will ensure compliance with Section 117.3 of the Regulations of the Commissioner of Education, which requires that students with low screening scores be monitored periodically through screenings and on-going assessments of the students' reading and mathematics abilities and skills. CECSO's assessment system uses multiple measures to determine areas of academic need in order to guide appropriate academic interventions.

Screening results will be used to identify students who are in need of additional and/or more intensive interventions. Students will be progress monitored to ensure that they are making progress with the intervention that they are receiving, and that the intervention is necessary to meet the student's needs. Typically, schools that employ a progress monitoring model will also differentiate instruction for those students identified as at-risk during core instruction while additional progress monitoring data are obtained (Jenkins, J. & Johnson, E., 2008). We have developed progress monitoring rules (Appendix A). Each building Data Team will support these rules by frequently referring to them while meeting on a student.

Our school district's process to determine if a student responds to scientific, research-based instruction shall include the following: (a) instruction matched to student need with increasingly intensive levels of targeted intervention within the classroom setting and, (b) intervention for students who do not make satisfactory progress in their levels of performance and/or in their rate of learning to meet age or grade level standards. We have a variety of research based intervention materials that are academically appropriate for students receiving Tier 1, Tier 2, or Tier 3 intervention services (Appendix D).

**RtI Tiered System**

The RtI model is a multi-tiered approach to providing supports and interventions to students at increasing levels of intensity based on progress monitoring and data analysis. These interventions start in the classroom and are part of the everyday curriculum. Each student's rate of progress over time is used to make important educational decisions. Intervention fidelity is critical to the integrity of an RtI model. Intervention fidelity refers to delivering instruction the way it is designed to be delivered. These interventions should be carefully chosen and based on each student's needs. If a student is not making expected progress after participating in an intervention that is carefully chosen and implemented with fidelity, the intervention may be customized by adding research-based practices and must be approved by the school's Data Team or Curriculum Specialist. Although the instruction and interventions encompassing the RtI model may involve many different levels of intensity and individualization, they are usually considered to fall within the following three broad, fluid tiers:

**Tier 1- Core Instruction**

This primary tier involves all students. Cortland Enlarged City School District's Tier 1 K-6 model generally includes a 90 minute uninterrupted literacy block with supplemental practice and classroom-based instruction with interventions provided to students in need of additional help. Currently, the 7-8

(Continued)

Students

**SUBJECT: RESPONSE TO INTERVENTION (RTI) PROCESS (Cont'd.)**

model includes a 40 minute ELA lesson every day using classroom-based instruction and supplemental practice. ~~Teachers may vary instructional routines or groupings to accommodate the~~ needs of students who are not meeting grade level expectations. Students who are struggling to meet grade level benchmarks while receiving Tier 1 support may be progress monitored weekly or biweekly as determined by the classroom teacher and Data Team in order to further assess their response to classroom instruction and to guide further decision making.

**Tier 2- Strategic Interventions**

In Tier 2, more intensive forms of strategic interventions are provided for those students who have not made adequate progress within the Tier 1 curriculum. These interventions are typically discussed within the building Data Team and grade level teams. Interventions are designed to be implemented regularly and are intended to be short term. However, the duration of intervention will vary based on student response. There is no specific time limitation for a student to be in Tier 2. Students may remain in their assigned intervention group as long as data indicates a strong rate of progress and need for continued practice.

Tier 2 intervention will typically be small groups of supplemental instruction. These supplemental instructional interventions will be provided in addition to Tier 1 instruction. Tier 2 interventions will focus on the areas of student need that are identified in the universal screening and discussed by the teacher and Data Team. Students will be grouped according to instructional level and need. Tier 2 interventions must be supported by research, and will vary by curriculum focus, group size, frequency, and duration. Individual student needs affect the determination of these variables. Selection criteria will be monitored by the district Data Team. Students who respond to Tier 2 supplementary instruction may move back to Tier 1 if no other instructional goals are needed. Students who do not respond to Tier 2 supplementary instruction may move to Tier 3 for more intensive intervention. Please see the Progress Monitoring rules section for further information on the process (Appendix A-1).

**Tier 3- Intensive Interventions**

This level is characterized by intensive intervention that is increased in frequency, intensity, or duration based on targeted assessment results. Tier 3 interventions are supplemental to Tier 1 instruction. Students receiving this level of instruction will be progress monitored at least once a week. If the student makes progress, the student can move back to Tier 2. If the student does not make progress with a specifically chosen, research based and intensive intervention at this level, the Data Team and grade level team should carefully assess the student's needs to determine different interventions (Appendix A-2).

**Parent Notification**

In accordance with Section 100.2 (ii) of the Regulations of the Commissioner of Education, when a student requires intervention services beyond what is provided to all students and begins receiving Tier 2 intervention services, parents must be notified in writing (Appendix E). Parents will receive

(Continued)

Students

**SUBJECT: RESPONSE TO INTERVENTION (RTI) PROCESS (Cont'd.)**

quarterly data-based documentation of student progress. This is consistent with section 200.4 (j) of the Regulations of the Commissioner of Education.

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**Professional Development**

Effective implementation of a data-based decision making process like RtI requires specific sets of skills and knowledge that are central to the different roles and responsibilities of teachers and other school personnel involved in the process. This requires high-quality professional development for all instructional staff in the implementation of RtI, knowledge of specific research-based interventions that can be used in implementing RtI, as well as knowledge in how to interpret gathered data. Professional development formats include but are not limited to: multi-day trainings, short workshops during professional development days, information presented at faculty meetings, professional book clubs, and discussion at monthly department meetings.

In addition to district leaders, highly knowledgeable outside consultants may be utilized to provide on-going, high-quality professional development in specific technical and/or procedural aspects of RtI. This may include training and support with universal screening and progress monitoring software.

Data Team members have a broad understanding of interventions and are skilled in data analysis, problem solving, and decision making in support of improving instructional programs for students referred to the team.

**Data Driven Instruction**

District and building level Data Teams will receive selection criteria and specific tier information immediately following fall, winter, and spring universal screenings. This information will be utilized to determine appropriate instruction and intervention. The purpose of progress monitoring is to organize and conduct frequent, direct, and continuous measurement of students' skill improvement. These skills are assessed using research-based general outcome measures which are very sensitive to student growth over a relatively short period of time. Please see Appendix A for the Progress Monitoring Rules, Appendix B for the Intervention Planning Checklist (individual students), and Appendix C for the Grade Level Progress Monitoring Data-Based Decision Form (class planning form).

**Conclusion**

It is important for all stakeholders to remember that Response to Intervention is an instructional concept/framework as opposed to an additional instructional method. Data analysis and parent communication are driving factors for the successful implementation of the RtI plan. Proper and appropriate selection and the fidelity of implementation of interventions (considering the frequency, duration, and intensity) are critical components of the RtI process. CECSD's RtI policy is a multi-faceted approach that will, over time, increase the provision of early intervention opportunities and increase student academic success



008 7/16/13  
**RECEIVED**

AUG 21 2013

SUPERINTENDENT'S OFFICE

**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

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**To:** Michael Hoose, Superintendent of Schools  
**From:** Susan Bridenbecker, Director of Business Services  
**Date:** August 21, 2013  
**RE:** Harvey Kaufman Scholarship: The Perry & Nancy Browning Charitable Foundation

We have received notification from the Perry & Nancy Browning Charitable Foundation that they wish to contribute \$200 for the purpose of student scholarship. They have requested that these funds be paid out in accordance with the Harvey Kaufman Scholarship.

I recommend that the Board of Education accept this scholarship.



6e



# CORTLAND ENLARGED CITY SCHOOL DISTRICT

1 Valley View Drive  
Cortland, New York 13045

Susan Bridenbecker  
Director of Business Services  
sbridenbecker@cortlandschools.org

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

**To:** Michael Hoose, Superintendent of Schools  
**From:** Susan Bridenbecker, Director of Business Services  
**Date:** August 22, 2013  
**RE:** Tax Roll Correction: 2011/2012 and 2012/2013

We have received notification from the law firm of Phillips Lytle LLP. that the assessed value of the below listed parcels were reduced for the 2011/2012 and 2012/2013 school year via Judgment and Order. As a result, the Board of Education is asked to correct the tax role.

The district will send out a corrected bill and a check for the difference between the paid and the amount due to Phillips Lytle LLP. for the benefit of (FBO) Rhodian Heights Condominium.

This tax roll correction has resulted in a reimbursement to the tax payer of \$5,285.32 for the 2011/2012 school year and \$5,131.66 for the 2012/2013 school year.

<b>Tax Account Number</b>	<b>FROM: Assessed Value</b>	<b>TO: Modified Assessed Value</b>
127.00-09-10.000-2	90,000.00	66,000.00
127.00-09-10.000-3	123,700.00	90,700.00
127.00-09-10.000-4	85,000.00	62,700.00
127.00-09-10.000-5	101,200.00	74,200.00
127.00-09-10.000-6	85,000.00	62,700.00
127.00-09-10.000-7	101,200.00	74,200.00
127.00-09-10.000-8	85,000.00	62,700.00
127.00-09-10.000-9	101,200.00	74,200.00
127.00-09-10.000-10	85,000.00	62,700.00
127.00-09-10.000-11	101,200.00	74,200.00
127.00-09-10.000-12	90,000.00	66,000.00
127.00-09-10.000-13	123,700.00	90,700.00
	<b>\$ 1,172,200.00</b>	<b>\$ 861,000.00</b>

Cc: J Brown, Tax Collector



**CORTLAND ENLARGED CITY SCHOOL DISTRICT**  
**1 Valley View Drive**  
**Cortland, New York 13045**

**Susan Bridenbecker**  
**Director of Business Services**  
**sbridenbecker@cortlandschools.org**

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

**To:** Michael Hoose, Superintendent of Schools  
**From:** Susan Bridenbecker, Director of Business Services  
**Date:** September 5, 2013  
**RE:** Tax Roll Correction: 2013/2014

We have received an application for a correction to the tax roll for Parcel # 86.63-01-14.0000

The property owners, Ms. J Hanna and Ms. S. Madison applied for the Enhanced Star on June 17, 2012. The exemption was approved for the City of Cortland 2012 Assessment Roll. The Enhanced Star should have been applied to the 2013/14 Cortland School Tax bill. As a result, the Board of Education is asked to correct the tax role.

Upon correction of the tax role, the district will send out a corrected bill. This tax roll correction will reduce result in a reduction to the tax bill of \$180.54.

79-c

# SCHEDULE OF RESIGNATIONS AND LEAVES

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

Schedule Number: 11.18  
Board Meeting Date: September 10, 2013  
Color: White

## A. Approval of Personnel Resignations and Leaves

### INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	RESIGNATION DATE	REASON
Eichorn, Emily	Social Studies	09/01/2013	08/23/2013	Resignation.
Bacher, Kristin	.5 FTE English	09/01/2013	08/31/2013	To accept the 1.0 FTE English position.
Bridenbecker, Susan	Director of Business Services	09/10/2012	09/30/2013	Resignation.

### NON-INSTRUCTIONAL PERSONNEL:

RESIGNATION	POSITION	ORIGINAL APPOINTMENT	EFFECTIVE DATE	REASON
Aarne, Christina	Teacher Aide	09/05/2006	08/19/2013	Resignation.
Ballard, Brian	Teacher Aide/School Monitor	12/22/2010	08/18/2013	Resignation.
Coe, Jerry	Bus Driver	02/29/2012	09/10/2013	Resignation.

### INSTRUCTIONAL/NON-INSTRUCTIONAL PERSONNEL:

LEAVE OF ABSENCE	POSITION	ORIGINAL APPOINTMENT	LEAVE DATES	REASON
Khrushch, Vera	Cleaner	09/01/2008	09/01/2013- until further notice.	Medical Leave.

## SCHEDULE OF APPOINTMENTS

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

Schedule Number: **1095**  
 Board Meeting Date: **September 10, 2013**  
 Color: **White**

NAME	JOB TITLE	SERVICE AREA	EFFECTIVE DATE	APPOINTMENT TYPE	REMARKS	SALARY/ HOURLY RATE
Capiello, Dianne	Keyboard Specialist	Barry/Randall	08/26/2013	Probationary	Dianne will fill the Keyboard Specialist vacancy retroactive to 08/26/2013.	\$11.60
Clark, Michael	Cleaner	Smith	09/25/2013	Probationary	Michael will fill the Cleaner vacancy due to retirement.	\$10.00
Breed, Lorie	Cook	Parker	09/03/2013	Probationary	Lorie will fill the Cook vacancy due to retirement.	\$11.00
Oliver, Stephanie	Personnel Health Care Aide	Barry	09/01/2013	N/A	Teacher Aide to Personal Health Care Aide Title Change.	\$11.36
Bond, Iva	Personnel Health Care Aide	Parker	09/01/2013	N/A	Teacher Aide to Personal Health Care Aide Title Change.	\$11.41
Hill, Loretta	School Monitor	Transportation	09/11/2013	Probationary	Loretta will fill the School Monitor vacancy due to resignation.	\$9.60

## SCHEDULE OF APPOINTMENTS

### Non-Instructional Substitute Personnel

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

Schedule Number: **1096**  
Board Meeting Date: **September 10, 2013**  
Color: **White**

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

Last Name	First Name	Title	Rate
Alteri Jr	Peter	Bus Driver	\$14.58
Anderson	Tammy	LPN	\$16.50
Aylesworth	Renee	Nurse	\$16.50
Beattie	Carol	Keyboard Specialist	\$10.70
Brown	Jean	Teacher Aide	\$9.05
Burroughs	Heidi	Teacher Aide	\$8.55
Dorn	Carolyn	Switchboard Operator	\$8.95
Eaton	Donald	Cleaner	\$9.60
Eves	Patricia	Keyboard Specialist	\$10.30
Harvey	Jack	Bus Driver	\$15.52
Hollenbeck	Sharon	Teacher Aide	\$10.35
Hollenbeck	Sharon	Teaching Assistant	\$79.00/day
Jones	Christine	Library Aide	\$8.55
Jones	Susan	Nurse	\$16.50
Kane*	James	Bus Driver	\$13.70
Kowalewski	Stephen	Bus Driver	\$15.93
Lowie	Joan	Teacher Aide	\$8.55
Lowie	Joan	Teaching Assistant	\$79.00/day
Lumley	James	Bus Driver	\$16.09
Marshall, Jr.	Louis	Bus Driver	\$15.64
Nelson	Tricia	Teaching Assistant	\$79.00/day
Neuman	Annette	Nurse	\$16.50
Pearsall	Kathleen	Keyboard Specialist	\$12.05
Pearsall	Kathleen	Teacher Aide	\$11.76
Pearsall	Kathleen	Teaching Assistant	\$79.00/day
Perkins	James	Cleaner	\$9.00
Petrie	Peggie	Keyboard Specialist	\$11.60
Petrie	Peggie	Teaching Assistant	\$74.00/day
Phelps	Jill	Food Service Helper	\$8.85
Poli	Beverly	Teacher Aide	\$9.25
Poli	Beverly	Teaching Assistant	\$79.00/day
Richmond	Kimberly	Teacher Aide	\$10.25
Richmond	Kimberly	Teaching Assistant	\$79.00/day
Ruane	Constance	Keyboard Specialist	\$10.60
Ruane	Constance	Teacher Aide	\$9.15
Ruane	Constance	Teaching Assistant	\$87.00/day
Ruane	Thomas	Telephone Operator	\$9.45
Ruane	Thomas	Teacher Aide	\$9.05
Ruane	Thomas	Teaching Assistant	\$69.00/day
Sills	Dorothy	Teacher Aide	\$8.55
Sills	Dorothy	Teaching Assistant	\$87.00/day
Simon	Lauralee	Clerk	\$50.00
West	Eilene	Food Service Helper	\$8.75

Retroactive to 07/01/2013

\* Appointment effective 09/11/2013

# SCHEDULE OF APPOINTMENTS

## ADMINISTRATORS AND INSTRUCTIONAL STAFF

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

Schedule Number: 2256

Board Meeting Date: September 10, 2013

Color: White

NAME	POSITION/ LOCATION	TYPE OF APPT	DATE EFFECTIVE	PROB ENDS	TENURE AREA	CERT/DEGREE	REMARKS	SALARY
Chambers, Mark	Mathematics/JSHS	Probationary	09/01/2013	08/31/2016	Mathematics	Mathematics 7-12/ Professional	Mark will fill the Mathematics vacancy due to resignation.	Step C1 \$40,462 Grad Hrs 30 \$1,200 Master's \$500  TOTAL \$42,162.00
Maxfield, Lora	Elementary/Parker	Probationary	09/01/2013	08/31/2016	Elementary	Early Childhood Education (B-2)/ Initial - pending.	Lora will fill the new Elementary position pending issuance of certification.	Step A1 \$39,005 Grad Hrs Master's  TOTAL \$39,005.00
Corbett, Kristen	Social Studies/JSHS	Probationary	09/01/2013	08/31/2016	Social Studies	Social Studies 7-12/Initial Time Extension	Kristen will fill the Social Studies vacancy due to resignation.	Step A1 \$39,005 Grad Hrs 36 \$1,440 Master's \$500  TOTAL \$40,945.00
Snyder, Chea	Speech/ JSHS-Randall	Probationary	09/09/2013	09/08/2016	Education of Speech & Hearing Handicapped Children	Speech and Language Disabilities/Initial	Chea will fill the Speech vacancy due to resignation.	Step A1 \$39,005 Grad Hrs 56 \$2,240 Master's \$500  TOTAL \$41,745.00
Bacher, Kristin	English/JSHS	Probationary	09/01/2013	08/31/2016	English	Adolescence Education 7-12 & English Initial	Kristin will fill the English Teacher position due to resignation.	Step A1 \$39,005 Grad Hrs 18 \$720 Master's  TOTAL \$39,725.00
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 110 \$4,400 Master's \$500 CAS \$500  TOTAL \$45,127.00
Pomeroy, Penny	Guidance/JSHS	Probationary	09/01/2013	08/31/2015	School Counseling & Guidance	School Counselor/ Permanent	Penny will fill the Guidance vacancy due to retirement.	Step RI \$53,270 Grad Hrs 60 \$2,400 Master's \$400  TOTAL \$56,070.00

\*Revisions in italics

# SCHEDULE OF APPOINTMENTS

## ELEMENTARY & SECONDARY SUBSTITUTE TEACHERS/TUTORS 2013-14

Schedule Number: 2257

Board Meeting Date: September 10, 2013

Color: Yellow

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

Name	Title	List	Daily Rate
Balfour, Elizabeth	Substitute Teacher	A	\$97.00
Burns, Kara	Substitute Teacher	A	\$92.00
Busch, John	Substitute Teacher	A	\$92.00
Chapman, Robert	Substitute Teacher	A	\$87.00
DaCosta, Melissa	Substitute Teacher	A	\$87.00
Dean, Arlene	Substitute Teacher	A	\$97.00
DeMuth, Peggy	Substitute Teacher	A	\$92.00
Dovi, Ellen	Substitute Teacher	A	\$87.00
Elliot, Jessica	Substitute Teacher	A	\$97.00
Ernenwein, Daniel	Substitute Teacher	A	\$92.00
Ferro, Allesandra	Substitute Teacher	A	\$87.00
Francis, Marci	Substitute Teacher	A	\$87.00
Galante, Valerie	Substitute Teacher	A	\$87.00
Galutz, Brandon	Substitute Teacher	A	\$87.00
Gobson, Acacia	Substitute Teacher	A	\$87.00
Gnirs-Busch, Beatrice	Substitute Teacher	A	\$87.00
Hall, Celestine	Substitute Teacher	A	\$87.00
Harris, Rebecca	Substitute Teacher	A	\$87.00
Harris, Valerie	Substitute Teacher	A	\$87.00
Howard, Cassandra	Substitute Teacher	B	\$82.00
Kulikowsky, William	Substitute Teacher	A	\$97.00
Lansdowne, Bobbie	Substitute Teacher	A	\$97.00
Logan, Charles	Substitute Teacher	A	\$87.00
Mantella, Dominick	Substitute Teacher	B	\$77.00
Martins, LeeAnn	Substitute Teacher	B	\$82.00
Miller, Sherry	Substitute Teacher	A	\$97.00
Nelson, Tricia	Substitute Teacher	B	\$87.00
Oaks, Monica	Substitute Teacher	A	\$87.00
Paul, Parveen	Substitute Teacher	B	\$82.00
Predestin, Ferrah	Substitute Teacher	B	\$87.00
Roiger, Patricia	Substitute Teacher	A	\$87.00
Ruane, Constance	Substitute Teacher	B	\$87.00
Sawchuk, Jessica	Substitute Teacher	A	\$87.00
Snowberger, Kathy	Substitute Teacher	A	\$92.00
Spallone, John	Substitute Teacher	A	\$97.00
Stevens, Nancy	Substitute Teacher	B	\$77.00
Stoddard, Judy	Substitute Teacher	A	\$97.00
Stoker, Celeste	Substitute Teacher	A	\$87.00
Sutherland, Andrea	Substitute Teacher	A	\$87.00
Tucci Tirzah-Jo	Substitute Teacher	A	\$87.00
Tupper, Barbara	Substitute Teacher	A	\$92.00
Van der Veur, Shirley	Substitute Teacher	A	\$87.00
VanLoan, Elizabeth	Substitute Teacher	A	\$87.00
Vidulich, Robert	Substitute Teacher	A	\$87.00
Wilcox, Carlen	Substitute Teacher	A	\$87.00

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

**SCHEDULE OF APPOINTMENTS**  
**ADMINISTRATORS AND INSTRUCTIONAL STAFF**  
**To Fix Salaries and Schedule Conditions for the School Year 2013-14**

Schedule Number: **2258**

Board Meeting Date: **September 10, 2013**

Color: **White**

NAME	POSITION	BUILDING	EXTRA DAYS	ADDITIONAL SALARY
Ellis, Jeannette	School Psychologist	JSHS	5	\$993.20



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

Schedule Number: **2259**  
Board Meeting Date: **September 10, 2013**  
Color: **Green**

TITLE	APPOINTMENT	YR	AMOUNT	
Communications Club	Bill Lee	16	\$	<i>2,363.00</i>

\*Revised amount in italics

7d

**CORTLAND ENLARGED CITY SCHOOL DISTRICT**

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

**Kaufman Center  
Phone: 607-758-4100  
Fax: 607-758-4028**

**Judi Riley  
Assistant Superintendent  
for Pupil and Personnel Services**

**To:** Michael Hoose, Superintendent of Schools  
Members of the Board of Education

**From:** Judi Riley, Assistant Superintendent for Pupil and Personnel Services

**Date:** September 3, 2013

**RE:** Substitute Nurse Rates for 2013-2014

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The RN and LPN sub rates approved by the Board of Education were incorrectly increased by \$2.00/hr following the practice of increasing TA & Teacher sub rates by \$2.00/day. The error is the RN & LPN rates are hourly vs. per diem.

Below represents a historical look at rate increases for RNs & LPNs:

2005 – 2006	\$14.50
2006 – 2007	\$14.75
2007 – 2008	\$15.00
2008 – 2009	\$15.00
2009 – 2010	\$15.50
2010 – 2011	\$15.50
2011 – 2012	\$15.50
2012 – 2013	\$16.25
2013 – 2014	<b>\$18.25</b>
<b>Proposed Revision</b> 2013 – 2014	<b>\$16.50</b>

Please consider the attached revised rates for substitute RNs & LPNs for 2013 – 2014 retroactive to September 1, 2013.

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

**EFFECTIVE 9/1/13**

**Loyalty Incentive**

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<u>Base Year Days</u>	<u>Current Year Rate</u>
0 - 25 days	\$16.50
26 - 60 days	+.50
61+ days	+.75

**Long Term Subs (Continuous days without interruption)**

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

**Scheduled Substitute Service for Physicals**

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

cc: Cabinet

7e

**CORTLAND CITY SCHOOL DISTRICT**

**Amendment to Employment Agreement**

Board of Education Regular Meeting: September 10, 2013  
Agenda item: 7. Personnel Item: e. Contract Amendments

1. It is hereby agreed by and between the Board of Education of the Cortland City School District located in Cortland County in the State of New York (hereinafter called the Board) and Judi B. Riley (hereinafter called the Assistant Superintendent) that the said Board, in accordance with its action as found in the minutes of the meeting held on the 10<sup>th</sup> day of September 2013, does hereby amend its employment agreement with the Assistant Superintendent as follows:

**WITNESSETH**

2. That the salary for the Assistant Superintendent for Pupil and Personnel Services for the 2013-14 school year shall be \$124,645.00.

Dated this 10<sup>th</sup> day of September 2013.

\_\_\_\_\_  
Assistant Superintendent

\_\_\_\_\_  
President, Board of Education