

**Homer Central School District  
PO Box 500  
Homer, New York 13077-0500**

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**Michael J. Falls  
Director of Business and Finance**

**MEMORANDUM**

**To: BOE/Kelli Yacavone, District Clerk**  
**From: Michael J. Falls, Director of Business and Finance**  
**Re: Homer Cortland Transportation Agreement**  
**Date: September 10, 2013**

Please find attached the Homer Cortland Transportation Agreement for the 2013-14 school year for your approval. I would be happy to answer questions that you may have concerning these documents.

## **Agreement For Sharing Director of Transportation**

This Agreement is entered into as of July 1, 2013, by and between the Homer Central School District, Homer, New York ("Homer CSD") and the Cortland Enlarged City School District, Cortland, New York ("CCSD"). The two school districts are sometimes referred to in this Agreement individually or collectively as "participating district(s)" or the "parties," as applicable.

### **Recitals**

Section 1981 of the Education Law authorizes school districts to enter into agreements for sharing the services of any employee with district-wide administrative or supervisory responsibilities.

The parties wish to share the services of Director of Transportation, which is a position with district-wide supervisory responsibilities.

Article 5-G of the General Municipal Law authorizes school districts to enter into municipal cooperation agreements to provide for the performance of their functions, powers or duties on a cooperative, joint or contract basis.

The parties wish to enter into an Agreement to provide transportation supervisory functions in a shared manner.

In consideration thereof and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **1. Shared Personnel**

The parties hereby agree to share on a 50/50 basis the services of Director of Transportation in accordance with Section 1981 of the Education Law.

#### **2. Authority and Duties**

The Director of Transportation shall, in general, have and exercise all functions and authority of a Director of Transportation as prescribed by any applicable rules, policies and practices of each of the participating school districts respectively, and as listed on the job description attached as Exhibit "A".

#### **3. Employing District/Employment Decisions**

(a) Because the Director of Transportation is a position with Conditions for Employment including benefits, the Director of Transportation shall be considered to be employed by Homer CSD; provided, however, that any

decisions regarding probationary appointment and compensation package of the Director of Transportation shall be made with the consent of a majority of the boards of education of each participating district. Decisions regarding termination or discipline of the Director of Transportation shall be made by Homer CSD in consultation with CCSD or any other participating district as may become a party to this or any successor Agreement. Services rendered by the Director of Transportation under this Agreement to any participating district shall be deemed to have been rendered in the Homer CSD for all applicable purposes under the Education Law, including, but not limited to: accumulation of vacation and sick leave; seniority; and discipline. Any review or evaluation of the quality and/or competency of the Director of Transportation's professional performance shall be conducted and rendered by Homer CSD, with appropriate input provided by CCSD.

b) In the event the principal employing district abolishes the position of Director of Transportation and creates a new position for the performance of similar duties, the new position shall be deemed similar if more than 40% of the functions in the new position were performed by the Director of Transportation in the shared position.

(c) In the event that a participating district other than Homer CSD decides to discontinue the services of the Director of Transportation pursuant to the terms of this Agreement, the Director of Transportation shall retain his seniority rights at Homer CSD only. In the event of the termination of all cooperative agreements with respect to this position, the Director of Transportation will become the Director of Transportation for Homer CSD exclusively, with such salary, benefits, and terms and conditions of employment as are set by the Board of Education of Homer CSD for that position.

#### **4. Participating District Policies**

Nothing in this Agreement shall limit, in any way, the right of the participating districts to promulgate educational or administrative policies pertaining to their respective districts pursuant to law, rule or regulation.

#### **5. Transportation Services**

The parties hereby agree that the services to the participating districts will be provided on an ongoing basis from both participating sites. Due to the nature of the duties of the Director of Transportation position, each party understands and stipulates that services are generally capable of being rendered to it from the other participating district's site.. It is anticipated by the parties that under ordinary circumstances the Director of Transportation will be on the site of each participating district approximately 2.5 days per week, notwithstanding travel time between the participating districts, generally reflecting physical presence in the same ratio as the performance of his or her services to the participating districts. However, the parties stipulate and understand that the Director of Transportation may, within his or her own good judgment and within any particular time period, reallocate his or

her working time at the site of each participating district as specific circumstances demand, without compromising the performance of his or her duties to the other participating district.

#### **6. Time Away From Work**

All decisions regarding approval or denial or requests for time off, shall be made by Homer CSD after appropriate consultation between the participating districts.

#### **7. Term and Termination**

The term of this agreement is for one year from July 1, 2013 through June 30, 2014, at which time it will terminate unless renewed or extended by the parties in writing. Any party may terminate its participation in this agreement by written notice delivered to the Superintendent of Schools of the other participating district(or, should this Agreement be extended to other participating districts, to the Superintendent of Schools of each participating district) before January 1 of any school year, to be effective on June 30<sup>th</sup> of that same school year.

#### **8. Cost Sharing**

The participating districts agree to share equally all costs associated with maintaining the position of the Director of Transportation, including but not limited to: the salary, benefits and expenses of the Director of Transportation, and all other allocable expenses as may be agreed by the parties from time to time. The 50/50 ratio of cost-sharing between the participating districts with respect to the position of Director of Transportation shall be reflected by any requisite reporting by each district to the New York State Retirement System and/or any other agency or entity to which such or similar reporting of employment is required by law. Homer CSD will annually prepare a budget on or before January 31<sup>st</sup> of each school year for the successive school year, for the review and approval of the participating districts. The cost as determined in the approved budget shall be allocated to each participating district in a 50/50 share. Payment by CCSD of its share of the aforementioned costs to Homer CSD shall be made monthly during the school year by the first day of each month in which services are rendered, without the necessity of an invoice or demand. Such payments shall commence for each school year in the month of July. Late payments will carry an interest of 3% charge, payable in the same month.

#### **9. Indemnification and Insurance**

The parties agree that the Homer CSD will be protected, defended, indemnified and held harmless by CCSD or any other participating district involved in this or any successor Agreement, from any and all claims, suits or demands of any nature arising out of this Agreement, except those arising out of the negligence of Homer CSD, its agents servants or employees brought by or on behalf of students or person in a parental relationship to students of that participating district. The parties further agree to maintain, at minimum, a policy or policies of

commercial liability coverage, including contractual liability coverage, naming the Homer CSD as an additional insured, in a minimum amount of \$1,000,000 from such insurance companies as are deemed reasonably acceptable by Homer CSD. The Parties further agree that this agreement creates a special employment relationship for purposes of the Worker's Compensation law between the Director of Transportation and CCSD for the term of this agreement.

**10. Salary**

From July 1, 2013 to June 30, 2014, the Director of Transportation will be paid the following:

Contractual Salary:	\$87,779.00
Stipend for Work with other Districts:	\$7,500.00
Total:	\$95,279.00

**11. Miscellaneous**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. It may be amended only in writing, agreed to and signed by all of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be approved by each party's Board of Education in accordance with the requirements of law applicable to such party. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Cortland County, New York, shall be the venue of any action or proceeding arising from or related to this Agreement.

Paragraph headings have been provided for convenience of reference only and shall not control, affect the meaning or be used in the interpretation of any provisions of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**Homer CSD**

**Cortland CSD**

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**President of the Board of Education**

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**President of the Board of Education**

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**Date**

\_\_\_\_\_  
**Date**