

Greenville Central School District  
Board of Education  
Minutes  
Business Meeting  
Monday  
July 11, 2011

Following 7:00 p.m. Organizational Meeting

MS/HS Library Media Center

**I. Call to Order**

A meeting of the Board of Education was held on Monday, July 11, 2011 in the MS/HS Library Media Center. Mr. Wilton Bear, Jr., President, called the meeting to order at 7:32 p.m.

A. Members present: Wilton Bear, Jr.  
Ann Holstein  
Gregory Lampman  
Anne Mitchell  
Rosanne Stapleton  
Lawrence Tompkins

Member absent: Jason Reinhard

Others present: Cheryl A. Dudley, Superintendent  
Jacqueline O'Halloran, District Clerk  
Donna Accuosti, Director of Human Resources  
Michael Laster, High School Principal  
Peter Mahan, Elementary School Principal  
Brian Reeve, Middle School Principal  
Karen Schrader, Supervisor of Transportation  
Robert Schrader, Supervisor of Buildings and Grounds  
Tammy J. Sutherland, Assistant Superintendent for Business  
Linda Wistar, Director of Pupil Personnel Services

There were approximately four (4) visitors to the meeting.

**II. Approval of Agenda**

Anne Mitchell moved, seconded by Lawrence Tompkins and carried unanimously to approve the Agenda for the Business Meeting of July 11, 2011

**III. Accolades**

Congratulations were extended to Linda Wistar, Director of Pupil Personnel Services. The Capital Area School Development Association (CASDA) hosted its Annual Awards dinner on April 13 honoring current administrators and future educators with awards. Linda Wistar was the recipient of the CDAWA's Special Education Award.

Congratulations were also extended to our Transportation Supervisor, Karen Schrader and mechanics Kenneth Scarlata, Desmond Ballard and Harold Gauthier. The NYS Department of Transportation, Office of Modal Safety & Security, advised we have met their goal of having at least 90% of our vehicles pass NYSDOT's semi-annual bus safety inspections during the State Fiscal Year 2010-2011. Our total inspection passing rate was 97.7%. The GCSB is one of 1,808 carriers that have an OOS (Out-of-Service) Rate of less than 10% and by this measure places our maintenance program among the best.

#### IV. Open Forum

District resident, Richard Ferriolo, addressed the Board of Education regarding funding for improvements on the Potter Hollow Schoolhouse.

#### V. Action Items: A – F:

Ann Holstein moved, seconded by Anne Mitchell and carried unanimously to approve items (A), (B) and (C):

##### A. Accept Minutes of the Business Meeting of June 13 and June 27, 2011

##### B. Accept Reports for the month ending June 30, 2011: (FY2012-1)

1. Investment Report
2. Appropriation Report for Student Activities
3. Transfer of Funds for the month ending June 30, 2011

##### C. Accept Special Student Services Recommendations

##### 1. Committee on Special Education

- a. May 3 and 17, 2011
- b. June 7, 2011

Gregory Lampman moved, seconded by Rosanne Stapleton and carried unanimously to approve (D):

##### D. Approve Personnel Agenda

**BE IT RESOLVED that upon the recommendation of Superintendent of Schools, Cheryl**

**A. Dudley, that the Board of Education of the Greenville Central School District approve the following:**

##### 1. Unclassified

##### a. Resignation

- |                |   |
|----------------|---|
| 1. Name:       | Denise Mickelsen-Jones  |
| Position:      | Special Education   |
| Tenure Area:   | Education of Children with Handicapping<br>Conditions~General Special Education |
| Certification: | Special Education, Permanent  |
| Effective:     | June 30, 2011   |
| Category:      | Retirement  |

##### b. Substitutes

- |            |  |
|------------|--|
| 1. Name:   | Substitutes per list for 2011-2012<br><b>(FY2012-2)</b>            |
| Positions: | Administrator, Substitute Teacher,<br>Teaching Assistant, per diem |
| Effective: | July 1, 2011 to June 30, 2012                                      |
| Status:    | Cleared for employment   |

##### 2. Classified

##### a. Substitutes

- |            |  |
|------------|--|
| 1. Name:   | Substitutes per lists for 2011-2012  |
| Positions: | Registered Nurse, Licensed Practical<br>Nurse, Clerical, Food Service, Cleaner,<br>Aide/Monitor, Bus Driver<br><b>(FY2012-3)</b> |
| Effective: | July 1, 2011 to June 30, 2012  |
| Status:    | Cleared for employment   |

##### b. Transportation Summer 2011

- |                 |                      |
|-----------------|----------------------|
| 1. Name:        | Mary Brill           |
| Position:       | Aide/Monitor         |
| Classification: | GCCS Non-competitive |

Effective: July 5, 2011 to September 2, 2011  
Salary: Per hour according to employee's contractual rate of pay (\$13.52)  
Status: Cleared for employment  
(This appointment is based on need as required on the student[s] IEP.)

Status: All conditional appointments are subject to receipt of a statement from each individual regarding criminal charges and are contingent upon receipt of criminal background clearance from the Commissioner of Education.

#### **E. Business Management**

Lawrence Tompkins moved, seconded by Rosanne Stapleton and carried unanimously to approve items (1), (2) and (3):

**1. Award Custodial Supply bid to: (FY2012-4)**

**Chemsearch  
E. A. Morse/Dagwell  
EDCO Sales  
HD Supply Facilities Maintenance  
Hill & Markes  
Hillyard, Inc.  
L. J. C. Distributors  
Trumpler-Clancy, Inc**

*(Bids for Custodial Supplies 2011-2012 were opened in the District Office at 11:00a.m. on June 20, 2011. Packets were sent to thirty-eight [38] prospective bidders with eleven [11] responses. It is recommended to award bids according to specifications on an "item by item" basis. All bids are on file in the District Office.)*

**2. Award Refuse Removal bid to Waste Management of New York, LLC for \$173.10 per pickup for refuse removal and \$24.60 per pickup for single stream recycling (FY2012-5)**

*(Bids for refuse removal 2011-2012 were opened in the District Office at 10:00a.m. on Friday, July 1, 2011. Bid packets were mailed to nine [9] prospective bidders and two [2] were received. After review by legal counsel, it was determined that the County Waste bid did not conform to the bid specs as it did not include two separate per diem rates, one for base and one for single stream recycling.)*

**3. Be it RESOLVED that the Board of Education authorizes and directs the transfer of \$5,000.00 from the 2010-2011 general fund to the Retirement Contribution Reserve Fund effective immediately.**

#### **F. School Management**

Lawrence Tompkins moved, seconded by Anne Mitchell and carried unanimously to approve items (1) and (2):

**1. Approve contract between the Greenville Central School District and the Berne-Knox-Westerlo Central School District for \$2,111.48 for 2010-2011 (F2012-6)**

*(This contract proves health services for four [4] district resident students attending Helderberg Christian School at \$527.87 each.)*

**2. Approve Transportation Contract between the Greenville Central School District and the Cairo-Durham Central School District for Summer 2011**

*(This agreement is entered into between the Greenville Central School District, ("Greenville") with a principal place of business at Route 81, Greenville, New York 12083 and Cairo-Durham Central School District ("Cairo") with a principal place of business at P.O. Box 780, Cairo, New York 12413 concerning transportation for*

certain students of Cairo (the "Students") who attend certain programs outside both Greenville and Cairo.

1. *Transportation Services.* Greenville shall transport the students of Cairo from the morning pick-up point specified to the following programs, and from those programs to the afternoon drop-off point specified for the 2011 summer as specified below.
  - a. *Columbia-Greene Educational Center:* Cairo shall pay Greenville \$765.60 (\$63.80 daily rate x 12 days) for Cairo students transported to the Columbia-Greene Educational Center at 131 Union Turnpike, Hudson, N.Y. 12534. Greenville will transport the students of Cairo from a morning pick-up point at Cairo-Durham Elementary School to the program and from the program to an afternoon drop-off point at Cairo-Durham Elementary School.
  - b. *Center for Spectrum Services:* Cairo shall pay Greenville \$3,997.07 (\$137.83 daily rate x 29 days) for Cairo students transported to the Center for Spectrum Services at 70 Kukuk Lane, Kingston, N.Y. 12401. Cairo will provide and pay for an aide on this transportation. Greenville will transport the students of Cairo from a morning pick-up point at each student's home to the program and from the program to an afternoon drop-off point at each student's home.
  - c. *Rensselaer Academy and Rensselaer Educational Center::* Cairo shall pay Greenville \$5,329.04 (\$183.76 x 29 days) for Cairo students transported to the Rensselaer Academy and Rensselaer Educational Center at Van Rensselaer Drive, Rensselaer, N.Y. 12144 and 35 Colleen Road, Troy, N.Y. 12180, respectively. Greenville will transport the students of Cairo from a morning pick-up point at each student's home and from the program to an afternoon drop-off point at each student's home.
  - d. *Camp Wildwood:* Cairo shall pay Greenville \$4,317.52 (\$148.88 x 29 days) for Cairo students transported to the Camp Wildwood at 1212 Lesome Lane, Altamont, N.Y. 12009. Greenville will provide and pay for an aide on this transportation. Greenville will transport the students of Cairo from a morning pick-up point at each student's home and from the program to an afternoon drop-off point at each student's home.
2. *Payment:* Therefore, Cairo agrees to pay the sum total of \$14,409.23 to Greenville for the above-stated services. Payment shall be due and owing within 30 days after the date of invoice, but in any event no later than September 15, 2011, whichever comes first.
3. *Termination.* This agreement may be terminated by Greenville, in sum or in part, upon 14 days notice to Cairo, in the event that due to changes in attendance or enrollment:
  - a. Greenville discontinues its bus run to one of the programs; or
  - b. Such bus is filled to capacity with Greenville students.Further, Greenville may terminate this agreement with 48 hours notice to Cairo, in the event that a Cairo student violates the Greenville Code of Conduct or otherwise engages in inappropriate conduct while on the Greenville bus or on Greenville property. Greenville administrators shall also have the authority to suspend the student from Greenville bus transportation in accordance with its policies and the Education Law.
4. *Insurance, Defense and Indemnification.* Cairo shall provide to Greenville a certificate of insurance, attached hereto as Exhibit A. Cairo shall defend, indemnify and save harmless Greenville, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any negligent or intentional act or omission of Cairo, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses. Cairo shall further reimburse Greenville for any property damage to Greenville's property which may be caused by the actions of any Cairo student. Greenville shall defend, indemnify and save harmless Cairo, its officials, employees and agents, from and against all claims, damages, losses and expenses arising out of or in consequence of any

*negligent or intentional act or omission of Greenville, its officials, employees, volunteers or agents to the extent of its or their responsibility for such claims, damages, losses and expenses.*

- 5. Board Approval: This Agreement shall not become final and binding unless and until it is approved by the Boards of Education of Greenville and Cairo. By signing below, the Superintendent of Schools for each district represents that she has been authorized by her district's Board of Education to enter into this Agreement.*
- 6. Choice of Law and Forum: This Agreement shall be governed by the laws of the State of New York and any dispute arising out of or under this Agreement shall be resolved in an action or proceeding commenced in a court of competent jurisdiction in the County of Greene, State of New York.*
- 7. Entire Agreement: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.*
- 8. Modification: Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.)*

## **VI. Discussion**

### **A. Board Committee Reports**

- Quality Education Committee: Ann Holstein  
No report
  
- Greenville Educational Foundation: Ann Holstein  
The Committee continues to plan for Homecoming 2012 and updating their trustee membership.
  
- Technology Committee: Lawrence Tompkins  
No report
  
- Gifted & Talented Committee: Ann Holstein  
No report
  
- District Planning Committee: Wilton Bear, Jr.  
William Bardell of Luminant Design and the Greenville Beautification Committee proposed a walking trail in Greenville and the development of a GCSD brochure. Also discussed was a future tour date to visit Vassar College.
  
- Audit Committee: Lawrence Tompkins, Gregory Lampman, Wilton Bear, Jr.  
There was no report
  
- Budget Advisory Committee: Jason Reinhard  
No report
  
- Universal Pre-K Committee: Anne Mitchell  
Committee membership is being reconstructed as service providers will not be part of the governing board.

- Greene County School Boards: Gregory Lampman  
The GCSBA organization meeting will be Wednesday, July 12, 2011. Topics for shared services will be reviewed. It was suggested that all Greene County School Boards of Education meet and share ideas at a future date.  
*(Committee schedules vary as some do not meet every month. However, the committees are noted on the agenda each month to keep the Board informed.)*

**B. After School Day Care**

Superintendent Dudley shared with the Board the After School Day Care Program at Averill Park School District. More information will be shared with the Board at a later date.

**VII. Board Members' input for possible discussion at a later date**

**VIII. Closing Open Forum**

There were no comments

**IX. Executive Session**

At 8:17 p.m. Ann Holstein moved, seconded by Anne Mitchell and carried unanimously to adjourn to Executive Session to discuss the medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation. At 9:21 p.m. Gregory Lampman moved, seconded by Anne Mitchell and carried unanimously to return to open session.

**X. Adjournment**

At 9:22 p.m. Ann Holstein moved, seconded by Lawrence Tompkins and carried unanimously to adjourn the meeting.

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District Clerk

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President, Board of Education