

GENERAL BROWN CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Meeting
Minutes
October 6, 2014 - 5:15 p.m.
Brownville Glen Park Elementary School - Multi-Purpose Room #304

Regular Meeting

The meeting was called to order at 5:16 p.m. by President West followed by the Pledge of Allegiance.

Members Present: Jeffrey West, President; Daniel Dupee II, Vice President; Sandra Young Klindt; Brien Spooner; Jamie Lee; Cathy Pitkin and Michael Ward

Others Present: Cammy J. Morrison, Superintendent of Schools; Lisa Smith, Executive Director of Administrative Services; Gary Grimm, Transportation Supervisor/Operations Manager; Tina Heckman, High School Principal; Joseph O'Donnell, Junior High School Principal/Athletic Director; Hope Ann LoPresti; Brownville Glen Park Elementary Principal; David Ramie, Dexter Elementary Principal; Debra Bennett, District Clerk; Cindy Fusco, GBTA President; Members of the staff, student body and community

REGULAR MEETING

Audit Committee Meeting:

- Presentation of Independent (External) Audit Report - Laurie Podvin, CPA of Bowers & Company

5:29 p.m. - 5:50 p.m. - Tour of the Brownville Glen Park Elementary facility for Staff, Community and Board members. The meeting resumed immediately following the tour.

- Board Action – Approval of Independent Auditors' Report as presented by Laurie Podvin, CPA
Motion for approval by Daniel Dupee, seconded by Sandra Young Klindt, with motion approved 7-0.

Presentation: Recognition of Board of Education members in honor of New York State School Board Recognition Week. Mrs. Morrison thanked Board members for their service and presented lion statuettes and cards on behalf of the District.

CONSENT AGENDA

A motion for approval of the following items as listed under the CONSENT AGENDA is made by Sandra Klindt, and seconded by Michael Ward - Motion is approved 7-0.

1. Approval of Minutes:
 - September 8, 2014 - Regular Meeting
2. Approval of Buildings and Grounds requests:
 - Dexter Elementary gymnasium/cafe/tertia - YMCA Karate Club - Thursdays from 6 PM to 8 PM - September 18, 2014- June 25, 2015 for classes
 - JS High School field space - GB Boys' Youth Lacrosse - Sundays from 10 AM to Noon - September 19-December 1, 2014 for practice
 - Brownville Glen Park Elementary cafe/tertia/classroom - Child Evangelism Fellowship - Wednesdays from 3:45 PM to 5 PM - November 5-December 17, 2014 and February 25-April 29, 2015 - Good News Club meetings
 - Brownville Glen Park Elementary AIS classroom - Jillian Goodrich, Tutoring – 3:30 PM to 6 PM – September 17, 2014- June 26, 2015 for after school tutoring
 - Brownville Glen Park Elementary gymnasium - Mighty Lions PeeWee Wrestling Club – Mondays, Wednesdays and Thursdays from 6 PM to 8:15 PM - October 6, 2014-April 2, 2015 for wrestling practice
3. Conferences and Workshops:
 - Stephanie Doney - Effective Teaching Level I - JLBOCES - September 16-18 and October 15-16, 2014
 - James Blunden - Effective Teaching Level I - JLBOCES - September 16-18 and October 15-16, 2014
 - Jessica Bower - Effective Teaching Level I - JLBOCES - September 16-18 and October 15-16, 2014
 - Lindsay Hanson - Effective Teaching Level I - JLBOCES - September 16-18 and October 15-16, 2014
 - Lindsay Labiando - Effective Teaching Level I - JLBOCES - September 16-18 and October 15-16, 2014
 - Tasha Plante - Effective Teaching Level I - JLBOCES - September 16-18 and October 15-16, 2014
 - Erin Smith - Effective Teaching Level I - JLBOCES - September 16-18 and October 15-16, 2014
 - Mary Vodicka - Effective Teaching Level I - JLBOCES - September 16-18 and October 15-16, 2014
 - Tina Heckman - Leading Transformative Education Blended Learning with the Common Core - Saratoga Springs - September 22, 2014
 - Preston Moore - NYSSA Training - JLBOCES - September 22, 2014
 - Jennifer Augliano - Jefferson-Lewis Association for Counseling Development Meeting - Maggie's on the River, Watertown - September 26, 2014

- Bridget Grimm - Jefferson-Lewis Association for Counseling Development Meeting - Maggie's on the River, Watertown - September 26, 2014
 - Joseph O'Donnell - Frontier League AD Meeting - JLBOCES - October 1, 2014
 - James Nevers - Food Service Director's Meeting - Potsdam High School - October 3, 2014
 - Susan Menapace - Jefferson EDGE Day - Jefferson Community College - October 3, 2014
 - Amy O'Riley - Jefferson EDGE Day - Jefferson Community College - October 3, 2014
 - Kathaleen Beattie - NYS CDOS Commencement Credential Conference - Holiday Inn, Liverpool - October 7, 2014
 - Bridget Grimm - NYS CDOS Commencement Credential Conference - Holiday Inn, Liverpool - October 7, 2014
 - Joseph O'Donnell - Section III AD Meeting - Syracuse - October 9, 2014
 - Jennifer Augliano - SUNY Operation Inform - SUNY Oswego - October 10, 2014
 - Bridget Grimm - SUNY Operation Inform - SUNY Oswego - October 10, 2014
 - Lisa Smith - JLSBA Fall Dinner Meeting "Cost Saving Measures for School Districts" - Ryan's Lookout, Henderson - October 16, 2014
 - Sandra Young Klindt - JLSBA Fall Dinner Meeting "Cost Saving Measures for School Districts" with expenses - Ryan's Lookout, Henderson - October 16, 2014
 - Cynthia A. Fusco - NYSUT Conference - Lake Placid - October 17-19, 2014
 - Jannell Pickeral - BOCES Test Writing - JLBOCES - October 23-24, 2014
 - Melissa Ruscio - STANYS Conference - Riverside Convention Center, Rochester - November 2-4, 2014
4. Approval of Financial Reports: June / July / August
- Appropriation Report - All Funds
 - Revenue Report - All Funds
 - Treasurer's Cash Reports
 - Claims Auditor Monthly Reports
 - General Fund Warrant "A" and "A2"
 - Federal Fund Warrant "B" and "B2"
 - Food Service Warrant "C" and "C2"
 - Capital Fund Warrant "H"
 - Trust & Agency Warrant "T"
 - Extra-Curricular Activity Fund

REGULAR AGENDA

Other Discussion and Action

1. Public Comments - No requests
2. Ongoing Agenda Items:
 - Academic Update:
 - ❖ Grade 8 Math - Presentation by Mr. O'Donnell and Ms. Clough - postponed until December 8, 2014
 - Policy Review:
 - ❖ Board Discussion: Policy #5720 Bus Scheduling and Routing - Policy remains unchanged following discussion.
 - ❖ Board Discussion: **1st Reading** - Policy #8460 Field Trips - Policy will be presented for **2nd Reading** on November 3, 2014 with changes as discussed.
3. Board Information - Jefferson-Lewis School Boards Association Fall Dinner Meeting: "Cost Saving Measures for School Districts" - Ryan's Lookout, Henderson - October 16, 2014 - RSVP by October 9, 2014
4. Board Information - Strategic Action Plan Meeting follow-up

Mrs. Klindt was excused from the meeting at 6:15 p.m.
5. Board Discussion/Action - Chief Faculty Advisor - Approval of appointment of Joseph O'Donnell as Chief Faculty Advisor for Grades 7-8 and Tina Heckman as Chief Faculty Advisor for Grades 9-12
Motion for approval by Michael Ward, seconded by Brien Spooner, with motion approved 6-0.
6. Board Action - Approval of Telecommunications Upgrade Plan as follows:
WHEREAS, the General Brown Central School District Board of Education desires to enter into a 3 year contract with the Madison-Oneida BOCES in order for the Mohawk Regional Information Center to furnish certain services to the District pursuant to Education Law 1950(4)(jj), those services being Broadband Telecommunications as defined on the attached sheet(s).
NOW, THEREFORE, BE IT RESOLVED, that the General Brown Central School District Board of Education agrees to enter into a contract with the Madison-Oneida BOCES through the provision of said services to the District not to exceed \$1,050 (Dexter Elementary) and \$1,050 (Transportation Building) monthly plus any one time vendor installation costs, subject to the approval of the Commissioner of Education, for a period of 3 years, beginning January 1, 2015 and ending on or about December 31, 2017.

Motion for approval by Michael Ward, seconded by Daniel Dupee, with motion approved 6-0.

7. Board Action - Approval of Telecommunications Upgrade Plan as follows:
WHEREAS, the General Brown Central School District Board of Education desires to enter into a 3 year contract with the Madison-Oneida BOCES in order for the Mohawk Regional Information Center to furnish certain services to the District pursuant to Education Law 1950(4)(jj), those services being Broadband Telecommunications as defined on the attached sheet(s).
NOW, THEREFORE, BE IT RESOLVED, that the General Brown Central School District Board of Education agrees to enter into a contract with the Madison-Oneida BOCES through the provision of said services to the District not to exceed \$928.48 (Junior-Senior High School) and \$950.29 (Brownville Elementary) monthly plus any one time vendor installation costs, subject to the approval of the Commissioner of Education, for a period of 3 years, beginning January 1, 2015 and ending on or about December 31, 2017.
Motion for approval by Daniel Dupee, seconded by Michael Ward, with motion approved 6-0.
8. Board Action - Approval of Inter-Municipal Cooperation Agreement:
BE IT RESOLVED that the General Brown Central School District Board of Education desires to enter into an Inter-Municipal Cooperation Agreement for the Use of Classroom Space and Tuition for the EDGE Program for the term beginning July 1, 2014 and shall extend one year through and including June 30, 2015 as per attached:
Motion for approval by Jamie Lee, seconded by Brien Spooner, with motion approved 5-0 with Daniel Dupee abstaining.
9. Board Action - Approval of School Tax Collector Report with Changes to the Tax Roll
Motion for approval by Brien Spooner, seconded by Daniel Dupee, with motion approved 6-0.
10. Board Action - Approval of *Substitute Instructional and Non-Instructional Personnel-Item #10E*, as continued from the Organizational Meeting held July 1, 2014:
 - Substitute Teachers: Nathan SturdivantMotion for approval by Daniel Dupee, seconded by Brien Spooner, with motion approved 6-0.
11. Board Action - Approval for Danielle Jenner and Kayla McCabe to participate with the Alexandria Bay CSD Hockey Team for the 2014-2015 hockey season contingent upon the parents signing a liability statement releasing General Brown CSD from all liability, transportation and equipment costs and any other fees where applicable.
Motion for approval by Michael Ward, seconded by Daniel Dupee, with motion approved 6-0.
12. Board Action - Approval of Committee on Special Education Reports
Motion for approval by Brien Spooner, seconded by Jamie Lee, with motion approved 6-0.

ADMINISTRATIVE REPORTS - For information only

13. Operations Report
14. Jr.-Sr. High School Principal Reports
15. Elementary Principal Reports
16. Curriculum Coordinator Report
17. School Business Official Report
18. Superintendent Report

CORRESPONDENCE AND COMMUNICATIONS - For information only

19. Correspondence Log
20. Calendar of Events

ITEMS FOR NEXT MEETING Monday, November 3, 2014 - Dexter Elementary School

21. Policy 8460 2nd Reading / Presentation by TRANE

RECOMMENDATIONS AND ACTION

22. Personnel Changes as listed:
A motion for approval of the following **PERSONNEL CHANGES** with effective dates as listed under **RECOMMENDATIONS AND ACTION** is made by Michael Ward, and seconded by Jamie Lee.
Motion is approved 6-0.

(A) Retirements: None at this time

(B) Resignations: None at this time

(C) Appointments (including coaches):

Erica L. Bonham - Substitute Teacher - Non-certified \$75 per day - effective October 7, 2014

Mark Harrienger - Substitute Teacher - Certified \$85 per day - effective October 7, 2014

Douglas Medley - Substitute Teacher - Certified \$85 per day - effective October 7, 2014

Jennifer Hattery - Substitute Teacher - Non-certified \$65 per day - effective October 7, 2014

Dalon Crump - Substitute Bus Driver - \$14.06 per hour - effective October 7, 2014

Winter Coaches - PAID:

Brian Nortz - Varsity Basketball*

James Covey - JV Boys Basketball*

James Blunden - Modified Boys Basketball*

Janelle Ferris - Girls Varsity Basketball*

Lindsay Hanson - JV Girls Basketball*

Jessica Bower - Modified Girls Basketball*

Laurel Oliver - Varsity Volleyball*

Cathy Behling - Modified Volleyball*

Michael Hartle - Varsity Wrestling*

David Clough - Modified Boys Basketball**

Coaches have the following (as mandated by NYSED):

- Possesses Teaching Certificate and First Aid-CPR and Concussion / Fingerprint Clearance*
- Possesses Temporary Coaching License 2nd-4th Renewal and First Aid-CPR / Child Abuse, School Violence and Concussion / Fingerprint Clearance**

23. Upon the recommendation of the Superintendent of Schools – WHEREAS, the Jefferson-Lewis BOCES on behalf of General Brown Central School District has promptly submitted to SED two sets of the following prospective employees fingerprints for employment and the signed Consent Form, along with a request for conditional clearance. These employees have received FINAL CLEARANCE from SED:

- **Erica L. Bonham** - Substitute Teacher
- **Mark Harrienger** - Substitute Teacher
- **Douglas Medley** - Substitute Teacher
- **Jennifer Hattery** - Substitute Teacher
- **David Clough** - Coach

Motion for approval by Brien Spooner, seconded by Cathy Pitkin, with motion approved 6-0.

Executive Session:

A motion is requested to enter executive session for the discussion of a particular student issue.

Motion for approval by Jamie Lee, seconded by Cathy Pitkin, with motion approved 6-0. Time entered: 6:54 p.m.

Mrs. Klindt returned to the meeting at 7:35 p.m.

Return to Open Session:

A motion is requested to adjourn the executive session and reconvene the regular meeting.

Motion for approval by Daniel Dupee, seconded by Brien Spooner, with motion approved 7-0. Time adjourned: 7:36 p.m.

Motion for Adjournment:

There being no further business or discussion, a motion is requested adjourn the regular meeting.

Motion for approval by Jamie Lee, seconded by Brien Spooner, with motion approved 7-0. Time adjourned: 7:36 p.m.

Attachment(s)

Respectfully submitted:

Debra L. Bennett, District Clerk

- Supporting documents may be found in supplemental file dated October 6, 2014

Attachment:

INTER-MUNICIPAL COOPERATION AGREEMENT
FOR THE USE OF CLASSROOM SPACE AND TUITION FOR THE EDGE PROGRAM

The parties to this AGREEMENT are the Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services (“BOCES”), with its principal business address at 20104 State Route 3, Watertown, New York 13601, and the General Brown Central School District (“DISTRICT”), with its principal business address at 17643 Cemetery Road, Dexter, NY.

RECITALS

A. Education Law Section 1950(4)(e) provides that BOCES, as a duly constituted Board of Cooperative Educational Services, has the power and duty to employ personnel and to provide such facilities as necessary to carry out its program, upon the recommendation of the District Superintendent; and, BOCES, upon the recommendation of its District Superintendent, has employed personnel and provided such facilities to assist it in carrying out its program.

B. The DISTRICT is established as a union free/central/city school district under the New York State Education Law; Section **1709/1804/2503** and 2509 of the Education Law authorizes the board of education of a union free/central/city school district to employ personnel and to provide such facilities as necessary to carry out its program; and, the BOCES and the DISTRICT desires to provide and share facilities to assist it in carrying out its duties as permitted under the Education Law.

C. New York State General Municipal Law, Article 5-G authorizes BOCES and the DISTRICT through its sponsor each to enter into an inter-municipal cooperation agreement (“ICA”) to carry out any function or responsibility each has authority to undertake alone.

D. BOCES and the DISTRICT have undertaken a reasonable review of the cost of securing and sharing facilities and educational space and have determined that obtaining and sharing such facilities will afford the best value to each organization.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this AGREEMENT, and other good and valuable consideration, receipt of which is acknowledged by both parties, it is agreed as follows:

1. **TERM:**

The term of this AGREEMENT shall begin on July 1, 2014, and shall extend for one year through and including June 30, 2015.

2. **PROVISION OF CLASSROOM SPACE:**

A. The DISTRICT agrees that it will arrange for and provide classroom space, either directly in facilities owned and operated by the DISTRICT or indirectly in facilities under the control and operated by the District to be utilized in providing instruction through Jefferson Community College’s (“COLLEGE”) “Edge Course” (“EDGE”) program;

B. The Parties agree that “classrooms” as used in this agreement are classroom spaces provided for the BOCES’ use for the COLLEGE’s EDGE program, wherein such classrooms have sufficient telecommunications and distance learning technology for the transmission and receipt of concurrent enrollment credit bearing classes through the COLLEGE’s EDGE Program with the DISTRICT.

C. Within thirty (30) days of its signature on this agreement, the DISTRICT shall provide to the BOCES a brief written description of the classroom space(s) to be made available to the BOCES for EDGE program instruction pursuant to this agreement. Such description shall at a minimum include the building location of the classroom, the classroom name/number, an affirmation that the classroom has the required technology as described above, and the approximate student capacity. A copy of the required description shall be made a part of this agreement as Exhibit A.

3. **RENTAL REIMBURSEMENT AMOUNT:**

The PARTIES agree that the BOCES remittance on the DISTRICT’s behalf of all payments for tuition for the DISTRICT’s students who are enrolled in the COLLEGE’s EDGE program shall be in lieu of any BOCES payment of rental for the provided classroom spaces. The PARTIES agree that the BOCES payment of tuition to the COLLEGE for the DISTRICT’s students’ enrollment in the EDGE program shall be the only rental reimbursement amount owed to the DISTRICT and shall be exchanged for the DISTRICT’s provision of classroom space under paragraph 2 above.

4. **INVOICES:**

BOCES shall provide the DISTRICT with copies of its payments to the COLLEGE on behalf of the DISTRICT’s students enrolled in the EDGE program in lieu of rental payments for classroom space pursuant to this Agreement. The invoices shall include the number of students and the total amount paid by the BOCES to the COLLEGE.

5. **CONFLICT OF INTEREST:**

If circumstances arise that constitute a conflict of interest, as defined by the New York State Code of Professional Responsibility, between BOCES and the DISTRICT, or the COLLEGE and the DISTRICT or the BOCES, any two of whom have ICA's with the BOCES then, as to that matter, no jointly employed attorney by BOCES and DISTRICT as staff or in-house counsel shall represent either BOCES, the COLLEGE, and/or the DISTRICT(s).

6. **NON-ASSIGNMENT:**

This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.

7. **DISPUTE RESOLUTION:**

In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph eight (8) of this AGREEMENT.

8. **TERMINATIONS:**

Both PARTIES reserve the right to terminate this AGREEMENT upon providing sixty (60) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph seven (7) of this AGREEMENT. The DISTRICT hereby agrees that upon the effective date of any termination of this AGREEMENT by the DISTRICT, the DISTRICT shall be directly responsible for the payment of any and all tuition owed to the COLLEGE for the enrollment of DISTRICT students in the COLLEGE's EDGE program, to be pro-rated at an amount to be determined by the COLLEGE.

9. **NOTICES:**

Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given, when delivered personally or when received if properly deposited with the United States Postal Services, postage prepaid, certified or registered mail, return receipt requested, or with a nationally recognized overnight courier service to the address set forth below:

(a) **If to DISTRICT:**

Cammy J. Morrison, Superintendent of Schools
General Brown Central School District
POB 500 - 17643 Cemetery Road
Dexter, NY 13634

(b) **If to BOCES:**

Stephen J. Todd, District Superintendent
Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES
20104 State Route 3
Watertown, NY 13601

10. **HEADINGS:**

Headings of titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

11. **FULL AGREEMENT:**

This AGREEMENT constitutes the full agreement between the parties and is controlling over the subject matter discussed herein. Any other purported agreements, covenants, promises, etc., purported to exist between the parties but not included in this agreement are agreed by the Parties as being invalid, non-binding, and without any force or effect whatsoever. This Agreement may not be amended or modified by either party except by a written agreement signed by both parties and included as an attachment and/or extension hereto.

12. **CONFLICT WAIVER:**

The PARTIES understand that to the extent they have both been represented in this matter by the Jefferson-Lewis BOCES Office of Inter-Municipal Legal Services, that they have been advised explicitly to consult with independent legal

counsel over the terms and representations of this agreement. To the extent that no such consultation has taken place, each party has explicitly and without reservation agreed to knowingly waive their right to such consultation. Further, both PARTIES understand and specifically and unequivocally waive any conflict, both actual and potential, in Office of Inter-Municipal Legal Services' representation of both parties to this Agreement to the extent such representation has occurred. Each PARTY by their signature to this Agreement knowingly and voluntarily is waiving any such conflict with respect to this Agreement such that this Agreement, should any conflict arise over its interpretation now or in the future, shall be considered jointly drawn and executed by both PARTIES.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** on the 6th day of October, 2014.

SCHOOL DISTRICT SUPERINTENDENT

Date

CERTIFICATION BY SCHOOL DISTRICT BOARD CLERK

I, **Debra L. Bennett**, Clerk of the Board of Education for the General Brown Central School District, do certify that an AGREEMENT for certain staff attorney functions between the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES and the General Brown Central School District was duly approved by a majority vote of the voting strength of the Board of Education on **October 6, 2014**.

SIGNATURE OF SCHOOL DISTRICT BOARD CLERK

Date



BOCES District Superintendent

Date

CERTIFICATION BY BOCES BOARD CLERK

I, Patti LaClair, Clerk of the Board of Education for the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES do certify that an AGREEMENT for certain staff attorney functions between the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES and the General Brown Central School District was duly approved by a majority vote of the voting strength of the Board of Education on _____, 2014.

SIGNATURE OF BOCES BOARD CLERK

Date