

FABIUS-POMPEY CENTRAL SCHOOL DISTRICT
Fabius, New York 13063
TUESDAY, MARCH 24, 2009

MINUTES

AUDIT AND FINANCE COMMITTEE MEETING – 5:30 p.m.
BUS REFERENDUM INFORMATIONAL SESSION – 6:30 p.m.
BOARD OF EDUCATION MEETING – Immediately following

Middle School-High School Auditorium

PRESENT: Donald Neugebauer, President
Maryam Wasmund, Vice-President
Chip Engst, Member
Eric Exelby, Member
Mary George, Member
Vicki Lindabury, Member
John Repak, Member

ALSO PRESENT: Timothy Ryan, Superintendent of Schools
Peter Mahunik, Business Administrator
Andrea Nardozi, Elementary School Principal
Rob Hughes, Middle School-High School Principal
Chantal Bailey, Assistant Principal
Alma Hartnett, District Clerk
9 Community/Staff members/students

Call Meeting to Order: Mr. Neugebauer called the meeting to order at 6:45 p.m. and led the Pledge of Allegiance.

Comments from the Public: None

Approval of Agenda: A motion to approve the agenda as amended was made by Mr. Engst, seconded by Mrs. George, and approved unanimously 7-0.

ADD: V.E.4. – Consideration of approval of Volunteers for the 2008-09 school year - Action
III. B. – Consideration of Middle School Band trip to Darien Lake on June 6, 2009 – Action

- B. Middle School Band trip to Darien Lake on June 6, 2009. Mr. Hughes introduced Mrs. Miles, Band Teacher, and Band students, Clara Miller and Ashley Wolf. They will compete in a Music Fest at Darien Lake. With the fundraising they have done the cost is \$35 per student and they will be taking a motor coach bus.

Committee on Special Education: Accepted recommendations as presented.

Superintendent's Report

- A. Budget Informational Presentation: Budget Refinement - Mr. Ryan and Mr. Mahunik reviewed the proposed budget for 2009-2010.
- B. Building Reports: Ms. Nardozi and Mr. Hughes reported on various activities that took place in their buildings.
- C. Buildings and Grounds Update: Mr. Mahunik reviewed goals for the buildings and grounds.
- D. Consideration of the Agreement between the Fabius-Pompey, LaFayette, and Tully Central School Districts Regarding Shared Academic Programs - approve the Agreement between the Fabius-Pompey, LaFayette, and Tully Central School Districts regarding Shared Academic Programs as presented.

AGREEMENT BETWEEN THE FABIUS-POMPEY, LAFAYETTE AND TULLY CENTRAL SCHOOL DISTRICTS REGARDING SHARED ACADEMIC PROGRAMS

THIS AGREEMENT is entered into effective July 1, 2009 by and between the Board of Education of the Fabius-Pompey Central School District ("Fabius Pompey"), the Board of Education of the Lafayette Central School District ("LaFayette") and the Board of Education of the Tully Central School District ("Tully").

WHEREAS, Article 5-G of the General Municipal Law authorizes school districts to enter into agreements for the performance of their functions, powers and duties on a cooperative or joint basis; and

WHEREAS, Sections 1709, 1804 and other provisions of the Education Law authorize school districts to provide for the instruction of students and related matters; and

WHEREAS, the Boards of Education of Fabius-Pompey, Lafayette and Tully desire to cooperate in offering academic programs that will benefit students in both districts;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The participating districts have agreed to operate a joint service which involves the sharing of students and programs.
2. Each home school district will select for participation in these programs students who have an interest in one or more courses that are offered by the other district. Enrollment in such courses is subject to the approval of the district which offers the courses. These programs are limited to credit-bearing courses within the normal academic day, and any field trips or extra-curricular activity directly related to such program such as participation in the FFA for students in the Agriculture program, but shall not include interscholastic sports or other extracurricular activities unless both parties expressly agreed to expand the scope of this Agreement.
3. If scheduling of transportation and classes permits it, participating students may take additional courses at the other school, subject to the approval of both participating districts
4. The participating students will not be charged any tuition by the district that offers the courses.
5. Participating students shall at all times remain subject to any academic or other eligibility requirements established by their home school district. Participating students shall be responsible for following the rules of conduct of both districts. Decisions with respect to suspension shall be made or reviewed by the principal of the student's home school. Any review of the principal's decision shall be made in accordance with the policies and procedures of the student's home school district.
6. This Agreement shall not affect the employment status of individuals who provide services under this agreement as employees of Fabius-Pompey, LaFayette or Tully, as the case may be. Such persons shall be subject to terms and conditions of employment as set forth in the policies and procedures established by the employing district, and/or any applicable collective bargaining agreement to which the employing district is a party.
7. The Superintendents of Schools of the participating districts, or their designees, will be responsible for making arrangements for and coordinating transportation of the participating students to and from the school where instruction under this agreement takes place. The participating districts will endeavor to have the responsibility for transportation shared on a relatively equal basis. If it is necessary and appropriate, participating students may be transported to and from sites at which instruction under this program is provided on vehicles owned, operated or contracted by either or both of the participating districts.
8. Fabius-Pompey, LaFayette and Tully shall each be responsible for any records required for it to be in compliance with any state, local, or federal laws and regulations, and/or to apply to any agencies for aid and/or any necessary approval. The participating Districts shall cooperate with each other in this regard.
9. The home school district will determine how grades from courses taken by its students at the other district will be included on grade reports and in other records of the home school district. To facilitate this, the participating districts will share information with each other regarding the grading systems used by the districts and in the particular classes involved. The home school district will determine how grades from courses taken by its students at the other district will be included on grade reports and in other records of the home school district. To facilitate this, the participating districts will share information with each other regarding the grading systems used by the districts and in the particular classes involved.
10. Term.
 - a. The term of this Agreement shall take effect as of July 1, 2009 and terminate on June 30, 2010, unless otherwise terminated, renewed or extended as provided herein.
 - b. This Agreement may be terminated at any time by mutual agreement of the parties, in writing, in accordance with the terms of such agreement.
 - c. This Agreement shall automatically be renewed for up to four (4) one year periods, unless

either party gives written notice to the other party no later than ninety (90) days of its intention not to renew for the following school year.

- d. If this Agreement is renewed as provided above and is still in effect as of June 30, 2013, the parties shall review whether they desire to continue the Agreement, and if so, on what terms. If the parties decide to renew or extend the Agreement beyond June 30, 2013, such action shall require the approval, by majority vote, of the Boards of Education of Fabius-Pompey, LaFayette and Tully. Such Agreement shall require the review and affirmative approval by all Boards of Education at least once every five years.
11. Fabius-Pompey, LaFayette and Tully agree to indemnify, defend, and hold harmless each participating district, its officers, employees and agents, against all claims, costs, and liabilities incurred in connection with any injury or damage caused to any person or property arising out of the performance of this agreement by a participating district, except to the extent that such injury or damage is due to the negligence or other fault of a participating district, its officers, employees and agents.
12. Each party to this agreement shall be responsible for obtaining insurance coverage that is reasonably necessary to cover potential claims arising out of its performance of this agreement. Upon request, each party shall provide the other party with proof of such coverage.
13. This Agreement is made and executed pursuant to resolutions adopted by the Boards of Education of the Fabius-Pompey Central School District, LaFayette Central School District and the Tully Central School District.
14. This Agreement may not be modified orally, but only by a written agreement signed by both parties. Amendments to this Agreement require the approval, by majority vote, of the Boards of Education of both participating districts.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated: _____, 2009

Fabius-Pompey Central School District

By Timothy Ryan, Superintendent of Schools

Dated: _____, 2009

LaFayette Central School District

By Peter Tigh, Superintendent of Schools

Dated: _____, 2009

Tully Central School District

By Kraig Pritts, Superintendent of Schools

E. Personnel Matters

1. Consideration of approval of substitutes for the 2008-2009 school year - approve the following substitutes for the remainder of the 2008-2009 school year: Certified substitute teachers – Susan Hebert, Rhiannon McElroy; Substitute School Nurse – Teresa Heselden.
2. Consideration of approval of volunteer coaches for the 2008-2009 school year - Amy Hawksley – volunteer softball coach; Chris Smith – volunteer golf coach; Don Schmidt – volunteer modified softball coach; Josh Virgil, Warren Virgil, and Darrell June – volunteer baseball coaches.
3. Consideration of long-term substitute reading teacher - approve Kristin Lisi as a certified substitute teacher, effective March 23, 2009, at the certified substitute teacher rate of pay, and appoint her as long-term substitute reading teacher, effective March 25, 2009, at a salary on Step I-F plus Master's at the per diem rate of \$230.78.
4. Consideration of approval of Volunteers for the 2008-09 school year – Gary Dunham, Helen Dunham, and Angelika Gorham.

Business Administrator's Report: Mr. Mahunik reviewed the following reports.

A. Warrants

B. Treasurer's Reports

1. General Fund
2. Cafeteria Fund
3. Federal Fund
4. Capital Fund
5. Trust & Agency Fund

- 6. Debt Service Fund
- C. Comprehensive Budget Status Report
- D. Transfers
- E. Cash Flow
- F. Request for transportation to parochial school for the remainder of the 2008-2009 school year - approve the transportation request to Christian Brothers Academy for the remainder of the 2008-2009 school year.

Board President's Report

A. Board Member Items

Discussion regarding Facilities projects and pricing list needed.

Discussion took place on being updated on Technology for the future beyond the website.

Comments from the Public:

Commented on how well the budget was presented and wished they could attend more often.

They asked about class sizes in the Elementary School.

Thank the Board of Education and others for all their hard work.

Consent Agenda: A motion to approve the Consent Agenda as amended was made by Mr. Repak, seconded by Mrs. Wasmund, and unanimously approved 7-0.

Approval of the Middle School Band trip to Darien Lake on June 6, 2009

Approval of Minutes of the March 10, 2009, Board of Education meeting

Acceptance of Committee on Special Education student recommendations

Approval of Agreement between the Fabius-Pompey, LaFayette, and Tully Central School Districts

Regarding Shared Academic Programs

Approval of substitutes for the 2008-2009 school year

Approval of volunteer coaches for the 2008-2009 school year

Appointment of long-term substitute reading teacher

Approval of Volunteers for the 2008-09 school year

Acceptance of transfers

Approval of transportation request to parochial school for remainder of the 2008-2009 school year

Budget Workshop IV – Mr. Mahunik reviewed the following:

A. Revenues and Expenditures

B. Preliminary Levy and Rate

Executive Session: A motion to go into Executive Session to discuss personnel matters at 8:30 p.m. was made by Mrs. Lindabury, seconded by Mrs. George, and approved unanimously 7-0.

A motion to return to Open Session at 10:41 p.m. was made by Mrs. George, seconded by Mr. Repak, and approved unanimously 7-0.

Adjournment: A motion to adjourn the meeting at 10:41 p.m. was made by Mr. Engst, seconded by Mr. Neugebauer, and unanimously approved 7-0.

Submitted by,

Alma M. Hartnett
District Clerk

Board of Education Approved 4-7-09