

**ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT  
ELMIRA HEIGHTS, NEW YORK**

**Call to Order:** The Regular Meeting of the Board of Education was called to order at 7:00 p.m. on November 5, 2025, by President Joseph Sullivan followed by the pledge of allegiance.

**Members Present:** Christopher Callas, John Cole, Terry Day, Dominic Lucarelli, Joseph Sullivan, Mikki Yesesky (7:06)

**Member Absent:**

**Others Present:** Michael Gill, Martha Clark, Nicole Rosno, Alanna Davis, Rebecca Haralson, Jenna Baker, Lia Carrier, Lindsay Callas, Kelly Cooper

**APPROVAL OF AGENDA/MINUTES**

**Agenda -** A motion was made by Terry Day, seconded by Dominic Lucarelli and carried 5-0 to approve the agenda of the November 5, 2025 Board of Education Regular meeting.

**Minutes –** A motion was made by Christopher Callas, seconded John Cole, and carried 5-0 to approve the minutes of the following Board of Education Meetings: October 1, 2025 Board of Education Regular Meeting

**Order of Business**

A motion was made by Terry Day, seconded by John Cole, and carried 5-0 to suspend the regular order of business to accommodate guests, special discussion topics and presentations in an order of business as deemed appropriate.

**COMMENTS FROM THE PUBLIC AND STAFF**

Michael Gill - Superintendent ♦ A lot of progress happening at the new transportation facility site. ♦ Three phase adjustments for transportation. Needing some paperwork and reporting assistance, independent contractor to be reviewed later in the meeting. Next phase will be adding personnel needed. By summer hoping the organizational structure is set for the new facility. ♦ Federal shutdown day 37, not seeing impact on community yet. Food Bank program is still going strong with over 50 families participating. ♦ Budget season is coming up, projecting a deficit. ♦ Halloween parade last week, Football team in post season games. ♦ Mike will not be in attendance at graduation this year, son graduates the same night. ♦ Board Member Appreciation week in October, thank you cards from students given to members.

Nicole Rosno – Administrator Report ♦ Team went to Syracuse for MTSS/RTI Conference/Solution Tree, strengthen the academic work and take back some A-ha! Moments. Had the half day the next day where information was passed on to the rest of the staff. ♦ Community partnership -- had Catholic Charities Holiday Food Drive, winning classrooms won a pizza party. Heights 7-Eleven had coloring contest and gave away treat bags on Halloween, winning classroom received a lunch.

Martha Clark – Business Manager ♦ Almost budget time! Drafting the calendar, expecting changes with the transportation facility moving from Horseheads. ♦ BAN 3.7% interest rate on Capital. ♦ New bus delivery on November 13! ♦ ST3/Year end reports, still going back and forth with questions.

Jordan Elliott – Student Member ♦ Fall semester has gone in by in a blink. ♦ Advisory period will be instituted later this month. ♦ Student morale is noticeably more positive this year. ♦ Sports season have been very successful. Winter Track is coming for a second season. Drama auditions are coming up for CAMP ROCK. ♦ Cell phone use does not seem to be an issue; there is a phone announcement reminder every morning before the bell.

Public– Lindsay Callas recounted an incident that occurred during dismissal concerning a student walking home and her concerns. Proposed more communication between the school office and the YWCA Kids World after school program. The Superintendent will follow up with her later this week.

**PERSONNEL**

A motion was made by Christopher Callas, seconded by John Cole and carried 6-0 to approve the following recommended personnel items F-1 through F-5 including updates/corrections, and being further resolved that upon receipt of final clearance from the State Education Department, any conditional appointments shall be changed to regular appointments, reflecting the effective date of said Board meeting.

**F-1 Create/Elimination of Positions:**

- |                      |                               |         |                    |
|----------------------|-------------------------------|---------|--------------------|
| a. Create one (1)    | Building Maintenance Mechanic | .5 FTE  | effective 11/06/25 |
| b. Eliminate one (1) | Building Maintenance Mechanic | 1.0 FTE | effective 10/31/25 |
| c. Eliminate one (1) | Teaching Assistant            | 1.0 FTE | effective 11/06/25 |

**F-2 Resignations/Retirements/Terminations:**

NAME	POSITION	EFFECTIVE	notes
a. Eric Rice	Building Maintenance Mechanic	10/30/2025	
b. Nathan Kellogg-Chilson	Teacher Aide	11/07/2025	
c. Melissa Mager	Food Service Helper	10/20/2025	

**F-3 Instructional Leave of Absence:**

NAME	POSITION	EFFECTIVE	notes
a. Molly Nugent	Elementary Teacher	09/17/25-TBD	Partial paid

**F-4 Tenure/Permanent Status** – *successfully completed probationary period*

NAME	POSITION	EFFECTIVE DATE	notes
1. Stanley Arnold	Bus Driver	11/12/25	Permanent, probationary period complete

**F-5 Appointments:**

**a. Student Teacher**

NAME/UNIVERSITY	LOCATION/POSITION	SUPERVISING TEACHER	EFFECTIVE
1. Michael Middaugh/SUNY Cortland	COE/Physical Education Teacher	Christopher Eames	1/26/2026 - 3/20/2026

**b. Substitute(s) for the 2025-26 school year:**

1. *Substitute Teacher:* Tamara Scharborough
2. *Substitute Support:* Andrew Tucker, Melissa Mager

**c. Instructional Long-Term Substitute:**

NAME	POSITION	EFFECTIVE DATE	SALARY	notes
1. Carissa Fenner	Special Education Teacher	11/17/2025-6/26/26	\$47703.00 (step 1)	Cert. pending (December)

**d. Non-Instructional Civil Service Probationary:**

NAME	POSITION	PROBATIONARY BEGIN/END DATE	SALARY
1. Eric Rice	Bldg Maint. Mechanic (.5FTE)	11/10/25-11/09/26	\$26.73/hr (off Step)
2. Rebecca Rima	Food Service Helper	11/06/25-11/05/26	\$16.32/hr (Step 1)
3. Cali Holmes	Teacher Aide	11/12/25-11/11/26	\$16.32/hr (Step 1)

**e. Coaching:**

NAME	POSITION	LEVEL	YEAR	STIPEND
1. Chloe Bellis	JV Girl's Basketball	1	1	\$3339.21

**f. 25-26 Athletic Volunteers:**

NAME	POSITION:
1. Chris Morgan	Wrestling Volunteer
2. Symeon Fulwood	Basketball Volunteer
3. Bill Reilly	Basketball Volunteer
4. Ryan Stroman	Basketball Volunteer
5. Steve Weber	Wrestling Volunteer

**g. Extracurricular Advisors:**

NAME	POSITION	LEVEL	YEAR	STIPEND	notes
1. Aimee Ducot	TAE Yearbook Co-Photographer	1	1	\$1383.39	
2. Carissa Fenner	TAE Yearbook Co-Photographer	1	1	\$1383.39	
3. Amanda Perry	TAE Yearbook Co-Advisor	2	2	\$2098.93*	*revised amount
4. Aimee Ducot	TAE Yearbook Co-Advisor	1	1	\$2075.08	

**h. APEX Appointments:**

NAME	POSITION	SALARY
1. Arazely Sando	Activity Coordinator	\$25.00 hourly

**FINANCIAL**

**G-1 Reports - acknowledged**

A motion was made by Terry Day, seconded by Dominic Lucarelli, and carried 6-0 to acknowledge the following consent financial reports G1a thru G1f.

- Budget Status Report as of October 29, 2025
- Revenue Status Report as of October 29, 2025
- Budget Transfer Report as of October 29, 2025
- Treasurer's Reports as of:
  1. September 2025
  2. June, July, August 2025 (Revised)
- Claims Auditor Report for September 2025
- Extra Classroom Report for September 2025

**FACILITIES**

The updates below were reviewed by Superintendent Gill.

**H-1 Capital Project 2025 – Transportation Facility Update** – Concrete is poured, steel beams installed. Roof work at TAE is ahead of schedule, try to finish past the community room and save the rest for spring. Windows lead time has been an issue, so that work won't start until spring.

**H-2 Capital Outlay 2026 – TAE Classroom renovation** – Bids for project opened last week. Little more than we anticipated. Renovate science room to create a Family and Consumer Science room with multiple sinks and ovens. Plumbing may need to come in as change order for the current capitol project.

**NEW BUSINESS**

**J-1 MOA EHTA - Recognition of position title; Social Worker** – approved

A motion was made by Dominic Lucarelli, seconded by John Cole, and carried 6-0 to ratify the Memorandum of Agreement between the Elmira Heights Central School District and the Elmira Heights Teachers' Association (EHTA), to add and recognize the position title of Social Worker under EHTA collective bargaining agreement (CBA) and amend applicable articles of the CBA pursuant to the terms of the agreement.

**J-2 MOA EHTA - Long Term Substitute Social Worker**

A motion was made by Terry Day, seconded by Mikki Yesesky, and carried 6-0 to ratify the Memorandum of Agreement between the Elmira Heights Central School District and the Elmira Heights Teachers' Association (EHTA), to recognize the position of Long-Term Substitute Social Worker under EHTA collective bargaining agreement (CBA) and authorize the district to execute the terms and provisions of the agreement.

**J-3 Bid Award – Capital Outlay Project**

A motion was made by Christopher Callas, seconded by Terry Day, and carried 6-0 to award Elmira Structures as the successful contract bidder for the Elmira Heights Central School District's 2025-26 Capital Outlay Project #0001-025 not to exceed \$100,000 for classroom renovations and to authorize the Board President to sign and execute the contract after approval by the District's legal counsel.

**J-4 NYSEG Easement**

A motion was made by Dominic Lucarelli, seconded by Mikki Yesesky, and carried 6-0 to approve the resolution below for NYSEG Easement to install the electric facilities at 3059 Lake Rd (Transportation Facility location) and authorize the district to execute the terms and provisions of the agreement. Business Manager Martha Clark informed the Board that they would install 4 poles to connect to NYSEG at the site.

**RESOLUTION APPROVING EASEMENT FOR UTILITY PURPOSES**

WHEREAS, New York State Electric & Gas seeks a perpetual right-of-way and easement from the Elmira Heights Central School District, (the "District") to install, maintain, repair, and/or replace a pad mounted transformer to be located upon grantor's lands, together with free ingress and egress to the extent necessary to access the transformer, at Lenox Avenue located in the Town of Horseheads, County of Chemung, State of New York (the "Parcel") and to renew, replace, add to, or otherwise change the facilities within the easement area for the purpose of providing affiliated services;

WHEREAS, the District seeks to grant said easement; and

WHEREAS, the location does not interfere with the District's educational program, and the property subject to the easement is not required for School District purposes; and

WHEREAS The Board previously reviewed this proposed action pursuant to the State Environmental Quality Review Act as part of the approval process for the acquisition of land and construction of the facility, including, but not limited to, the provision of utilities to said facility,

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Elmira Central School District as follows:

1. The Board of Education determines that the conveyance of a perpetual right-of-way and easement on property located at Lenox Avenue, located in the Town of Horseheads, County of Chemung, State of New York to New York State Electric & Gas is an Unlisted Action under the regulations of the State Environmental Quality Review Act and designates itself as Lead Agency.
2. The Board approves the easement for utility purposes to New York State Electric & Gas for the area depicted in Exhibit "A" of the Grant of Easement.
3. The officers and employees of the District are authorized to take such steps necessary to complete the transfer and the recording of the easement.
4. This resolution shall take effect thirty days from its adoption unless a petition subscribed and acknowledged by at least ten percent of the qualified voters of the District requiring that the question of the Easement Grant be submitted to a vote of the qualified voters of the District is filed with the Clerk of the Board within such thirty days in accordance with the provisions of Education Law § 1804(6)(c)

**J-5 Independent Contractor Agreement – 19A Examiner/Driver Trainer**

A motion was made by John Cole, seconded by Mikki Yesesky, and carried 6-0 to approve the agreement with Stephanie Cleveland, independent contractor and the Elmira Heights Central School District for transportation audit and driver training services and authorize the district to execute the terms and provisions of the agreement.

**CONSENT**

A motion was made by Terry Day, seconded by John Cole, and carried 6-0 to approve the following consent agenda items K-1 through K-7.

**K-1 CSE Recommendations** – approved

The Board approved the student placement determinations from October 1, 7, 9, 10, 14, 21, 22, 24, November 3, 4, and 5, 2025, CSE/504 meeting(s) and the funds to support such recommendations., CSE/504 meeting(s) and the funds to support such recommendations.

**K-2 CPSE Recommendations – approved**

The Board approved the student placement determinations from the October 7, 10, and 21, 2025, CPSE meeting(s) and the funds to support such recommendations.

**K-3 CR Part 154 Plan - approved**

The Board approved the CR Part 154 plan as presented at the September 3, 2025 Board of Education meeting.

**K-4 Intermunicipal Agreement - approved**

The Board approved the below resolution approving the intermunicipal agreement between the BOCES and the Elmira Heights Central School District for transportation services for BOCES students in the Nursing CTE Program to and from campus and clinical sites.

**INTERMUNICIPAL AGREEMENT BETWEEN GST BOCES AND THE ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT**

This Intermunicipal Agreement ("Agreement") made this 26th day of September 2025 ("Effective Date"), by and between the Elmira Heights Central School District, a municipal corporation organized under the laws of New York State with offices at 2083 College Ave, Elmira Heights, NY 14903 (the "District") and Greater Southern Tier Board of Cooperative Educational Services, a municipal corporation organized under the laws of New York State with offices at 2475 Corning Road, Elmira, NY 14903 (the "BOCES") (hereinafter individually "Party", and together "Parties").

WHEREAS, the Parties are municipal corporations authorized to enter into intermunicipal agreements pursuant to Article 5-G of the New York State General Municipal Law to carry out any function or responsibility each has the authority to undertake alone; and

WHEREAS, the BOCES students participating in the Career and Technical Education Program require transportation to and from Bush campus, 459 Philo Rd., Elmira, NY 14903 ("BOCES' campus") and predesignated locations.

WHEREAS, the District is willing to transport the BOCES' students to and from the BOCES campus and the predesignated location(s) on the dates and times agreed upon in advance by the parties; and

WHEREAS, the respective governing board of each Party has authorized the execution of this Agreement; and

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, it is agreed by and between the parties as follows:

1. Term: This Agreement shall commence on the Effective Date and terminate on June 30, 2026. The Agreement may be extended annually or terminated at any time by mutual

written consent of the parties. Either party may terminate this agreement upon thirty (30) days' written notice to the other party.

2. Services: The District shall transport BOCES students attending the Career and

Technical Education Program to predesignated locations to and from the BOCES' campus and the location. The District shall pick up the students from the BOCES' campus and transport the students to the location. The District shall also transport the students from the location to the BOCES' campus. Transportation shall be provided on predetermined dates and predesignated locations that the Parties agree upon.

3. Payment: The District shall invoice BOCES monthly based on a rate of \$3.60 per

mile plus hourly rate and benefits depending on the driver. BOCES agrees to pay the District within 30 days of receipt of an invoice.

4. Indemnification: Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of

such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

5. Insurance: [To be completed by BOCES and District insurance reps]

6. Compliance with Law: Parties agree that they shall comply with all applicable federal, state, and local laws, including the Education Law, the Vehicle and Traffic Law, regulations of the Commissioner of Education and the Department of Transportation and all other applicable resolutions, ordinances, codes, rules, and regulations.

7. Routing: The District shall be responsible for bus routing. Routing shall be performed in a manner which is in the best interest of the shared service.

8. Prohibition Against Assignment: Neither party to this Agreement shall assign, transfer, convey, sublet, or otherwise dispose of its responsibilities and/or obligations under this Agreement, or its right, title, or interest in this Agreement, to any other person without the previous written consent of the other party.

9. Non-Waiver of Breach: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause of excuse for a repetition of such or any other breach.

10. Choice of Law and Venue: This Agreement is governed by the laws of the State of New York and any legal action filed concerning the enforcement or interpretation of this Agreement shall be brought in the state or federal courts, as applicable, located in Chemung County, New York.

11. Notice: Any notices by either party shall be in writing and hand-delivered to the offices set forth above or sent by registered or certified mail to the respective addresses set forth above or such other address as a party may designate by written notice in accordance with this provision. Notices shall be effective upon receipt. Facsimile or electronic mail shall not be considered effective delivery of notice.

12. Severability: If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall be valid and enforceable.

13. Entire Agreement: This Agreement is subject to approval of the Parties' governing bodies. The foregoing constitutes the entire Agreement and supersedes any and all prior proposals, negotiations, and agreements, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first written above.

**K-5 Interpreter Agreement (ASL) – approved**

The Board approved the agreement between the Elmira Heights Central School District and Heather Dubuque (Interpreter) for American Sign Language (ASL) Interpreter services effective November 6, 2025 through June 30, 2026.

**K-6 Dissolve Extra Class Club – approved**

The Board approved the following resolution to dissolve the 7<sup>th</sup> grade Class Extra-Curricular Activity Club:

**Resolution Dissolving the 7<sup>th</sup> Grade Class Extra-Curricular Account**

WHEREAS, the Extra-Curricular Activity Clubs of the Elmira Heights Central School District contains a club entitled “7<sup>th</sup> Grade Class” and, WHEREAS, there is no appointed 7<sup>th</sup> Grade Class Advisor, Officers or 7<sup>th</sup> Grade Class activities for 2025-26 and said account has been inactive for at least two years (inactive for seven years), and

WHEREAS, the 7<sup>th</sup> Grade Class funds are no longer needed,

NOW, THEREFORE, be it

RESOLVED, that the Board of Education of the Elmira Heights Central School District authorizes the 7<sup>th</sup> Grade Class funds be transferred to the Middle School Student Council.

**K-7 Disposition of M7 – approved**

The Board the disposition of the following fixed asset: 2007 Chevrolet Silverado Pickup Truck VIN# 1GCHK24U17E117122 No Value – undriveable

**DISCUSSION TOPICS**

**N-1 Board Vacancy** – After further discussion, the Board decided to leave the board seat vacant until the community can elect a board member at the annual meeting and budget vote in May 2026.

**NEXT MEETING**

Wednesday	November 19, 2025	Regular BOE Mtg (if needed)	TBD	Comm Rm
Wednesday	December 3, 2025	Regular BOE Meeting	7:00 pm	Comm Rm
Wednesday	December 17, 2025	Regular BOE Mtg (if needed)	7:00 pm	Comm Rm

**EXECUTIVE SESSION:**

At 7:47pm a motion was made by Dominic Lucarelli, seconded by Mikki Yesesky, and carried 6-0 to enter executive session discuss/review individual employment history and evaluations, transportation personnel, and executive session procedures.

**ADJOURN EXECUTIVE SESSION:**

At 9:21pm a motion was made by Mikki Yesesky, seconded by John Cole, and carried 6-0 to adjourn executive session.

**ADJOURNMENT** – At 9:23pm motion was made by Christopher Callas, seconded by Terry Day, and carried 6-0 to adjourn the meeting.

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Clerk