

# **SPECIAL CRANSTON SCHOOL COMMITTEE MEETING**

**JULY 30, 2012**

**HOPE HIGHLANDS ELEMENTARY SCHOOL**

**300 HOPE ROAD, CRANSTON, RI 02921**

**EXECUTIVE SESSION 6:00 P.M.**

**PUBLIC SESSION IMMEDIATELY FOLLOWING**

## **MINUTES**

**The meeting of the Cranston School Committee was held on the above date with the following members present: Chairperson Iannazzi, Mr. Lombardi, Mr. Traficante, Mrs. Ruggieri, Mrs. Culhane, Mrs. McFarland, and Mr. Bloom. Attorney Cascione was also present.**

**This meeting was called to order at 6 p.m. and convened to Executive Session pursuant to RI State Laws PL 42-46-5(a) (1) Personnel; (Discussion of Certified Administrator A's Settlement Agreement); (Discussion of Superintendent Search); PL 42-46-5(a)(2) Collective Bargaining and Litigation; (Contract Negotiations' Update – Secretaries), (Maintenance of Effort), (Cranston Area Career & Technical Center Building Transfer Contract), (Consideration of legal options regarding status of aid to education appropriation and legal advice relating to same).**

**Call to Order – Public Session was called to order at 7:07 p.m.**

**The roll was called; a quorum was present. No votes were taken in Executive Session. Additionally pursuant to the new open meetings act, Administrator A was noticed that they were going to be discussed in executive session.**

**Executive Session minutes sealed – July 30, 2012**

**A motion to seal these minutes was made by Mr. Lombardi and seconded by Mrs. Culhane. The roll was called; all were in favor.**

**Approve the minutes of July 11 and 16, 2012 meetings.**

**A motion to approve these minutes was made by Mr. Lombardi and seconded by Mrs. Culhane. The roll was called: all were in favor.**

**Public Acknowledgements/Communications**

**Chairperson Iannazzi announced Superintendent Emeritus Peter Nero.**

**Chairperson's Communications – none.**

**Superintendent's Communications**

**Dr. Lundsten stated – it is my pleasure to share with you tonight a brief summary of a letter that was addressed to me but was under the supervision of Mr. Nero. As many of you know Cranston Public Schools is very active in supporting the military and so we were put into a nomination for the Secretary of Defense Employer Support Freedom Award and we were actually selected as a finalist. There**

were 3,236 nominations which is a very strong competition for this particular initiative from our guards and reserves and we actually came into the final thirty. I just wanted to congratulate everybody and tell everyone what a nice job Cranston Public Schools' is doing to support our military, our national guards and our reserve folks.

**School Committee Member Communications – none.**

### **Public Hearing**

**a. Students (agenda/non-agenda matters) - none**

**b. Members of the Public (agenda matters only)**

**Peter Nero, Former Superintendent, Cranston Public Schools**

**Mr. Nero spoke in favor of Dr. Lundsten being appointed as Superintendent.**

**The proposed consent Calendar/Consent Agenda is as follows: Resolutions 12-7-22, 24 through 29, 12-7-30 w/addendum, and 12-7-31. Moved by Mr. Lombardi and seconded by Mrs. Ruggieri. The roll was called; all were in favor.**

**Acting Superintendent Lundsten stated – tonight it is wonderful to see so many people in the audience but I am particularly pleased that we have so many new teachers joining our ranks. It is a great team. (Dr. Lundsten asked these new teachers to stand and the audience applauded).**

**At the same it is a little bit sad because we have two long-term employees who are retiring, Nancy Catanzaro whose last assignment was Glen Hills and was a teacher assistant there for 14 years. She worked with me when I was in the classroom and I wish her the best in her retirement. Donald Pontarelli was a custodian at Barrows for 7 years and we are sorry to see him go but wish him well in retirement.**

## **RESOLUTIONS**

### **ADMINISTRATION**

**NO. 12-7-20 – Be it Resolved, that at the recommendation of the School Committee, the appointment of the Superintendent be approved subject to ratification following negotiations and presentation of an Administrative Fiscal Impact Analysis.**

**Moved by Mr. Lombardi, seconded by Mr. Traficante. Discussion.**

**Mr. Bloom stated – I have an amendment:**

**Be it resolved, that at the recommendation of the School Committee, the appointment of Dr. Judith Lundsten as Superintendent be approved subject to ratification after the following negotiations and the approval of an Employment Contract, which will contain the following:**

- 1. A 90-180 day action plan:**
- 2. Accountability provisions related to the School District's Strategic Plan;**
- 3. Transparency provisions for reporting on the status of the School District's strategic plan to the School Committee and the City of**

**Cranston, and**

**4. A Performance Evaluation which includes performance measured against the goals and objectives of the strategic plan,**

**5. And subject to the presentation of an Administrative Fiscal Impact Analysis.**

**Mrs. McFarland seconded this motion. There was no discussion on the amendment. The roll was called;**

**Mr. Bloom Yes Mrs. Culhane Yes Mr. Lombardi Yes**

**Mrs. McFarland Yes Mrs. Ruggieri Yes Mr. Traficante Yes**

**Ms. Iannazzi Yes**

**Chairperson Iannazzi asked – is there any discussion on the resolution as amended?**

**Mr. Lombardi stated – I have two points and if you would just indulge me for just a moment. I know that the name of Dr. Lundsten has come forward and I want to applaud the sub-committee and the members of this School Committee for the work that they have done to undertake probably the most important decision that we will make as a school committee. When the Chair initially asked me to serve on the sub-committee I thought it was inappropriate because of the fact that I will be leaving the school committee come January and as a result of that I thought people with a future on the school committee and the future working with a superintendent was absolutely important. But the work this sub-committee did was no easy task. First of all contrary to what some folks may think this was in fact a nationwide search. The internet media outlet search that they used to search for superintendent candidates was in fact a nationwide one. I am told by**

my three colleagues, Mrs. Ruggieri, Mr. Traficante, and Chairwoman Iannazzi that the nationwide search not only generated nationwide folks but international candidates. We saw from the finalists that we had one from as far away as Maine but my understanding is we had folks from Asia apply for this job and folks from the midwest apply for this job. They narrowed it down to 20 people and at the initial stage they conducted a review of several hours of the 20 people. They then narrowed it down to 8 people, asking a different set of questions when they did that. At the conclusion of the 8 people, my understanding is they worked another 8 hour shift to narrow that field of 8 with different questions down to the three that you saw here before you and as part of the transparency and the integrity of this board we conducted not only an executive session with all three finalists but we also had public sessions with all 3 finalists that 60 folks decided to come on the first evening and 30 folks decided to come on the second evening. I would report that by my basic math that the 60 folks on the first evening entailed about 30 members of the Cranston School Department, so about 30 people from the public on each night attended those hearings and the questions that were posed of these candidates were the questions, not the questions that we asked in executive session, but questions that were separate and distinct representing a cross section of the questions most frequently asked by members of the public. If you saw the public session, each member was asked the identical questions and but for Mr. Traficante being there on the second night we actually asked the same questions. When Mike showed up for the second meeting we had

questions for Mike but they were the same series of 14 questions. So if there is any question about this School Committee maintaining its' statutorily mandated job to select a superintendent I applaud not only my sub-committee members that did all of that work but also every member of this School Committee for participating in the task. Thank you for your work.

The second part is I want to echo Mr. Nero's sentiments. I will be voting for Dr. Lundsten. I have had the privilege of knowing Dr. Lundsten for 6 years as a member of this School Committee. I know what she is capable of and I know what she is capable of doing in the future. One of the great things that I always talked about in the Nero administration was that Mr. Nero surrounded himself with the best and the brightest and Judy Lundsten is one of the best and the brightest. But that's not the only reason I am voting for Dr. Lundsten tonight. I had the privilege and the honor of interviewing in executive session the three finalists that were selected amongst the 20 people that our sub-committee reviewed. Of those three finalists I find that Judy Lundsten was head and shoulders above the other two candidates. First of all we had one candidate that quite frankly didn't show me anything and we had another candidate that had 272 students in her district and to suggest that she goes to every IEP meeting and she can be the principal and the superintendent, I think just misses the boat in terms of what Cranston is. We are a district of 11,000 students and we do not have a superintendent that can perform the one on one task. We have to do it as a team. Superintendent Nero did it and an integral part of that team is now

stepping up to the plate. We are in good times as a School Committee; we are at the light at the end of the tunnel. We have had to make some difficult budget cuts, not because we wanted to do it but because we were mandated to do it by the courts and now there is light at the end of the tunnel and in a couple of years we are going to be able to pay off that debt and at the same time restore programming. Contrary to what Dr. Lundsten said the other night, we do need a superintendent that can hit the ground running and the only person I saw among the 3 that we interviewed was Dr. Lundsten. I am confident that she is capable. I am confident that she has the knowledge and I am happy to support her and I am confident to leave this School Committee knowing that the children of Cranston will be in the hands of Dr. Judy Lundsten. Thank you.

Mrs. Culhane stated – to echo my colleague's comments, when I first came onto the School Committee we were faced with a vacancy for superintendent shortly after. As I have noted to Peter, I felt from the beginning we maybe got off on the wrong foot because I was very vocal in saying I thought we should have done a nationwide search much like we have done now. We did not but we chose the best guy and he saw us through some very difficult times along with the rest of the administration of which Dr. Lundsten is a part. This time around we did the nationwide search and I'm positive that there will be people just like I wasn't necessarily happy with the way things happened, I was happy with the outcome Peter, but I wasn't necessarily happy with the way things happened. I am certain there will be people who won't be necessarily happy with this outcome

either. We have done it both ways and there will be complaints on both sides but to echo what Mr. Lombardi said, this was an incredibly thorough search and hours and hours of work went into this. I know for myself I wanted to have a fresh un-jaded opinion and I paid attention and took lots of notes at all of the interviews both in executive session and public session. I feel that Dr. Lundsten also is the best candidate. There were candidates that said great things that I am certain that all of us would love to hear and would love to implement had we an unlimited budget to put those things into perspective. There was a candidate again who came from a very small school district and while I think there is room for someone to move up into the ranks I don't know that this is the place for someone with such little experience in a big district. I don't know if that is the right fit. I feel confident that Dr. Lundsten is going to be the right fit and the right person for the job at the right time and I hope that the public will understand and will echo those sentiments. You know I said this at last Thursday's meeting; I was a little sad at the fact that four months ago Cranston East was filled to the gills, we had to turn people away for an issue that had zero to do with education. Now this evening, this School Committee will make the most important decision that we will ever make and it's great to see so many faces but I think I have counted maybe 10 people who are either not candidates or family members or Cranston Public School employees or members of the media and that sort of makes me sad because this decision is so important that I wish more people were here to see it and to support it. So I thank the members of the public who did take the time to

submit questions and I thank the sub-committee for doing such a great and thorough job. We would not have been able to do all of that just between the 7 of us and it was really a streamlined process and very well done and very well thought out so I am very happy tonight to support Dr. Lundsten.

Mrs. McFarland stated – I am going to be brief because I am not going to repeat everything that I already agree with. All of my colleagues and all the time we have invested in going through the candidate's processes as well as the subcommittee and their time but what impressed me in my support for Dr. Lundsten is she has been part of this process for just as long a period of time as Peter Nero when he was our superintendent. She also outlined, I think, definitely a plan for where we need to go with the future in making sure that we have excellence for every child, every day in this city and she went through a series of outlines in her Power Point presentation on how she was going to expand upon the school district and look at developing action plans and reviewing and looking at monitoring our resources and building the capacity of the staff and also going on and making sure we had positive relationships with the community, the parents, the students, so with all of those things, a plan that truly outlined where we need to go without expending additional dollars for our school district. That impressed me and with our strategic plan and her abilities and her understanding and the years she has been committed to this community I think we will move forward and we will have a brighter future as well. Thank you.

Mr. Traficante stated – I will be brief also. I have been a fan of Dr.

Lundsten since I approved and supported you as the assistant superintendent here in the city of Cranston. I supported you because I was convinced that you could fill the shoes of the superintendent if need be. Well that day came and we had the opportunity to interview a number of candidates as a member of the subcommittee. You are undoubtedly worthy of this position in terms of your education, your qualifications, your accomplishments and certainly your goals that you laid out for us during those sessions. I must say that during the interview process you shined 100% above any other candidate that came before me in terms of your responses, in terms of your vision, in terms of your goals for the city of Cranston School Department. I am convinced that you are going to move the school department forward from where Peter left it and I look forward to working with you over the next two years and I can say that because I am unopposed as a member of the School Committee. I can assure you that I will try to make your job as easy as possible through the support I will lend you to make it as successful as possible.

Mr. Bloom stated – Like Mr. Lombardi I would like to comment on two things, first of all tonight's vote is not just a vote about the appointment of the superintendent, what we are also voting on as well is the embedment of the employment contract with the next superintendent, issues about accountability and transparency. It is important because ultimately the success of this school district is going to be dependent upon the efforts and results of the superintendent and it is important that we have an employment contract that mirrors the goals and direction in which this school

district moves. So the amendment that was read tonight includes the addition of a 90-180 day action plan which will tell us where we're going to be within 3 to 6 months, provisions so we can measure the performance of the superintendent relative to a strategic plan and transparency so that the results of how that plan is being implemented are actually occurring here in the district and that is something that needs to be presented, not just to the School Committee but to the public at large, the parents and the taxpayers, the school district is ultimately accountable too. And then lastly, provisions so that there are objective measurements for the performance of the superintendent. Now in reference to the superintendent that has been proposed, I am also looking forward to working with Dr. Lundsten. I met her first when I was involved in scouting, I too hope that two of my sons achieve the rank of Eagle but I think I was very impressed with the way Dr. Lundsten engaged the public and articulated her action plan last week.

Mrs. Ruggieri stated – I will also be supporting Dr. Lundsten for this new position. I believe it is important that we look for continuity as far as our administration team. If we look at our team and we have a strong team and that every link supports that next link, if one link drops there is someone right behind him to pick it up and I think that is what has been developing with this administration. I think it is important to look at that. It wasn't the only thing to look at but it was an important piece to the puzzle. I felt after interviewing all the candidates and going over the commentary and reading all of the answers that Dr. Lundsten truly had a plan and a vision that was

aligning with what the vision for this district should be. Some of the other candidates I felt either didn't fully grasp the question or weren't able to comprehend what we were looking for as a district. I think that Dr. Lundsten has proven herself over and over again during her tenure with Cranston Public Schools and I have no doubt that she will continue to flourish.

Chairperson Iannazzi asked Mr. Lombardi to assume the chair.

Ms. Iannazzi stated – I too will be supporting Dr. Lundsten this evening. I did want to comment on what I believe was an unprecedented search process. This School Committee has always placed a high priority on public input, in transparency, and on open government and this process is demonstrative of that. We ultimately have a candidate in Dr. Lundsten who not only talks the talk but has walked the walk for at least the last 8 years that I have been on the School Committee. Dr. Lundsten has always been accountable whether it is to parents, members of the School Committee, or to members of the community. Recently I was asked to sit on the Board of the YMCA and as an example of Dr. Lundsten's community involvement the executive director of the YMCA said for the first time in the history of the YMCA the superintendent of schools, Dr. Lundsten, will be appointed to the board because she reached out to them and he is looking forward to having a new partnership with Cranston Public Schools that hasn't existed in the past. Similarly the Chamber of Commerce here in Cranston has expressed support for Dr. Lundsten. She has reached out and she wants to form new collaboration with the Chamber and that is a great thing that will

benefit Cranston Public Schools. These are just some of the things Dr. Lundsten mentioned in her presentation and these are great new innovative ideas that we all on the School Committee look forward to working with Dr. Lundsten on. Furthermore, I have been on the School Committee now for 8 years like I said I've had the pleasure of working with officials from RIDE, officials from throughout the state and I can say unequivocally, that Dr. Lundsten's reputation amongst the state is topnotch. She is known to be a person of high character. When Dr. Lundsten tells you something you can take her at her word. Just like the former superintendent, trust is never to be questioned with Dr. Lundsten and I look forward to continuing to work with her for the foreseeable future.

Ms. Iannazzi resumed the chair and asked if there were any other comments. There being none the roll was called:

Mr. Bloom Yes Mrs. Culhane Yes Mr. Lombardi Yes

Mrs. McFarland Yes Mrs. Ruggieri Yes Mr. Traficante Yes

Ms. Iannazzi Yes

This resolution passed unanimously.

Dr. Lundsten stated – I think I mentioned in the public interview or perhaps I did it in the private session but many of you know I started here as a part-time employee taking someone's position that went out on maternity leave. It was a six month, if you will, job. My husband who is sitting over there said to me, oh Judy go back, try it out, see if you like it. Never in my wildest dreams did I ever think that I would be sitting here. I cannot tell you how humbled I am by this and how proud I am to be working with all the folks who are in this audience as

well as this community. It has a very special place in my heart. I will certainly do my very best to move this school system forward. I totally agree with Mr. Bloom's amendment, I feel that there needs to be an action plan and there needs to be an updated strategic plan. There certainly needs to be transparency for all stakeholders and it needs to be an objective performance evaluation. I feel like the superintendent is the first teacher of the district, the first collaborator of the district, the first advocate for the children of the district and the first learner. In doing so if we hold everybody else accountable the superintendent needs to be accountable also with an objective measure like everyone else. It stops here; this is where it starts and if you can't do that with the superintendent, then we can't move forward. I look forward to working with you all. I know there will be times where we will agree to disagree, however, I think if we both listen carefully to each other we can come up with the appropriate solutions to move the district forward and I am looking with great pleasure to doing that work so thank you all for entrusting me with this important position.

**NO. 12-7-21 – Be it Resolved that the School Committee approve or reject a settlement agreement with Administrator A.**

**Moved by Mr. Lombardi to table this resolution; seconded by Mr. Traficante. The roll was called;**

**Mr. Bloom Yes Mrs. Culhane Yes Mr. Lombardi Yes**

**Mrs. McFarland Yes Mrs. Ruggieri Yes Mr. Traficante Yes**

**Ms. Iannazzi Yes**

**PERSONNEL**

**NO. 12-7-22 – Resolved, that at the recommendation of the Superintendent, the following certified staff be recalled from layoff.**

**NO. 12-7-23 – Resolved, that at the recommendation of the Superintendent, the following certified personnel be appointed for the 2012-2013 school year:**

**Kathryn Wier...Step 3**

**Education...URI, BA**

**Experience...Wakefield School Department**

**Certification...Secondary Italian\Spanish**

**Assignment...Cranston West 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note... 12612300 51110**

**David Bizier, Step 12 + Masters + 30**

**Education...Johnson & Wales University, BA, MBA**

**Experience...Central Falls School Department**

**Certification...Secondary Business**

**Assignment...Cranston Area Career & Technical Center 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note... 13246051 51110**

**Amy Ottiano, Step 12 + Masters**

**Education...UConn, BA, University of Louisville, MS**

**Experience...Westwood Public Schools**

**Certification...Speech & Language**

**Assignment....Itinerant .5 FTE**

**Effective Date... August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...12717010 51110**

**Jaclyn Cady, Step 1**

**Education...RIC, BA**

**Experience...Cranston Student Teacher**

**Certification...Secondary Math**

**Assignment...Cranston East 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11312280 51110**

**Jessica Soccio, Step 2**

**Education...RIC, BA, URI, BS**

**Experience...Cranston Substitute Teacher**

**Certification...Elementary 1-6**

**Assignment...Gladstone 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11912050 51110**

**Tiffany Casale, Step 2**

**Education...RIC, BS**

**Experience...Cranston Substitute Teacher**

**Certification Elementary 1-6**

**Assignment...Waterman 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11012050 51110**

**Cathryn Arruda, Step 4**

**Education...RIC, BA**

**Experience...Cranston Substitute Teacher**

**Certification...Elementary 1-6**

**Assignment...Gladstone 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11912050 51110**

**Katherine Chesson, Step 5 + MSW**

**Education...Flagler College, BA, BU, MSW**

**Experience...Natchaug Hospital**

**Certification...Social Worker K-12**

**Assignment...Itinerant 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...13417030 51110**

**Pamela Caiano, Step 4**

**Education...RIC, BA**

**Experience...Cranston Substitute Teacher**

**Certification...Elementary 1-6**

**Assignment....Stone Hill 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...12712050 51110**

**Katelyn Greene, Step 2**

**Education...RIC, BA**

**Experience...Cranston Substitute Teacher**

**Certification...Elementary 1-6**

**Assignment...Eden Park 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11812050 51110**

**Stephanie Gallagher, Step 2**

**Education...RIC, BA**

**Experience...Cranston Substitute**

**Certification...Elementary 1-6**

**Assignment...CSR .5 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...52000130 51110**

**With Addendum**

**Allison Luchka, Step 7 + CAGS**

**Education...URI, BA, PC, MA, RIC, CAGS**

**Experience...Thompson School District**

**Certification...School Psychologist K-12**

**Assignment...Itinerant 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11617040 51110**

**Catharine Hellwig, Step1 + CAGS**

**Education...RIC, BA, MA,CAGS**

**Experience...Student Intern**

**Certification...School Psychologist**

**Assignment...Itinerant 1.0 FTE**

**Effective Date...August 27, 2012**

**Authorization...Replacement**

**Fiscal Note...11617040 51110**

**Moved by Mr. Traficante; seconded by Mrs. Ruggieri. The roll was called:**

**Mr. Bloom Yes Mrs. Culhane Yes Mr. Lombardi Recused**

**Mrs. McFarland Yes Mrs. Ruggieri Yes Mr. Traficante Yes**

**Ms. Iannazzi Yes**

**This resolution passed.**

**NO. 12-7-24 – Resolved, that at the recommendation of the Superintendent, the following certified personnel be appointed as substitutes on a temporary basis as needed:**

**Lindsey Genovesi, Early Childhood, PK-2**

**NO. 12-7-25 – Resolved, that at the recommendation of the Superintendent, the following certified staff member be granted a leave of absence without compensation as provided in Article XIX, Section B.1 of the Master Agreement between the Cranston School Committee and the Cranston Teachers' Alliance:**

**Alison Fracassa, Teacher**

**Garden City**

**Effective Date...September, 2012 to August, 2013**

**No. 12-7-26 – Resolved, that at the recommendation of the Superintendent, the following individual(s) be reappointed as an athletic coach:**

**Cranston High School West**

**Steven Stoehr Head Coach Football**

**Thomas Milewski Assistant Coach Football**

**Thomas Ferri Head Coach Girls' Volleyball**

**Jesus Berrio Head Coach Boys' Cross Country**

**Shelia Lagasse Head Coach Girls' Cross Country**

**Rob Malo Assistant Coach Football**  
**Corey Capirchio Assistant Coach Football**  
**Charles Pearson Head Coach Girls' Soccer**  
**Nicholas Ruggieri Assistant Coach Girls' Soccer**  
**James Lucas Head Coach Girls' Tennis**  
**Nancy Hersey Assistant Coach Girls' Tennis**  
**Lenny D'Errico Faculty Manager**

**Cranston High School East**

**Thomas Centore Head Coach Football**  
**Michael Giblin Assistant Coach Football**  
**Kenneth Simone Assistant Coach Football**  
**Jason Ward Assistant Coach Football**  
**Michael Boyajian Sr. Head Coach Girls' Tennis**  
**Robert Labanca Head Coach Girls' Cross Country**  
**Robert Bouchard Head Coach Boys' Cross Country**  
**Dina Cesana Assistant Coach Field Hockey**  
**Lauren Tomasso Head Coach Girls' Soccer**  
**Jose Simas Assistant Coach Girls' Soccer**

**NO. 12-7-27 – Resolved, that at the recommendation of the Superintendent, the following individuals be appointed as volunteer coaches:**

**Cranston High School West**

**Erik Baccari Football**

**NO. 12-7-28- Resolved, that at the recommendation of the Superintendent, the following non-certified employee(s) be appointed:**

**Paula DeQuattro, Elementary Secretary**

**Waterman**

**Effective Date...August 14, 2012**

**Authorization...Replacement**

**Fiscal Note...11043210 51110**

**Roland Lemonde, Carpenter**

**Plant**

**Effective Date...August 13, 2012**

**Authorization...Replacement**

**Fiscal Note...15249090 51110**

**NO. 12-7-29 – Resolved, that at the recommendation of the Superintendent, the following non-certified personnel be appointed as substitutes on a temporary basis as needed:**

**Angelo Iozzi, Bus Driver**

**Howard Inman, Jr., Custodian**

**Anthony Venticinque, Custodian**

**Greg Carello, Custodian**

**NO. 12-7-30 – Resolved, that at the recommendation of the Superintendent, the retirement(s) of the following non-certified personnel be accepted:**

**Nancy Catanzaro, Teacher Assistant**

**Glen Hills Elementary School**

**Effective Date: August 6, 2012**

**With Addendum**

**Donald Pontarelli, Custodian**

**Plant**

**Effective Date...September 1, 2012**

**NO. 12-7-31 – Resolved, that at the recommendation of the Superintendent, the resignation(s) of the following non-certified personnel be accepted:**

**Paula DeQuattro, Teacher Assistant**

**Early Childhood Center**

**Effective Date...August 13, 2012**

**BUSINESS:**

**NO. 12-7-32 – Resolved, that at the recommendation of the Superintendent, the AGREEMENT CONCERNING THE TRANSFER OF OWNERSHIP OF THE CRANSTON AREA CAREER AND TECHNICAL CENTER, from the State of Rhode Island to the City of Cranston, be approved. (See attached copy of agreement)**

**Moved by Mrs. Ruggieri; seconded by Mr. Traficante. Chairperson Iannazzi asked Mr. Lombardi to assume the chair.**

**Ms. Iannazzi stated – I just wanted to thank all of the elected officials**

of the city that worked on transferring ownership of the CAC&TC. Right from the top at the State House to our mayor, we have really collaborated on this effort. Leader Mattiello, Chairwoman Gallo, and officials from RIDE held a meeting with Mr. Lombardi, Dr. Lundsten, Mr. Nero and I to work out the transfer of this school and every step along the way we have been met with nothing but cooperation and collaboration from our city leaders. Mayor Fung signed on immediately and the Council unanimously passed a similar resolution at last week's meeting so it is with support from all of those elected officials that I urge my colleagues to pass this so we can finally get some much needed renovations done at the CAC&TC.

Ms. Iannazzi resumed the chair and asked if there were any other discussion on this item. There being none the roll was called:

Mr. Bloom Yes Mrs. Culhane Yes Mr. Lombardi Yes

Mrs. McFarland Yes Mrs. Ruggieri Yes Mr. Traficante Yes

Ms. Iannazzi Yes

This resolution passed.

#### **TABLED RESOLUTION**

**NO. 12-6-36 – Resolved, that at the recommendation of the Superintendent, the non-renewal of Administrator A – Elementary Principal, be accepted.**

Chairperson Iannazzi asked – are there any members of the public that wish to speak on non-agenda items? There being none is there a motion to adjourn. A motion to adjourn as made by Mr. Lombardi and

**seconded by Mr. Traficante. All were in favor. The meeting adjourned at 7:45 p.m.**

**Respectfully submitted,**

**Frank S. Lombardi,  
Clerk**

**AGREEMENT TO TRANSFER OF OWNERSHIP OF THE  
CRANSTON AREA CAREER AND TECHNICAL CENTER**

**This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Cranston (“City of Cranston”) and the Cranston School District (“CSD”) and the State of Rhode Island and Providence Plantations, by and through the Rhode Island Board of Regents, the Rhode Island Department of Elementary and Secondary Education (“RIDE”) and the Rhode Island Department**

of Administration (collectively, the “State”).

## **RECITALS**

**WHEREAS, pursuant to the title search (appendix 1), the City of Cranston conveyed in fee simple a parcel of land and the improvements thereon at 100 Metropolitan Avenue in the City of Cranston to the State of Rhode Island for the Rhode Island Board of Regents to use for “vocational purposes” (the “Real Property”);**

**WHEREAS, as owner of the Real Property, Rhode Island Board of Regents (in trust for the State of Rhode Island) is responsible for its care and upkeep;**

**WHEREAS, the Real Property is in need of capital repairs and the Governor’s FY 2013 Capital Budget has included appropriations for those capital repairs, to be distributed as follows:**

### **FY 2013**

**Within 30 days of execution \$1,927,417.00**

### **FY 2014**

**August 15, 2013 \$ 872,583.00**

### **FY 2015**

**August 15, 2014 \$ 400,000.00**

**WHEREAS, CSD operates the Cranston Area Career and Technical**

**Center (“CTC”) on the Real Property;**

**WHEREAS, the State of Rhode Island, by and through the Rhode Island Board of Regents and the State of Rhode Island through its Department of Administration wish to convey the Real Property to the City of Cranston and wish CSD to continue operating a career and technical center on the Real Property or elsewhere;**

**WHEREAS, the State Properties Committee must approve the transfer of real property from the Rhode Island Board of Regents and the State of Rhode Island to the City of Cranston pursuant to R.I. Gen. Laws § 37-5-5; and**

**WHEREAS, it is in the interest of all parties that the mutually agreed upon conditions pursuant to which the Rhode Island Board of Regents and the State of Rhode Island transfers the Real Property to the City of Cranston be set forth.**

## **AGREEMENT**

**NOW, THEREFORE, it is agreed that:**

### **1. Obligations of the Rhode Island Board of Regents**

**a. On or before August 15, 2014, the Rhode Island Board of Regents shall grant (without recourse to CSD) and transfer the sum of THREE**

**MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,200,000.00) to be used exclusively by CSD for capital projects identified by CSD in its sole discretion at the Real Property or the appurtenances thereto, including [but not limited to], any areas of Real Property dedicated to activities related to the CTC (the “Capital Projects”). The State agrees that the improvements and repairs identified in Appendix 3 are approved by RIDE for any applicable housing aid available for such improvements, and in conformance with all current RIDE rules and regulations for appeal by the Rhode Island Board of Regents.**

**b. On August 15, 2014, the Rhode Island Board of Regents and the State of Rhode Island shall convey good, marketable title by Warranty Deed free and clear of all encumbrances, to the Real Property to the City of Cranston by such instruments as the City of Cranston, in its reasonable discretion, deems appropriate.**

**c. Assuming conveyance as contemplated hereby, the Rhode Island Board of Regents shall have no liability or other lawful responsibility for any and all conditions arising on or from the Real Property after August 15, 2014, except for any liabilities arising from conditions of the Real Property prior to such time and as further set out herein.**

**d. For so long as CSD operates a career and technical center, the Rhode Island Department of Education shall allocate to CSD funding through the Carl D. Perkins Vocational and Education Act of 1998 or**

**similar federal program, in**

**accordance with the prescribed allocation formula and programmatic requirements set forth in the federal regulations.**

## **2. Obligations of the City of Cranston and of CSD**

**a. CSD covenants that the Capital Projects will be competitively bid in the manner required by the State Purchasing Act, R.I. Gen. Laws §§37-2-1, et seq. CSD further covenants that its bidding specifications for the Capital Project shall require contractors to include the Board of Regents and the State of Rhode Island as insured parties in any and all insurance required from the contractor by CSD. CSD, the Board of Regents, and the State of Rhode Island, through the Department of Administration, will confer and agree upon the insurances to be procured to protect the parties from liability resulting from construction work performed as part of any Capital Project or Projects. The parties shall also confer and agree on any additional insurance that may be necessary and proper to protect the interests of the parties.**

**b. CSD covenants that it will take such steps as are reasonably necessary to accommodate any requests by the Rhode Island Board of Regents to audit the Capitol Projects.**

**c. On August 15, 2014, the City of Cranston shall accept title to the**

**Real Property, provided that the Rhode Island Board of Regents shall retain tort and/or environmental liability for any and all property conditions arising on the Real Property prior to the time CSD accepts ownership of the property.**

**d. CSD will continue to operate a career and technical center for so long as future state education aid, School Committee funding, and City of Cranston funding is sufficient for such continuation. In no case will operation of a career and technical center cease before June 30, 2015.**

**e. Any Capital Project or Projects undertaken at the Real Property shall be conducted in conformance with the RIDE 1.0 School Construction Regulations as amended from time to time. In addition, the renovation work shall undergo review by the Rhode Island State Building Commissioner's Office and the State Fire Marshall's Office.**

**f. The City of Cranston shall transfer all care, custody and control of the Real Property to CSD pursuant to R.I. Gen. Laws 16-2-9,**

**16-2-15, and 16-2-18. Upon transfer, CSD shall maintain care, custody and control of the Real Property as it does its other school facilities.**

### **3. Other Obligations of the Parties**

**(A) Nothing herein shall be deemed to obligate CSD to use all or any**

**specific part of the Real Property as a career and technical center, and nothing herein shall preclude CSD from using all or any specific part of the Real Property for other educational purposes, provided in either case, CSD operates a career and technical center.**

**(B) Title Examination. The City of Cranston, at its sole cost and expense, has the right to examine title to the Property. If the City of Cranston has any objections to title, it shall give RIDE written notice of such objections. Upon receiving notice of any objection to title, RIDE will make reasonable efforts to cure such objection to title before the transfer of title. If RIDE is unable to cure such objection to title before the transfer of title, the transfer date hereunder shall be extended for a reasonable time (up to thirty days), unless the City of Cranston agrees to waive such objections to title.**

**If after the expiration of the extended time RIDE shall have failed to cure said objections to title then at the City=s election, exercisable by written notice to RIDE, this Agreement may be canceled by either the City of Cranston or CSD.**

**(C) Loss. Until the transfer of title and the recording of the Deed, the State shall bear the risk of loss.**

**If the Property or any portion thereof is damaged or destroyed prior to the Closing or if the Property or any portion thereof is taken by exercise of the power of eminent domain during such period, the City of Cranston may elect either: i) to terminate this Agreement and any and all obligations to purchase the Property by giving written notice**

**to RIDE or ii) to consummate the transfer with compensation by the State of Rhode Island in the amount of the cost of replacement or repair.**

**(D) Remedies.**

**a. In the event that the Rhode Island Board of Regents fails to substantially perform the obligations set forth in this Agreement, this Agreement shall be terminated and shall be of no further force and effort, except as otherwise expressly provided herein. Moreover, RIDE waives any and all claims, whether at law or in equity, to recover any funds expended or committed to Capital Projects regardless of termination of this Agreement. In such case, RIDE shall indemnify and hold the City**

**of Cranston and CSD harmless and pay for any costs and expenses incurred by the City of Cranston and CSD regarding this transaction or for expenses related to the improvement to the Real Property.**

**b. In the event that the City of Cranston and/or CSD fail to substantially perform the obligations set forth in Section 2 of this Agreement, this Agreement shall be terminated and shall be of no further force and effect. Notwithstanding anything to the contrary, CSD will not be liable for repayment of the \$3,200,000.00 referred to in Paragraph 1(a) of this Agreement so long as CSD has used the funds for capital projects identified by CSD in its sole discretion at the Real**

**Property or the appurtenances thereto and is in compliance with paragraph 2(d) of this Agreement.**

**(E) The State's Representations And Warranties. The State represents, warrants and covenants, as follows:**

**a. Authorization. The execution and delivery of this Agreement by the State, the performance by the State of its covenants and agreements hereunder and thereunder, and the consummation by the State of the transactions contemplated hereby and thereby have been duly authorized by all necessary action. When executed and delivered by the State, this Agreement will constitute the valid and legally binding obligation of the State.**

**b. Encroachments. All improvements now on the Property are entirely within the boundary lines of the land described on Appendix 2, and no other adjoining property encroaches upon the land.**

**c. Environmental. As of the date hereof neither the State nor any of the State's agents, employees or independent contractors: (1) have caused or are aware of a release or threat of release of Materials (as defined herein) on any of the premises or personal property owned or controlled by the State, or any abutting property, which could give rise to liability under any Superfund and Hazardous Waste Laws (as defined herein) or any other federal, state, or local law, rule or regulation; (2) have arranged for the transport of or transported any**

**Materials in a manner as to violate, or result in potential liabilities under, any Superfund and Hazardous Waste Laws; (3) have received any notice, order or demand from the Environmental Protection Agency or from the State of Rhode Island under any Superfund and Hazardous Waste Laws; (4) have**

**incurred any liability under any Superfund and Hazardous Waste Laws in connection with the mismanagement, improper disposal, or release of Materials; (5) are aware of any inspection or investigation of any of the premises or personal property owned or controlled by Borrower or abutting property by any federal, state or local agency for possible violations of the Superfund and Hazardous Waste Laws.**

**To the best of the State's knowledge, the State has not committed or omitted any act which caused the release of Materials on such premises or property which could give rise to a lien, penalties, fines or other charges thereon by any federal, state or local government.**

**The term "Materials" means any "oil", "hazardous material", "hazardous wastes" or "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. "9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. "6901 et seq., as amended, or under applicable state law, and regulations adopted thereunder, and the foregoing are collectively the "Superfund and Hazardous Waste Laws". The State shall defend, indemnify and hold**

**the City of Cranston and CSD harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including without limitation attorneys= fees) of whatever kind or nature known or unknown, contingent or otherwise arising from, out of or in any way related to the use or operation of the Real Property prior to the transfer of the premises including without limitation, the presence, disposal, release or threatened release of any Hazardous Materials (as hereinafter defined) which are or may be on, under or about the Property and any lawsuits brought or threatened by any governmental entity or private party relating to such use or operation of the Real Property or to any claims for environmental cleanup costs and for any damage to the environment. For the purpose of this provision, the term AHazardous Materials@ means hazardous materials or hazardous substances as the same is defined in the Comprehensive, Environmental, Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Rhode Island Industrial Property Remediation and Reuse Act, other applicable federal and state laws, and regulations used pursuant to such statutes. This covenant shall survive the delivery of the deed and transfer of title.**

**d. The State shall defend, indemnify and hold the City of Cranston and CSD harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including without limitation attorneys= fees) of whatever kind or nature known**

or unknown, contingent or otherwise arising from, out of or in any way related to the use or operation of the Real Property prior to the transfer including without limitation, the presence, disposal, release or threatened release of any Hazardous Materials (as hereinafter defined) which are or may be on, under or about the Real Property and any lawsuits brought or threatened by any governmental entity or private party relating to such use or operation of the Real Property or to any claims for environmental cleanup costs and for any damage to the environment. For the purpose of this provision, the term AHazardous Materials@ means hazardous materials or hazardous substances as the same is defined in the Comprehensive, Environmental, Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Rhode Island Industrial Property Remediation and Reuse Act, other applicable federal and state laws, and regulations used pursuant to such statutes. This covenant shall survive the delivery of the deed and transfer of title.

**e. Environmental Condition.**

(a) Phase 1. City of Cranston, at its sole cost and expense, has the right to perform a APhase 1@ environmental site assessment for the Real Property. The State will furnish to the City of Cranston copies of any environmental reports which exist. The City of Cranston shall give the State written notice of any environmental condition affecting the Real Property which the Rhode Island Department of

**Environmental Management or the Environmental Protection Agency would require to be remedied (Aenvironmental condition@) and shall provide the State with a copy of any written report concerning such site assessment.**

**(b) Substantial Environmental Condition. If the City of Cranston has notified the State of any such environmental condition on the Real Property, and if the cost to remedy same shall cost in excess of \$5,000.00, then the State may elect to terminate this Agreement and any and all obligations, contractual or otherwise, to purchase the Real Property, by**

**giving written notice to City of Cranston, within thirty (30) days after receipt by the State of a written notice from the City of Cranston of such environmental condition and the amount of the cost to remedy same.**

**f. Further Action. Each of the parties hereto shall use such party=s best efforts to take such actions as may be necessary or reasonably requested by the other parties hereto to carry out and consummate the transactions contemplated by this Agreement.**

**g. Severability. If any provisions of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without in any manner affecting the**

**validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.**

**h. No Waiver. Notwithstanding any course of dealing between the parties, neither failure nor delay on the part of any party to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No notice to or demand upon the other party shall be deemed to be a waiver of the obligation of such party or of the right of the party to take further action without notice or demand.**

**i. Binding Effect. This Agreement shall be binding upon and inure to the benefit of State and the City of Cranston and their respective successors and assigns. If two or more parties are named, then their obligations hereunder are joint and several.**

**j. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Rhode Island.**

**k. Section Headings. The section headings are for the convenience of the parties and shall not alter, modify, amend, limit or restrict the contractual obligations of the parties.**

**I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.**

**m. Survival of Terms. All promises, covenants, obligations, indemnifications, releases, disclaimers, representations and warranties herein shall survive the Closing Date and the execution, delivery and recording of the Deed and shall also survive any termination of this Agreement.**

**n. Complete Agreement.**

**This Agreement represents the complete agreement of the parties and supersedes all prior agreements and communications. This Agreement may not be modified except by a writing signed by both parties.**

**In the event of any dispute over the interpretation, construction or application of this Agreement, the parties agree that such matters shall be subject to proceedings before a court of competent jurisdiction within the State of Rhode Island.**

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**FOR THE STATE OF RHODE ISLAND AND THE RHODE ISLAND  
BOARD OF REGENTS**

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**Deborah A. Gist, Commissioner of Elementary  
And Secondary Education, at the direction of the  
Board of Regents for Elementary and Secondary Education  
And as the Executive Agent of the Board**

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

**In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Deborah A. Gist, to me known and known by me to be the Commissioner of Elementary and Secondary Education and the Executive Agent of the Rhode Island Board of Regents for Elementary and Secondary Education, who executed the foregoing instrument as the Executive Agent of the Rhode Island Board of Regents for Elementary and Secondary Education and she acknowledged said instrument by her so executed to be her free act and deed in her said capacity and the free act and deed of the Rhode Island Board of Regents for Elementary and Secondary Education.**

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**Notary Public**

**My Commission Expires:**\_\_\_\_\_

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**Richard Licht, Director  
Department of Administration**

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

**In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Richard Licht, to me known and known by me to be the Director of the Department of Administration, who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Department of Administration.**

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**Notary Public**

**My Commission Expires:**\_\_\_\_\_

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**Ronald N. Renaud, Chair**  
**State Properties Committee**

**STATE OF RHODE ISLAND**  
**COUNTY OF PROVIDENCE**

In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Ronald N. Renaud, to me known and known by me to be the Chair of the State Properties Committee, who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island State Properties Committee.

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**Notary Public**

**My Commission Expires:\_\_\_\_\_**

**FOR THE CITY OF CRANSTON**

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**Allan Fung, Mayor**

**STATE OF RHODE ISLAND**

**COUNTY OF PROVIDENCE**

In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Allan Fung, to me known and known by me to be the Mayor of the City of Cranston, who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the City of Cranston.

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**Notary Public**

**My Commission Expires:**\_\_\_\_\_

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**Anthony J. Lupino, President  
Cranston City Council**

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Anthony J. Lupino, to me known and known by me to be the President of the City of Council, who executed the foregoing instrument and he acknowledged said instrument by him

**so executed to be his free act and deed in his said capacity and the free act and deed of the City of Council.**

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**Notary Public**

**My Commission Expires:\_\_\_\_\_**

**FOR THE CRANSTON PUBLIC SCHOOLS**

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**Dr. Judith Lundsten, Interim  
Superintendent of Schools**

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

**In Providence, on this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Dr. Judith Lundsten, to me known and known by me to be the Interim Superintendent of Cranston Public Schools, who executed the foregoing instrument and she acknowledged said instrument by her so executed to be her free act and deed in her said capacity and the free act and deed of the Cranston Public Schools.**

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**Notary Public**

**My Commission Expires:\_\_\_\_\_**

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ownership 12-5585\agreement for transfer of ownership  
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