

**BOARD MEETING:** Regular Meeting  
**DATE:** Wednesday, August 5, 2020  
**TIME:** 6:00 p.m.  
**PLACE:** Naples High School Cafeteria

- I. Meeting Called to Order
- II. Roll Call
- III. Adopt the Agenda of the Special Meeting of August 5, 2020 (Board Action)
- IV. Pledge of Allegiance
- V. Public Comments: The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.  
 Those items brought to the attention of the Board during this time may be taken under consideration for future response or action. (*Individual comments will be limited to three minutes.*)  
 As a matter of courtesy, we ask that issues related to specific School District personnel or students be brought to the attention of the Superintendent of Schools privately. Thank you for this consideration.  
Board Reponse: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.
- VI. Points of Interest
- VII. Superintendent Recognitions & Updates
  - Claims Auditor Report
  - Fund Balance and Reserve Use Plan Updates
  - School Reopening Plan
- VIII. Minutes (Board Action)
- IX. Tax Warrant
  - Naples Central School Tax Warrant (Board Action)
  - Naples Public Library Tax Warrant (Board Action)
- X. Inter-municipal Agreements
  - Finger Lakes Abuse Response Team/Multidisciplinary Child Abuse Team (Board Action)
  - School Resource Officer (Board Action)
- XI. Contractual Agreement (Board Action)
  - CSEA Memorandum of Agreement
  - Superintendent Contract
- XII. Board Policy Resolution (Board Action)
- XIII. Reserve Funds (Board Action)
- XIV. Business (Board Action)
  - Adopt LGS-1 Records Retention & Disposition Schedule
  - Non-Resident Enrollment
  - Budget Transfers
- XV. Personnel (Board Action)
  - Resignation
    - School Bus Driver
  - Appointment
    - Teacher on Special Assignment
    - Library Media Specialist
  - Family Leave of Absence
    - Health/FCS Teacher
- XVI. Personnel (Board Action)
  - Unpaid Leave of Absence
  - Appointment
    - Substitute Elementary Teacher
- XVII. Adjournment (Board Action)

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, August 5, 2020 at 6:03 p.m. in the Naples High School Cafeteria.

Members Present: Robert Brautigam: Joined at 6:25 p.m. Thomas Hawks  
Joseph Callaghan: Joined at 6:05 p.m. Kelley Louthan  
Carter Chapman Steven Mark  
Jacob Hall Maura Sullivan

Members Absent: Gail Musnicki

Also Present: Matthew Frahm, Jeffrey Black, and Pamela Claes.

A quorum being present, the meeting was called to order at 6:03 p.m. by Board President Jacob Hall.

**Motion: Carter Chapman**

**2<sup>nd</sup>: Thomas Hawks**

Resolved, that the Board of Education approves the agenda of the Regular Meeting of August 5, 2020 as presented.

**Voting Yes: 5 Motion Carried**

**Voting No: 0**

**Pledge of Allegiance**

**Public Comment: None**

**Board Response: None**

The Oath of Office was administered to re-elected board member Kelley Louthan.

**Points of Interest: None**

**Superintendent's Recognitions & Updates:**

Internal Claims Auditor Evelyn Letta presented reports for the fourth quarter of the 2019-2020 fiscal year, noting warrants were approved for a total amount of \$2,479,234.61 from 386 transactions for the fourth quarter with a total error rate of 0.005%.

School Business Administrator Dr. Black presented information on the Fund Balance and Financial Reserve Plan. Discussion followed pertaining to information presented.

2<sup>nd</sup> Vice President Robert Brautigam joined the meeting at 6:25 p.m.

Superintendent Frahm presented the School Re-opening plan. Discussion followed pertaining to information presented.

**Motion: Carter Chapman**

**2<sup>nd</sup>: Thomas Hawks**

Resolved, that the Board of Education approves the minutes of the following meetings:

- Organizational Meeting of July 8, 2020

**Voting Yes: 7 Motion Carried**

**Voting No: 0**

**Motion: Maura Sullivan**

**2<sup>nd</sup>: Steven Mark**

**Whereas**, the Board of Education has been authorized by the voters at the Annual School Meeting held on June 16, 2020 to raise for the current budget of the 2020-2021 school year a sum not to exceed \$21,213,960.00;

**Therefore be it resolved**, that the valuation of the property comprising Naples Central School District, State of New York, Counties of Ontario, Steuben, Yates and Livingston, as shown on the District Assessment rolls, and certified by the respective assessors of the towns in the district be approved;

**And be it hereby directed** that a sum not to exceed \$11,992,077.00 be levied in the form of a tax on property set forth on the aforementioned assessment rolls; And that the warrant therefore and the rolls thereof, be executed by a majority of the members of the Board of Education; and that the receiver of taxes be authorized to collect taxes on said warrant for a period of 30 days, beginning September 1, 2020, without penalty, and for a period of 31 days thereafter with a two percent (2%) penalty, and for a period of 3 days thereafter with a penalty of three percent (3%), as provided by statute.

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

**Motion: Carter Chapman**

**2<sup>nd</sup>: Thomas Hawks**

**WHEREAS**, the Board of Education has been authorized by the voters at the Annual School Meeting held on June 16, 2020 to assess and levy upon the taxable property of the District the sum of one-hundred and ninety thousand dollars (\$190,000) annually toward the Naples Public Library Budget;

**Therefore be it resolved**, that the valuation of the property comprising Naples Central School District, State of New York, Counties of Ontario, Steuben, Yates and Livingston, as shown on the District Assessment rolls, and certified by the respective assessors of the towns in the district be approved;

**And be it hereby directed** that a sum not to exceed \$190,000 be levied in the form of a tax on property set forth on the aforementioned assessment rolls; And that the warrant therefore and the rolls thereof, be executed by a majority of the members of the Board of Education; and that the receiver of taxes be authorized to collect taxes on said warrant for a period of 30 days, beginning September 1, 2020, without penalty, and for a period of 31 days thereafter with a two percent (2%) penalty, and for a period of 3 days thereafter with a penalty of three percent (3%), as provided by statute.

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

**Motion: Maura Sullivan**

**2<sup>nd</sup>: Joseph Callaghan**

**Resolved**, that upon the recommendation of the Superintendent, the Board of Education approves the Memorandum of Understanding for Agencies collaborating on the Finger Lakes Child Abuse Response Team/Multidisciplinary Child Abuse Team of Ontario County, NY, commencing July 1, 2020 and terminating on June 30, 2021.

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

**Abstentions: 0**

**Motion:** Thomas Hawks  
**2<sup>nd</sup>:** Carter Chapman

**WHEREAS**, Article 5-G of the New York State General Municipal Law provides the authority for the District and the County of Ontario (the "County") by and through its Ontario County Sheriff's Office to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

**WHEREAS**, the Board of Education of the District has determined that an effective and efficient method to protect the safety of District students, staff and property is an intermunicipal agreement with the County to obtain the services of one (1) officer to serve as a School Resource Officer ("SRO"); and

**WHEREAS**, the Board of Education has had the opportunity to review the proposed agreement;

**NOW, THEREFORE**, the Board of Education of the Naples Central School District resolves as follows:

1. The Board of Education hereby approves the intermunicipal agreement between the District and County for School Resource Officer services.
2. The Board authorizes the Superintendent of Schools to execute the intermunicipal agreement in the form approved by legal counsel.

This Resolution shall take effect immediately.

**Voting Yes:** 7 **Motion Carried**

**Voting No:** 0

**Abstentions:** 0

**Motion:** Carter Chapman  
**2<sup>nd</sup>:** Kelley Louthan

**Resolved**, that the Board of Education approves the following Contractual Agreement resolution as presented:

- Resolved, that the Naples Central School District Board of Education does hereby approve a Memorandum of Agreement between the Naples Central School District and the CSEA regarding alternative scheduling for twelve-month employees for August 1, 2020 through August 14, 2020 as presented. (Attached)

**Voting Yes:** 7 **Motion Carried**

**Voting No:** 0

**Abstentions:** 0

**Motion:** Joseph Callaghan  
**2<sup>nd</sup>:** Maura Sullivan

**Resolved**, that the Board of Education hereby ratifies and approves the revised contract of employment, covering the period from July 1, 2020 to June 30, 2025, between the Naples Board of Education and Matthew T. Frahm as Superintendent of Schools containing all of the relevant and applicable compensation, benefits, terms and conditions of employment, and hereby authorizes the President of the Board, or the Vice President in his absence, to execute said Agreement on behalf of the District and to file same with the District Clerk. (Attached)

**Voting Yes:** 7 **Motion Carried**

**Voting No:** 0

**Abstentions:** 0

**Motion: Maura Sullivan**

**2<sup>nd</sup>: Kelley Louthan**

**WHEREAS**, on March 16, 2020, the New York State Governor declared, under Executive Order 202.4, all schools within New York State to be closed to students no later than March 18, 2020 for a period of two weeks, ending on April 1, 2020, in response to the COVID-19 public health emergency; and

**WHEREAS**, various subsequent executive orders were issued by the New York State Governor resulting in the closure of schools to students for the remainder of the 2019-2020 school year; and

**WHEREAS**, on or about July 13, 2020, the New York State Department of Health issued interim guidance for in-person instruction at Pre-K to Grade 12 schools during the COVID-19 public health emergency for the 2020-2021 school year; and

**WHEREAS**, on or about July 16, 2020, the New York State Education Department released reopening guidance for schools for the 2020-2021 school year.

**NOW, THEREFORE**, the Board of Education resolves as follows:

1. In an effort to comply with reopening requirements, the Board hereby temporarily suspends any Board policy or administrative regulation/procedure that conflicts with any current or future federal, state, or local law, regulation, executive order, and/or state or federal guidance released for the purpose of reopening of schools.
2. The Superintendent of Schools is authorized to follow the federal, state, or local laws, regulations, executive orders, and/or state or federal guidance and to take such action as necessary and proper for the purpose of reopening of schools.

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

**Abstentions: 0**

**Motion: Maura Sullivan**

**2nd: Carter Chapman**

Resolved, that upon the recommendation of Matthew Frahm, Superintendent of Schools, the excess General Fund revenues over the expenditures for the 2019-2020 fiscal year may be transferred to the following fund reserves for the purpose of funding future obligations:

ERS Retirement Contributions Reserve Fund: Up to \$200,000

TRS Retirement Contributions Reserve Fund: Up to 2% of applicable salaries

2018 Capital Reserve Fund: Up to \$1,623,646

Capital Reserve – Bus Purchase: Up to \$150,000

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

**Motion:** Carter Chapman

**2<sup>nd</sup>:** Steven Mark

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following Business resolutions as presented:**

- Resolved, by the Naples Board of Education of the Naples Central School District, that the Retention and Disposition Schedule for New York Local Government Records (LGS-1), issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein, effective January 1, 2021.

Further Resolved, that in accordance with Article 57-A:

- (a) Only those records will be disposed of that are described in Retention and Disposition Schedule for New York Local Government Records (LGS-1), after they have met the minimum retention periods described therein;
  - (b) Only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.
- Resolved, that authorization be given as per Board of Education Policy #7132, for the daughter of Naples Central School employee Catherine Thayer, Sophia Grace, to be allowed to attend Naples Central School District on a tuition-free basis.
  - Resolved, that the Board of Education approves the following Budget Transfers:
    - \$13,000.00 from Account 1310-150-00-0000 to Account 2250-400-00-0000 to cover the cost of Director of Pupil Personnel tuition for 2020-2021.
    - \$34,000.00 from Account 1310-150-00-0000; \$4,000.00 from Account 5510-164-03-0000; \$6,000.00 from Account 5510-165-03-0000; and \$10,000.00 from Account 5510-166-03-0000 to Account 2815-450-01-0000 in the amount of \$18,000.00, to Account 2815-450-02-0000 in the amount of \$18,000.00, and to 1620-450-00-0000 in the amount of \$18,000.00 to cover unexpected COVID-19 related health and facility costs.

**Voting Yes:** 7

**Motion Carried**

**Voting No:** 0

**Motion:** Steven Mark

**2<sup>nd</sup>:** Carter Chapman

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following personnel item as presented:**

- Resolved, that the Board of Education approves the following resignations:
  - Lita Hazlett, School Bus Driver, with regret, effective July 21, 2020.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following probationary appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:
  - Carrie Grove, as a 1.0 FTE Teacher on Special Assignment, Instructional Specialist, effective July 1, 2020 and expiring on June 30, 2021. The certification area and status is Pre-Kindergarten, Kindergarten and Grades 1-6, Permanent. Salary for the 2020-2021 school year will be Step 23 of the 2020-2021 Salary Distribution Schedule – Masters.

- Gretchen Pulver, to a probationary term of three (3) years beginning on August 20, 2020 and expiring on June 30, 2023 as a 1.0 FTE Library Media Specialist, effective August 20, 2020. Eligibility for tenure at the end of the probationary period is dependent on the employee receiving APPR ratings of Highly Effective or Effective in at least three (3) of the four (4) preceding years and no Ineffective rating in the final year. The certification areas and status is Library Media Specialist. Salary for the 2020-2021 school year will be Step 13 of the 2020-2021 Salary Distribution Schedule – Masters. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.
- Resolved, that the Board of Education approves the request of Alyson Powers, Health Teacher, for an unpaid family leave of absence commencing from the end of her paid pregnancy related disability leave through on or around February 8, 2021, with benefits continuing throughout her leave as per leave as per the family medical leave act, anticipated delivery date on or around November 13, 2020.

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

**Motion: Carter Chapman**

**2<sup>nd</sup>: Maura Sullivan**

**Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following personnel item as presented:**

- Resolved, that the Board of Education approves the request for an unpaid leave of absence for Wendy Hall, Teacher Aide, from on or about September 21, 2020 through on or about November 23, 2020 or the return of Elementary Teacher Margaret Welch.
- Resolved, that the Board of Education approves the appointment of Wendy Hall, as Substitute Elementary Teacher, effective on or about September 21, 2020, and expiring upon the return of Margaret Welch to her position as Elementary Teacher plus one day, with all current benefits associated with her Teacher Aide position maintained throughout the time of her appointment as Substitute Elementary Teacher. The certification area and status is Childhood Education (Grades 1-6), Initial Certification and Students with Disabilities (Grades 1-6), Initial Certification. Salary for the 2020-2021 school year will be Step 1 of the 2020-2021 Distribution Schedule – Bachelors. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.

**Voting Yes: 6**

**Motion Carried**

**Voting No: 0**

**Abstain: 1 Jacob Hall**

**Motion: Thomas Hawks**

**2<sup>nd</sup>: Steven Mark**

There being no further business, the Regular Meeting of August 5, 2020 is hereby adjourned at 7:15 p.m.

**Voting Yes: 7**

**Motion Carried**

**Voting No: 0**

Dated this 5th day of August, 2020



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Pamela Jo Claes, District Clerk



## **Board of Education Auditor Report – August 2020 Board Meeting**

From April 1, 2020 – June 30, 2020 I have approved warrants 0164-0201 for a total amount of \$2,479,234.61 for the fourth quarter of the 2019-2020 fiscal year. The following errors have occurred and were corrected.

1. (2) missing electronic transfer confirmations - payroll

A total of 2 errors from 386 transactions (0.005%)

Respectfully submitted,



Evelyn Letta



Board of Education  
Fund Balance and Financial Reserve Plan Document  
Fiscal Year July 1, 2020 – June 30, 2021

*\*Recommended to the Board for adoption by the Board of Education on August 5, 2020\**

*The Naples Central School District Board of Education believes that there is a strong correlation between the long-term financial health of the school district and its ability to provide students the necessary services and facilities to meet its mission.*

## **MISSION STATEMENT**

*The Naples Central School District challenges and supports all students to develop their diverse talents and abilities in a safe environment with rigorous opportunities. Students will graduate with the skills and confidence needed to excel in their chosen pursuits.*

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## INTENDED USE OF RESERVES

Reserve funds, like other savings plans, are mechanisms for accumulating cash for future capital outlays and other allowable purposes. The practice of planning ahead and systematically saving for capital acquisitions and other contingencies is considered prudent management. Saving for future capital needs can reduce or eliminate interest and other costs associated with debt issuances. Similarly, certain reserve funds can be utilized to help protect the budget against known risks (a potential lawsuit) or unknown risks (a major ice storm).

Most reserve funds are established to provide resources for an intended future use. An important concept to remember is that a reserve fund should be established with a clear intent or plan in mind regarding the future purpose, use and, when appropriate, replenishment of funds from the reserve. Reserve funds should not be merely a “parking lot” for excess cash or fund balance. Local governments and school districts should balance the desirability of accumulating reserves for future needs with the obligation to make sure taxpayers are not overburdened by these practices. There should be a clear purpose or intent for reserve funds that aligns with statutory authorizations.

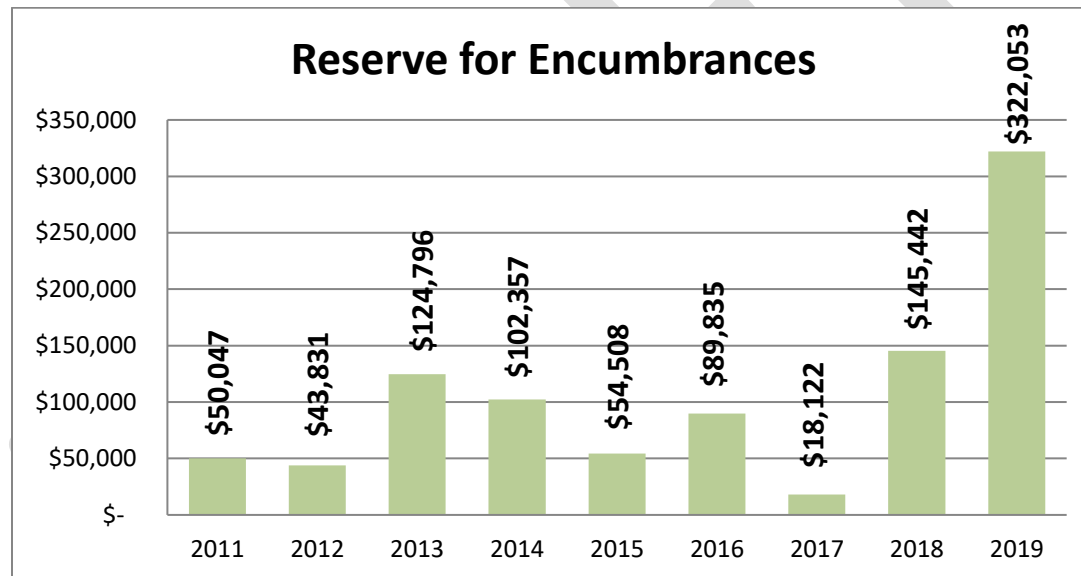
Each statute that authorizes a reserve fund sets forth a particular purpose for the fund. For example, provisions of the General Municipal Law (the GML) and the Education Law allow municipalities and school districts, respectively, to establish capital reserves for future equipment purchases and capital improvements. The GML also authorizes the establishment of an employee benefit accrued liability reserve for the payment of the monetary value of accumulated, unused leave time to employees upon separation from service. Planning today and saving incrementally for expected future events can help mitigate the financial impact of major, nonrecurring, or unforeseen expenditures on your annual operating budget. Establishing and funding allowable reserve funds for a clear purpose can help smooth out spikes in the annual budget and in the real property tax levy.

*Source: Office of the New York State Comptroller – Local Management Guide for Reserves <http://www.osc.state.ny.us/localgov/pubs/lmgg/reservefunds.pdf>*

## Reserve for Encumbrances

### Overview

A “Reserve for Encumbrances” is not a “reserve” in the traditional sense of reserves. This reserve is utilized to hold funds that are committed towards purchases or services from the prior fiscal year for which no balance sheet liability exists as the good or services have not been received or billed. This value will fluctuate from year to year depending on various factors like the regular ongoing purchasing cycle and supplier’s ability to deliver products in a timely fashion. Significant additions or deletions to this reserve at year-end can cause large fluctuations in overall fund balance. The District will try to minimize its use at year-end so that balances remain stable and consistent.



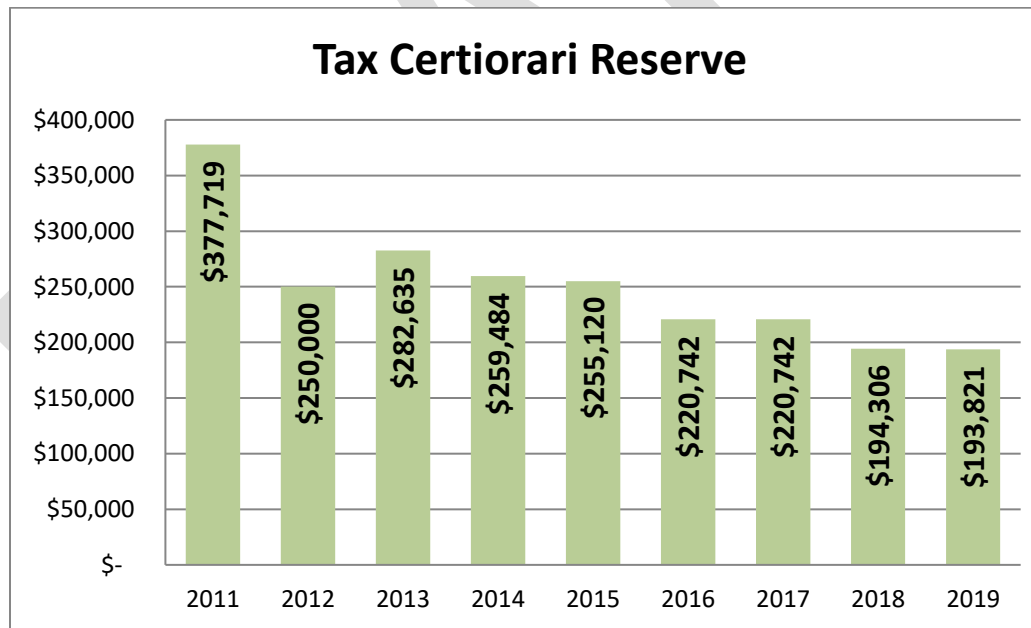
## **Tax Certiorari Reserve [EDN Article 74 §3651 (1-a)]**

### **Overview**

- Established by Board of Education resolution
- Voter approval is not needed to expend funds
- Utilized to pay judgments and claims arising out of tax certiorari proceedings
- Established in the amount which might be deemed reasonably necessary to pay judgments and claims
- Monies not used and/or are not reasonably required to pay judgments or claims are to be returned to the general fund on or before the first day of the fourth fiscal year following deposit into such fund
- Such monies shall be deemed reasonably required to pay any such judgment or claim if the proceeding or claim has not been finally determined, or otherwise terminated or disposed of after the exhaustion of all appeals

### **Analysis & Projected Needs**

The tax certiorari reserve was established by the Board of Education in September of 2008. The amount of the reserve, capped by the Board of Education, is not to exceed the amount of \$500,000. A portion of the District is situated on Canandaigua Lake, which contains lakefront properties that are assessed at high values in comparison to other district properties. As a result, the District is extremely dependent upon tax revenues received from these properties. Approximately 55% of the District's revenues are derived from the tax levy. Approximately 60% of the tax base is in the Town of South Bristol where most of the lakefront property is located, and tax certiorari proceedings are ongoing. Current economic conditions in the housing market present many unknowns and it is prudent for the District to protect itself against fluctuations that may occur. There are no current tax certiorari claims currently. However, in recent years, the estimated cost to the district, if all determinations had been granted in favor of the landowner, were over \$1M. Recently, all cases have either expired or settled. It is prudent to carry funds in this reserve given the uncertainty regarding claims. The District will continue to monitor and possibly increase this fund in future years to protect itself from major losses in tax revenue.





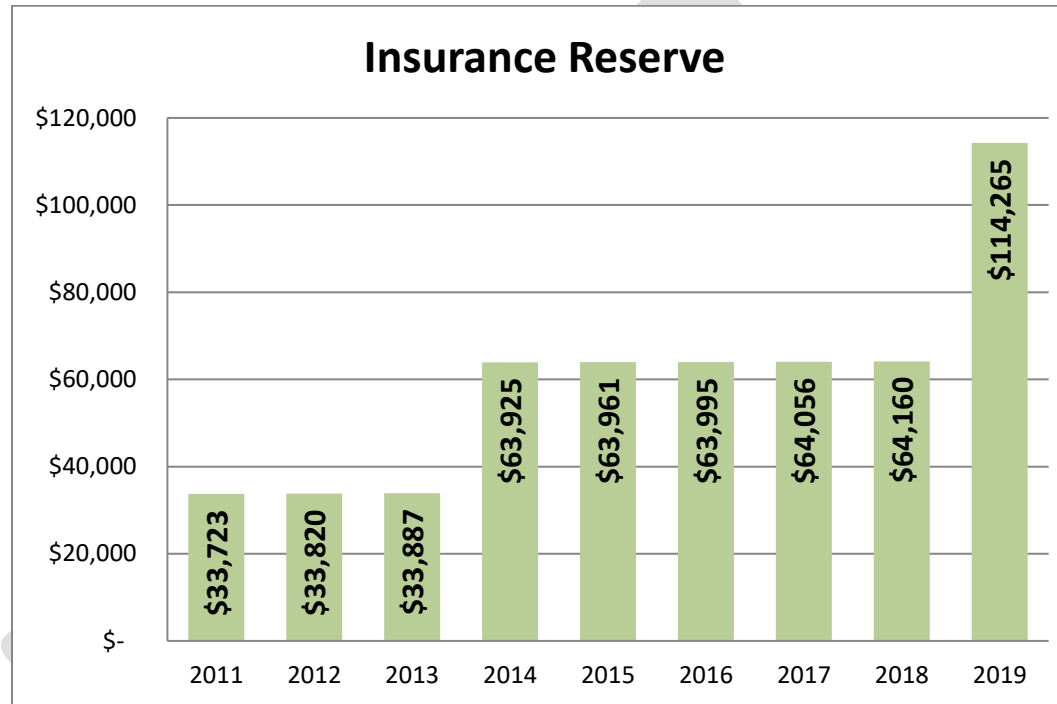
## **Insurance Reserve (GML Article 2 § 6-n)**

### **Overview**

- Established by Board of Education
- Funded by budgetary appropriations, transfers from other reserve funds as permitted by law, and such other funds as the school board may legally appropriate
- Contributions to the fund may not exceed 5 percent of the total budget for that year, or \$33,000, whichever is greater
- Voter approval is not needed to expend funds. A judicial approval is needed to pay settled or compromised claims exceeding \$25,000
- Upon determination that this fund is no longer needed the fund may be discontinued and transferred to another reserve fund as permitted by law

### Analysis & Projected Needs

The District will hold this reserve to fund losses, claims, actions, or judgments as they arise for those claims that are either not covered by insurance or are denied coverage by the insurance company. At 5% of budget, the current maximum amount that can be funded in this reserve is approximately \$1,015,000. However, there are no plans to increase this reserve at the present time.



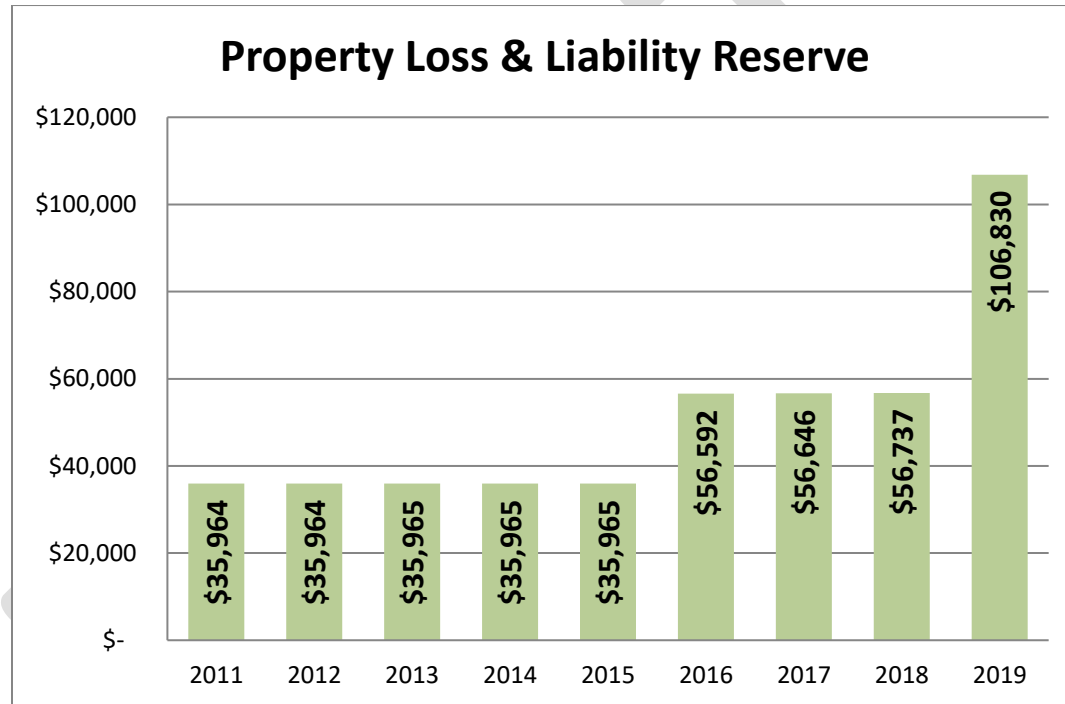
## **Property Loss and Liability Reserve [EDN Article 35 §1709 (8-c)]**

### **Overview**

- Established by Board of Education resolution
- May be established as separate funds
- Contributions to each fund may not exceed 3 percent of the annual budget, or \$15,000 per year whichever is greater
- Once established funds may not be reduced below amounts needed to cover incurred but unsettled claims other than for payments for which the funds were established
- May be expended without voter approval unless the funds are expended for a purpose other than the one for which it was established
- Utilized to cover property loss and other liability claims

### Analysis & Projected Needs

The District will hold this reserve to fund property loss claims that are either not covered by insurance or are denied coverage by the insurance company as they arise. At 3% of budget, the current maximum amount that can be funded in this reserve is approximately \$700,000 annually. However, there are no plans to increase this reserve at the present time. In 2016, the Liability Reserve was eliminated and the remaining balance of \$20,627 was rolled into the Property Loss & Liability Reserve.



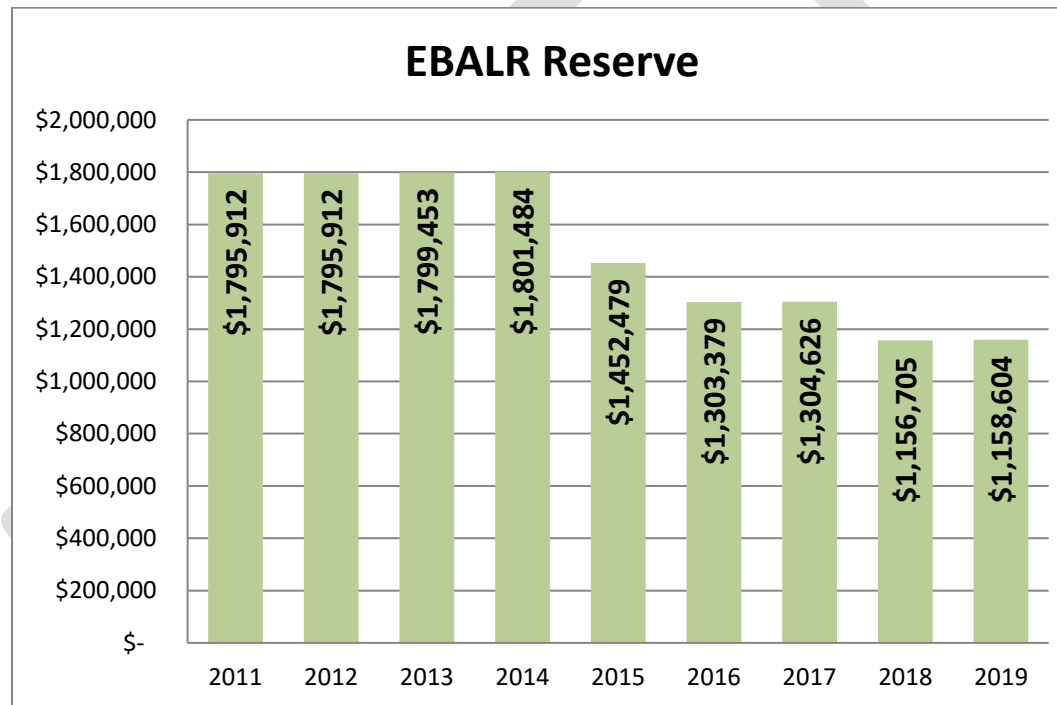
## **Employee Benefits Accrued Liability Reserve (GML Article 2 § 6-p)**

### **Overview**

- Established by Board of Education
- Funded by budgetary appropriations, transfers from other reserve funds as permitted by law, and other funds as the school board may legally appropriate
- Voter approval is not needed to expend funds
- Utilized to pay for accrued and accumulated but unused sick leave, personal leave, holiday leave, vacation time, and other benefits earned by employees and payable upon termination
- Upon determination that this fund is no longer needed the fund may be discontinued and funds may be transferred to another reserve fund as permitted by law
- Funds cannot be used to pay lump sum “retirement awards” calculated as a percent of an employee’s final salary and paid upon retirement under a collective bargaining agreement

### Analysis & Projected Needs

According to the audited financial statements, as of June 30, 2019 the District had an estimated future liability of \$3,143,747 for benefits paid to its employees upon termination of employment (compensated absences). This liability is largely made up of accrued sick leave benefits payable to employees in the form of health insurance premiums, at their daily rate, upon retirement from the District. As this liability represents a significant portion of the District's long-term obligations, the District continues to monitor this reserve and consider further funding if needed. For the 2019-2020 school year, the District did not appropriate funds from this reserve to support retiree health insurance benefits. The District does not anticipate appropriating additional funds from this reserve in the 2020-2021 budget.



## **Retirement (ERS/TRS) Contributions Reserve (GML Article 2 § 6-r)**

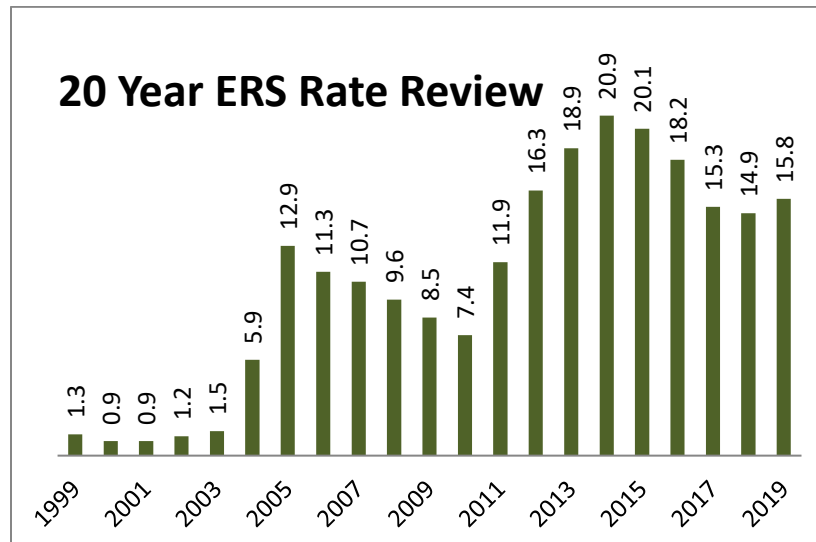
### **Overview**

- Established by Board of Education
- Funded by budgetary appropriations, revenues not required by law to be paid into other funds or accounts, transfers from other reserve funds as permitted by law, and such other funds as the board may legally appropriate
- Voter approval is not needed to expend funds
- A portion of the funds may be transferred to another reserve fund established pursuant to Education Law § 3651 following a public hearing conducted in the manner set forth by in law

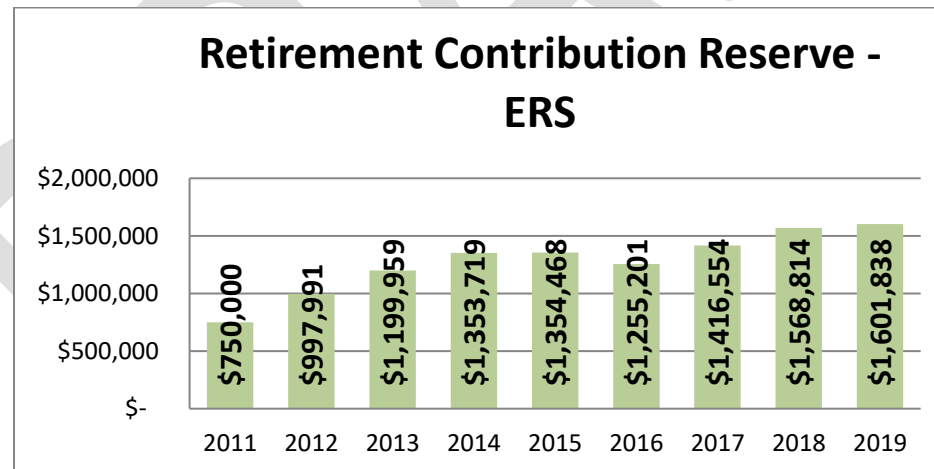
### **Analysis & Projected Needs**

The ERS portion of the Reserve was established by the Board of Education in September of 2009. In November of 2009, the Board resolved to place \$80,000, received by First Wind Energy, LLC, from the settlement of wind farm proceedings, in the ERS Reserve. In addition to this amount, the Board added \$220,000 at June 30, 2010 to further fund this reserve. Additional funding of this reserve can be viewed below. Because of the severe stock market declines in 2008, the NYSERS (New York State Employees' Retirement System) had steadily increased the employer contribution to ERS. Current market conditions will potentially, negatively effect and impact district contribution rates. Therefore, it will be prudent to monitor balances in this reserve. A recommendation to utilize a portion of end of year fund balance to increase this reserve may be made upon finalization of the summer 2020 independent audit.

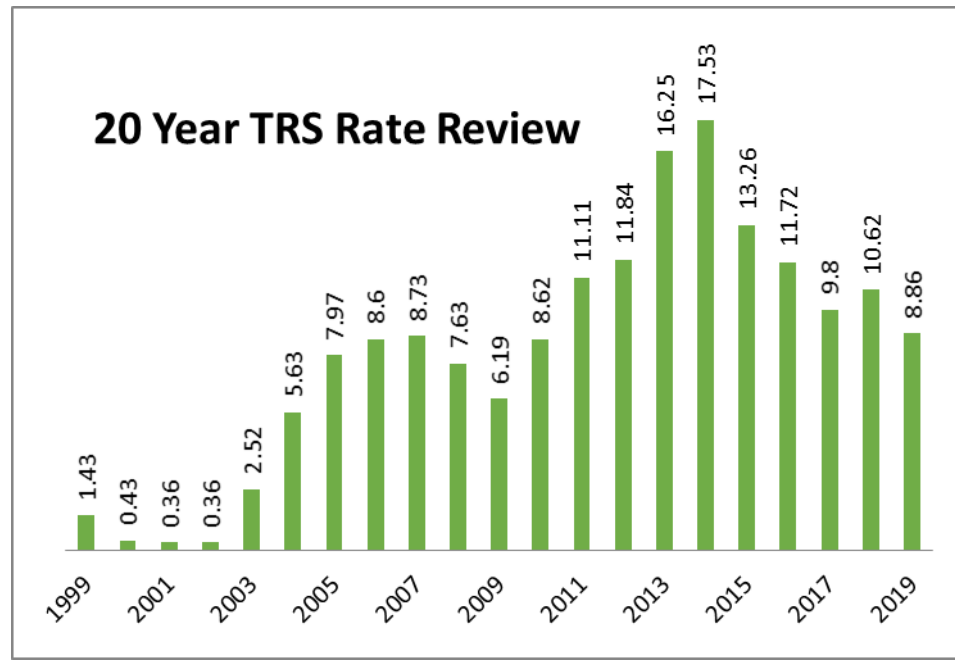
The TRS portion of this reserve was established June 30, 2019 in the amount of \$117,043. This is a newly legalized reserve and became law on June 30, 2019. School districts may fund the reserve by 2% of the previous year's instructional salary. Current market conditions may negatively effect and impact district contribution rates. Therefore, it will be prudent to monitor balances in this reserve. A recommendation to utilize a portion of end of year fund balance to increase this reserve may be made upon finalization of the summer 2020 independent audit.



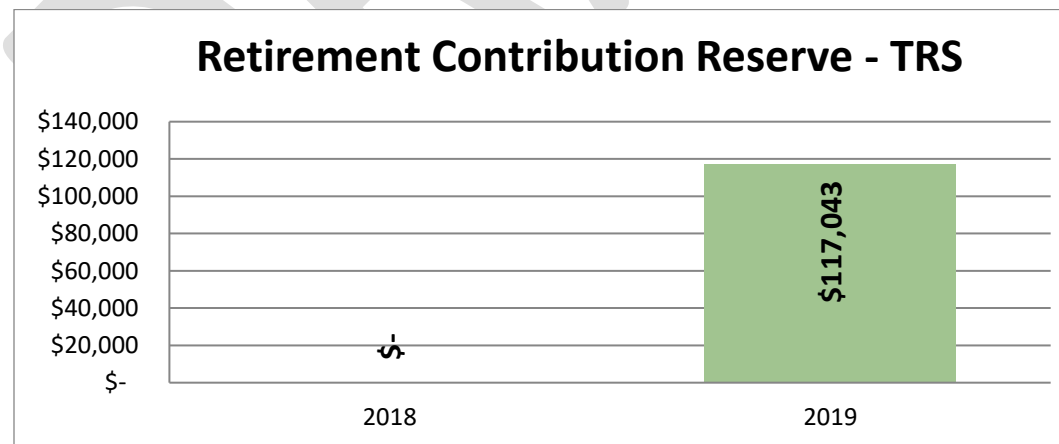
The District will utilize this reserve to mitigate the impact of ERS contributions in future years. The District will also use this reserve to protect its financial position in an era of uncertain state aid and property tax caps.







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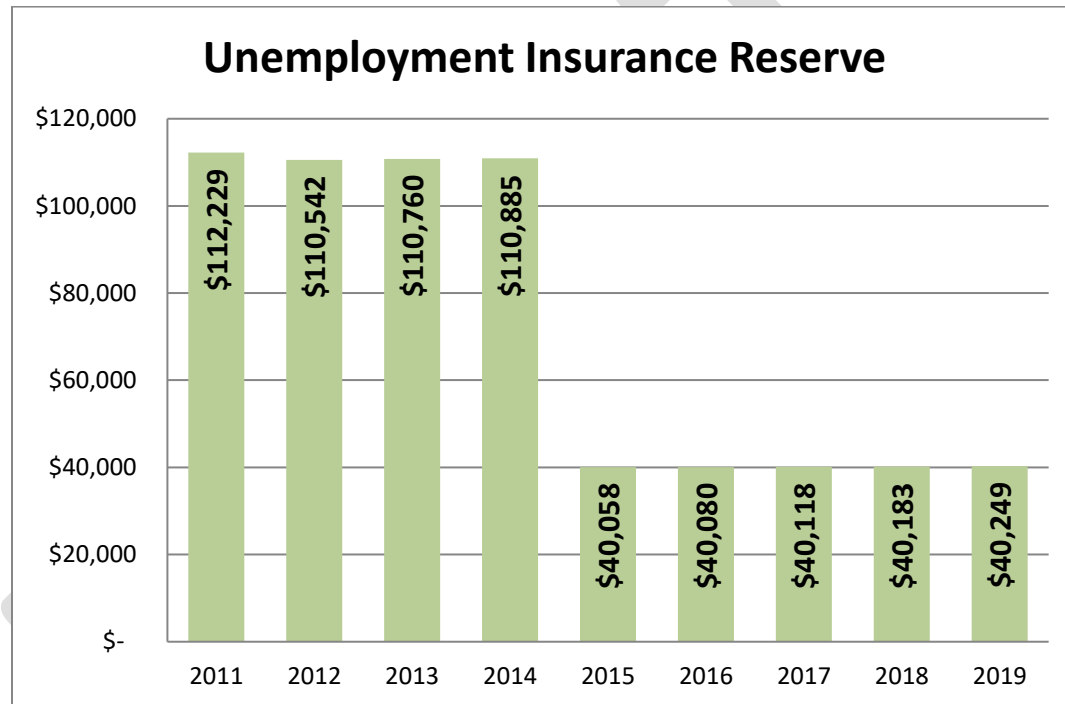
## **Unemployment Insurance Reserve (GML Article 2 § 6-m)**

### **Overview**

- Established by Board of Education resolution
- Funded by budgetary appropriations, amounts from any other fund authorized by this chapter by resolution subject to referendum, or other sums that may be legally appropriated
- Voter approval is not needed to expend funds
- Utilized to pay unemployment claims
- Excess funds may be transferred to other reserves authorized by General Municipal Law and Education Law sixty days before the end of the fiscal year

### Analysis & Projected Needs

The District is obligated to pay 100% of all unemployment claims granted by the NYS Department of Labor. The District will continue to monitor and possibly increase this fund in future years as reductions in force may be necessary to balance future budgets. However, during 2020-2021, this reserve will be revisited at the conclusion of the summer 2020 independent audit to determine if it is properly funded, given unprecedented unemployment rates and their potential effect on student enrollment.



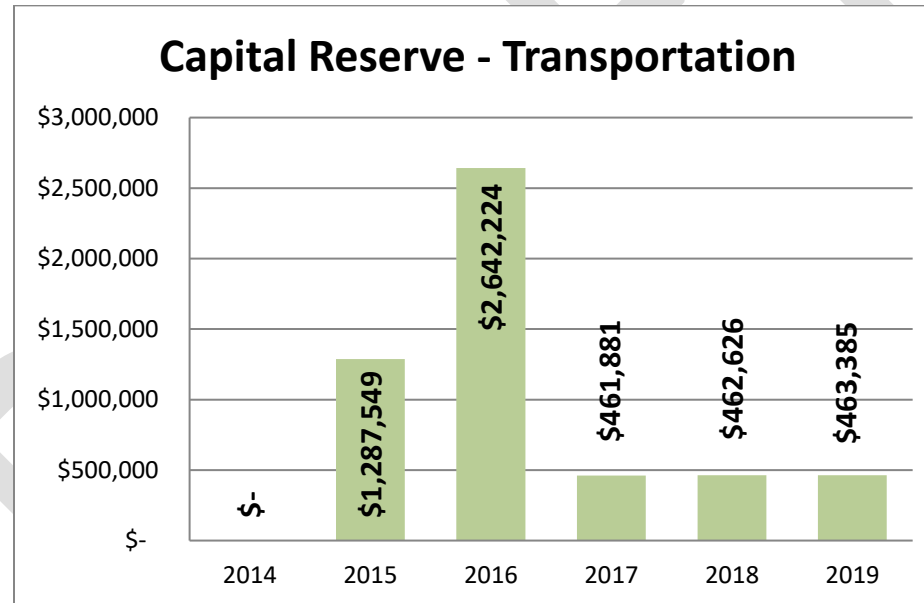
## **Capital Reserve - Transportation [EDN Article 74 § 3651 (1)]**

### **Overview**

- Established by voter approval
- States the specific purpose of the fund, the amount, the term of fund, and sources where fund is obtained e.g. budgetary appropriations, unappropriated fund balance, and New York State aid
- Utilized to pay for any object or purpose for which a school district may issue bonds pursuant to Finance Law
- Expended only with voter approval and for the purpose for which the fund was established
- Transferred to other funds only by voter approval
- May be liquidated by approval of voters if determined fund is no longer needed for the original purpose. Proceeds must be applied first to outstanding bond indebtedness than to tax levy

### Analysis & Projected Needs

The capital reserve for transportation was established by a positive vote of the Naples CSD taxpayers on the 19<sup>th</sup> of May 2015. The reserve is authorized to be funded up to \$3,000,000 plus earnings thereon. As of June 30, 2016, \$2,642,224 has been funded. The purpose of the reserve is to fund site work, additions to, reconstruction, and equipping of the transportation department. Due to the overwhelming amount of capital construction that is needed in the transportation building (as indicated in the five year building conditions survey) and the low building aid ratio of 63.7% (2018-2019 aid ratio) the Board of Education feels that this reserve is critical to its mission, is necessary to maintain health and safety for students and staff, is necessary to preserve facilities, and should be in place to protect tax payer investment. The Board will continue to fund this reserve in future years up to its maximum amount, if necessary. The fund has recently been utilized to support capital construction relating to the transportation facility. On June 30, 2020, the remaining balance will be closed out and transferred into the 2018 capital reserve fund.



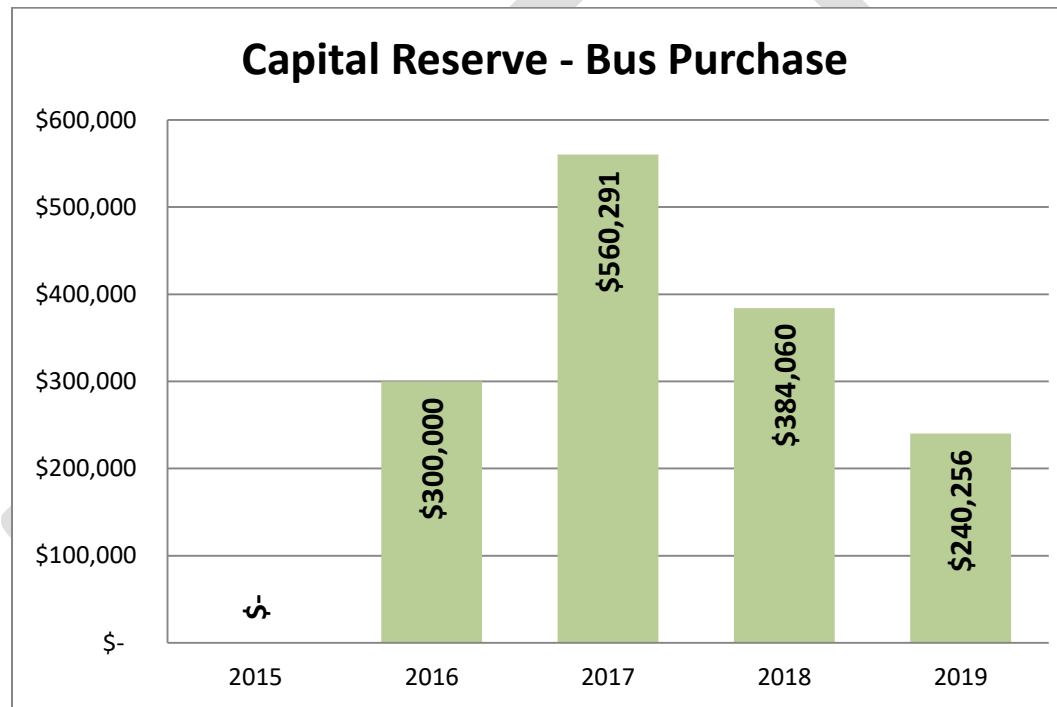
## **Capital Reserve – Bus Purchase [EDN Article 74 § 3651 (1)]**

### **Overview**

- Established by voter approval
- States the specific purpose of the fund, the amount, the term of fund, and sources where fund is obtained e.g. budgetary appropriations, unappropriated fund balance, and New York State aid
- Utilized to pay for any object or purpose for which a school district may issue bonds pursuant to Finance Law
- Expended only with voter approval and for the purpose for which the fund was established
- Transferred to other funds only by voter approval
- May be liquidated by approval of voters if determined fund is no longer needed for the original purpose. Proceeds must be applied first to outstanding bond indebtedness than to tax levy

### **Analysis & Projected Needs**

The capital reserve for bus purchase was established by a positive vote of the Naples CSD taxpayers on the 17<sup>th</sup> of May 2016. The reserve is authorized to be funded up to \$750,000 plus earnings thereon. As of June 30, 2018, \$560,291 has been funded. The purpose of the reserve is to finance in whole or part the cost of acquisition of transportation vehicles. Over the next three to five years, the district intends to fund and use this reserve (upon voter approval) to pay for buses. Currently, the district issues debt (borrows money) to pay for buses, thus paying interest on the purchases. Within five years, the district hopes to not rely on borrowing for purchasing buses. The Board will continue to fund this reserve in future years up to its maximum amount, if necessary.



## **Capital Reserve - 2018 [EDN Article 74 § 3651 (1)]**

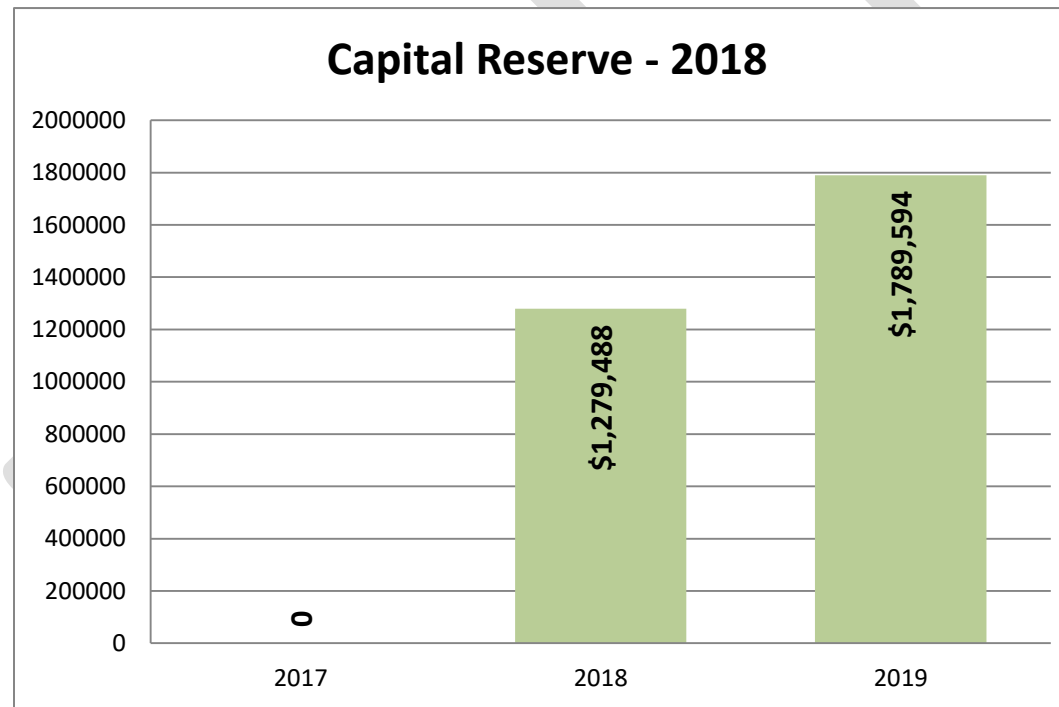
### **Overview**

- Established by voter approval
- States the specific purpose of the fund, the amount, the term of fund, and sources where fund is obtained e.g. budgetary appropriations, unappropriated fund balance, and New York State aid
- Utilized to pay for any object or purpose for which a school district may issue bonds pursuant to Finance Law
- Expended only with voter approval and for the purpose for which the fund was established
- Transferred to other funds only by voter approval
- May be liquidated by approval of voters if determined fund is no longer needed for the original purpose. Proceeds must be applied first to outstanding bond indebtedness than to tax levy



### Analysis & Projected Needs

This capital reserve was established by a positive vote of the Naples CSD taxpayers on the 15<sup>th</sup> of May 2018. The reserve is authorized to be funded up to \$5,000,000 plus earnings thereon. The purpose of the reserve is to fund site work, additions to, reconstruction, and equipping of its school buildings and facilities. Due to the overwhelming amount of capital construction that is needed and the low building aid ratio of 63.7% (2019-2020 aid ratio), the Board of Education feels that this reserve is critical to its mission, is necessary to maintain health and safety for students and staff, is necessary to preserve school buildings, and should be in place to protect tax payer investment. The Board will continue to fund this reserve in future years up to its maximum amount, if necessary. This reserve will encapsulate the funds in the Capital Reserve – Transportation Reserve and it is the goal of the Board to fully fund this reserve by June 30, 2021.



## **Debt Service Fund (GML §6-1)**

### **Overview**

According to the NYS Education Department:

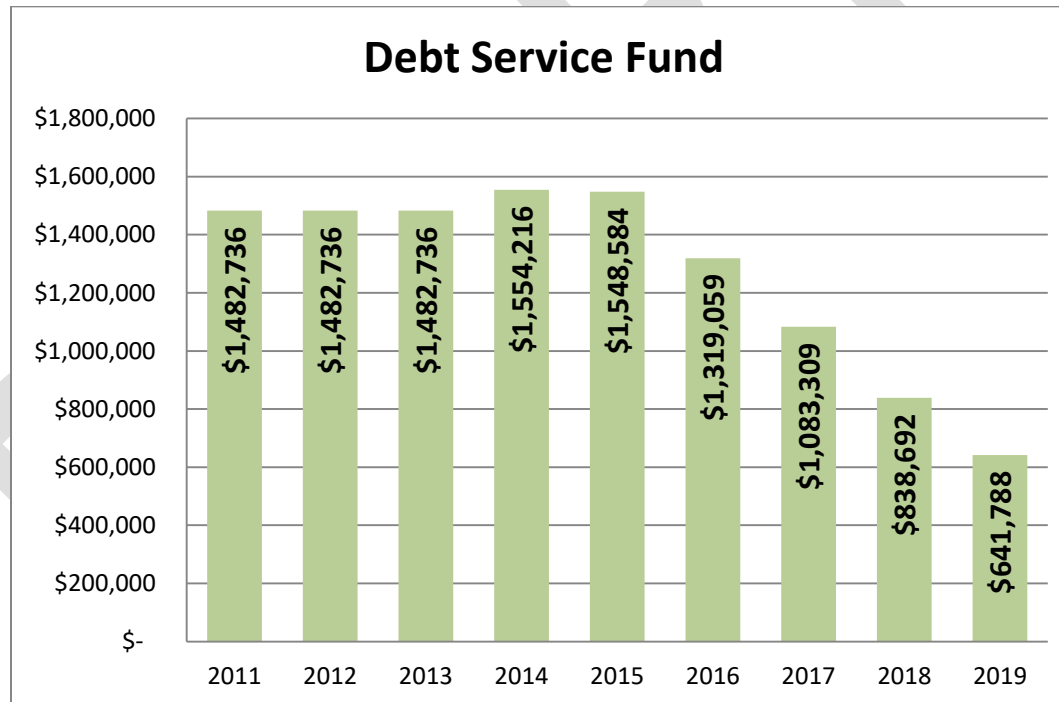
(<http://www.p12.nysed.gov/mgtserv/budgeting/handbook/otherfunds.html>),

“The use of this fund by school districts is optional except where a mandatory reserve for debt service is required as a result of having sold school property on which there is outstanding debt, or where unexpended proceeds of borrowings, earned interest, bond premium, or accrued interest are being retained to offset future payments on principal and interest.”

### Analysis & Projected Needs

For the Naples Central School District, the Debt Service Fund is mandatory as the fund is used to account for “unexpended proceeds of borrowings, earned interest, bond premium, or accrued interest”. Over the years, the district has borrowed funds for various projects. At the end of every project, the district is required to take unexpended funds and use them to offset the cost of debt service principal and interest payments in the general fund.

For the 2020-2021 school year, the district plans to use \$100,000 to offset debt service payments through the general fund. The district will continue to expend monies from this fund in future years in an attempt to slowly work this fund down to zero while keeping in mind that this “general fund revenue source” will need to be replaced with other sources when it is spent down.



### **Assigned Fund Balance/Reserve for Subsequent Year/Designated for Expenditures**

For the 2019-2020 school year, the District appropriated \$350,000 of prior year unassigned fund balance towards its budget. This represented approximately 1.7% of the budget. The District expects to return this amount to fund balance at the end of the fiscal year. Assigned Fund Balance will only be utilized as a last resort to meet expenditures if revenue does not cover expenses.

Given the economic uncertainty in the state economic climate, it is expected that in 2020-2021 the district may be forced to increase its reliance on assigned fund balance to meet expenses.

### **Unassigned Fund Balance**

Given the uncertainty in other revenue areas, particularly state aid, the district is considering holding unassigned fund balance more than the 4% limit for 2020-2021 (pending the outcome of the summer 2020 Audit Report)

	13/14	14/15	15/16	16/17	17/18	18/19
	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019
<b>Fund Balance</b>						
<b>Reserved</b>						
Reserved for Encumbrances	102,357	54,508	89,835	18,122	18,122	322,053
Tax Certiorari Reserve	259,484	255,120	220,742	220,742	220,742	193,821
Liability Reserve	20,605	20,616	-	-	-	-
Insurance Reserve	63,925	63,961	63,995	64,056	64,056	114,265
Property Loss Reserve & Liability Reserve	35,965	35,965	56,592	56,646	56,646	106,830
Employee Benefits Accrued Liability Reserve	1,801,484	1,452,479	1,303,379	1,304,626	1,304,626	1,158,604
Retirement Contributions Reserve (ERS and TRS)	1,324,719	1,354,468	1,255,201	1,416,554	1,416,554	1,601,838
Unemployment Insurance Reserve	110,885	40,058	40,080	40,118	40,118	40,249
Capital Reserve	1,177,408	1,400,000	1,400,757	211,793	211,793	1,789,594
Capital Reserve - Transportation	-	1,287,549	2,642,224	461,881	461,881	463,385
Capital Reserve - Buses			300,000	560,291	560,291	240,256
	<b>4,896,832</b>	<b>5,964,724</b>	<b>7,372,805</b>	<b>4,354,829</b>	<b>4,354,829</b>	<b>6,030,895</b>
<b>Unreserved</b>						
Designated for Expenditures (subsequent year)	850,000	750,000	650,000	550,000	550,000	350,000
Unassigned	789,796	780,130	789,435	796,773	796,773	827,991
	<b>1,639,796</b>	<b>1,530,130</b>	<b>1,439,435</b>	<b>1,346,773</b>	<b>1,346,773</b>	<b>1,177,991</b>
<b>Fund Balance &amp; Reserves at 6/30</b>	<b>6,536,628</b>	<b>7,494,854</b>	<b>8,812,240</b>	<b>5,701,602</b>	<b>5,701,602</b>	<b>7,208,886</b>
Debt Service Balance	1,554,216	1,548,584	1,319,059	1,083,309	1,083,309	841,788

## **SUMMARY OF FUND BALANCE ACCOUNTS**

### **NAPLES CSD RESERVE FUND STRATEGY**

Over time, the District prefers to continue to use conservative budgeting practices which, under normal circumstances, generally result in revenues exceeding expenditures at the end of the fiscal year. The District wishes to avoid draconian cuts in programs in the midst of the current economic crisis. The District anticipates several years of reduced state aid revenue and a contraction of the economy may lead to tax cap revenues being severely limited. Through the management of its reserves and carrying unassigned balance forward, the District hopes to achieve the following:

- Maintenance of educational programming during the current crisis
- Flexibility to adapt to new and changing expectations and regulations in the educational process due to COVID-19
- Cash flow in all funds that will continue to prevent the need to issue Revenue Anticipation Notes in the event state or federal aid is not paid in a timely fashion
- Cash flow in all funds that will allow for increased investment earnings
- The ability to take advantage of opportunities as they arise, relevant to school district operations, that could result in better efficiencies, facilities/capital improvements, and instruction that are a savings to taxpayers in the long run
- Consistencies and improvements in its educational program
- A long-term plan for preserving its infrastructure and school buildings through long-term planning in conjunction with the school architect and financial planning teams without significantly impacting the tax levy
- The ability to maintain and/or improve its bond rating which will save taxpayers money at both the local and state level

In terms of its mission and responsibility to manage its fiscal affairs prudently the Board of Education considers all the goals above to be critical to its philosophy in managing reserves.

## **Long Term Plan for Use of Fund Balance 2020-2023**

### **6/30/20**

- Excess Revenue over Expenditures: \$1,500,000
- Assume Designated from Debt Service \$150,000
- Add up to \$136,566 to Retirement Contributions (ERS/TRS) Reserve
- Add up to \$1,800,000 to Capital Reserve
- Possibly exceed the 4% unassigned fund balance cap given the current economic uncertainty due to COVID-19
- Consider adding to Unemployment Reserve based on enrollment and COVID-19

### **6/30/21**

- Excess Revenue over Expenditures: \$850,000
- Transfer from Debt Service to General Fund: \$100,000
- Add up to \$140,000 to Retirement Contributions (TRS) Reserve
- Fully fund the 2018 capital reserve
- Possibly exceed the 4% unassigned fund balance cap given the current economic uncertainty due to COVID-19

### **6/30/22**

- Excess Revenue over Expenditures: \$550,000
- Transfer from Debt Service to General Fund: \$100,000
- Add up to \$150,000 to Retirement Contributions (TRS) Reserve
- Possibly exceed the 4% unassigned fund balance cap given the current economic uncertainty due to COVID-19

### **6/30/23**

- Excess Revenue over Expenditures: \$450,000
- Transfer from Debt Service to General Fund: \$75,000
- Add up to \$160,000 to Retirement Contributions (TRS) Reserve
- Establish through voter referendum, a new capital reserve to be funded up to \$5,000,000. Assign up to \$1,000,000 to newly established capital reserve

### **6/30/24**

- Excess Revenue over Expenditures: \$450,000
- Transfer from Debt Service to General Fund: \$75,000
- Add up to \$160,000 to Retirement Contributions (TRS) Reserve
- Assign up to \$1,000,000 to newly established capital reserve

**NAPLES CENTRAL SCHOOL**  
136 NORTH MAIN STREET  
NAPLES, NEW YORK 14512



**Memorandum of Understanding  
for Agencies Collaborating on the  
Finger Lakes Child Abuse Response Team/  
Multidisciplinary Child Abuse Team of Ontario County, NY**

The Finger Lakes Child Abuse Response Team/ Multidisciplinary Child Abuse Team (FLCART/MDT) is a multi-agency effort coordinated and facilitated by the Child Advocacy Center of the Finger Lakes (CACFL).

The attached "Finger Lakes Child Abuse Response Team (FLCART)/ Multidisciplinary Team Protocol for Child Abuse Investigations" incorporated in this Memorandum describes the policy, purpose, procedures, and structures for the MDT and the resource commitments and responsibilities of each collaborating agency.

By signing this Memorandum, each collaborating member agrees to participate in the MDT according to the Protocol, to the best of their abilities.

It is further agreed this Memorandum will be in effect for one calendar year, July 1, 2020 through June 30, 2021, and that the Protocol and resource commitments of each collaborating agency will be reviewed on an annual basis.

**Partner Agency: Naples School District**

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Matthew T. Frahm  
Superintendent

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Date

Approved by the Naples Board of Education: August 5, 2020



THIS AGREEMENT (this "Agreement") made September 1, 2020, by and between the COUNTY OF ONTARIO, a municipal corporation organized and existing under the laws of the State of New York, having its county seat and principal offices at 20 Ontario Street, Canandaigua, New York 14424, hereinafter referred to as the "County", and, NAPLES CENTRAL SCHOOL an educational corporation organized and existing under the laws of the State of New York having its principal offices at 136 MAIN STREET NAPLES, NY 14512, hereinafter referred to as the "School." The County and the School are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

W I T N E S S E T H:

WHEREAS, the School desires the services of a school resource officer ("SRO") in an attempt to deter criminal behavior through positive interactions with students during school hours; and

WHEREAS, the County, through its Sheriff's Office, desires to provide the School with a SRO; and

WHEREAS, the School and the County recognize the potential outstanding benefits of the SRO Program to the citizens of the School; and

WHEREAS, it is in the best interests of the School, the County, and the citizens of the School to establish this program; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School and the County hereby agree as follows:

1. **TERM.** The term of this Agreement shall be September 1, 2020, to June 30, 2021.
2. **TERMINATION.** This Agreement may be terminated at any time by either party upon the giving of ninety (90) days written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement; or without cause upon one hundred eighty (180) days written notice. In the event this Agreement is terminated, compensation will be made to the County for all costs actually incurred in performing the services to the date of termination. The School shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of such termination.
3. **SCOPE OF SCHOOL RESOURCE OFFICER PROGRAM.** The SRO Program is designed to provide education, law enforcement and counseling to school students. It is an attempt to deter criminal behavior through positive interactions with students during school hours. The SRO will work with the School community to promote a safe learning environment for all students. It is the intention of the parties over the life of this Agreement to collaborate on the issues of recruitment, on-boarding and training of an SRO; evaluation of data and effectiveness; and receipt of feedback from constituents, in a manner consistent with the Local Implementation Rubric adopted by the U.S. Department of Justice and the U.S. Department of Education under their Joint Safe School-based Enforcement through Collaboration, Understanding and Respect (SECUR-e) program.
4. **RIGHTS AND DUTIES OF COUNTY SHERIFF.** The County Sheriff shall assign one (1) SRO to the School as follows:
  - a. The SRO shall be assigned to the School for the number of hours defined in Schedule A attached hereto and made a part hereof for the period of this Agreement. During the SRO's daily tour of duty, the SRO may be off-campus performing such tasks as may be required by his/her assignments.

- b. The SRO may be temporarily reassigned by the County Sheriff when deemed necessary at the sole discretion of the County Sheriff. Should such reassignment occur, any hours spent by the SRO on County business outside the duties as SRO shall not be billed to the School.
- c. Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor and the School administrator. These adjustments should be approved prior to the adjustment being required and should be to cover scheduled school-related activity requiring the presence of a SRO.
- d. The SRO will be off-campus for in-service and other training required. The SRO will not be available to the School from July 1 through August 31.
- e. The SRO, if requested to work any hours in addition to that defined in Schedule A by School administration for security, sporting events and other special projects, shall be paid by the School as provided in Paragraph 7.1 of this Agreement.

5. **DUTIES OF SCHOOL RESOURCE OFFICERS.** Instructional responsibility of the SRO at the School is as follows:

- a. The SRO shall act as an educator, counselor and police officer.
- b. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the principal or member of the faculty.
- c. The SRO shall make available to the School faculty and students a variety of law related presentations.
- d. The SRO shall coordinate all of his/her activities with the School principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the School.
- e. The SRO shall develop expertise in presenting various subjects to the School students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.
- f. The SRO shall encourage individual and small group discussions with School students, based upon material presented in class to further establish rapport with the students.
- g. The SRO shall make himself/herself available for conference with School students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention.
- h. The SRO shall become familiar with all School community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff at the School.
- i. The SRO shall assist the School principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on the School campus or during School sponsored events.
- j. The SRO shall take law enforcement action as required by law. As soon as practicable, the SRO shall make the principal of the School aware of such action. At the principal's request and upon final approval by the County Sheriff, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related School functions, to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise the School principal before requesting additional police assistance on the School campus.
- k. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her School assignment, whenever necessary and authorized by the County Sheriff.
- l. The SRO may be assigned non-campus investigations relating to runaways that attend the School to which the SRO is assigned.
- m. The SRO shall maintain detailed and accurate records of the operation of the SRO Program, and

shall make them available to the School principal or superintendent if required by law.

- n. The SRO shall not act as a School disciplinarian. However, if the School principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO is not to be used for regularly assigned lunchroom duties, hall monitoring, bus duties or other monitoring duties. If there is a problem in one of these areas, then the SRO may assist the School until the problem is solved. This paragraph however, shall not be interpreted to restrict the SRO's rights and responsibilities as a law enforcement officer for the County.

**6. RIGHTS AND DUTIES OF THE SCHOOL.**

- a. The School shall provide to the SRO the following materials and facilities, which are deemed necessary for the performance of the SRO's duties:
  - i. Access to an air-conditioned and properly lighted private office which office shall contain a telephone which may be used for general business purposes.
  - ii. A location for files and records which can be properly locked and secured.
  - iii. A desk with drawers, a chair, work table, filing cabinet and office supplies.
  - iv. Access to a computer and/or secretarial assistance.

**7. PAYMENT.**

- a. The School shall compensate the County in accordance with Schedule A attached hereto and made a part hereof. The County shall invoice the School quarterly upon execution of this Agreement and the School shall submit payment within thirty (30) days of receipt of each invoice. Any overtime costs shall be billed monthly by the County on separate invoices and shall be paid by the School within thirty (30) days.

- 8. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER.** The SRO shall remain an employee of the County Sheriff's Office, and shall not be an employee of the School. The School and the County acknowledge that the SRO shall remain responsive to the chain of command of the County Sheriff who shall have sole control and authority over such SRO.

- 9. APPOINTMENT OF SCHOOL RESOURCE OFFICERS.** SRO applicants must meet the following requirements and be acceptable to the School:
- a. The applicant must be a volunteer for the position of SRO.
  - b. The applicant must be a County Deputy Sheriff.
  - c. The applicant must possess job knowledge, experience, training, education, and appropriate appearance, attitude, communications skills and demeanor.

**10. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICER.**

1. In the event the principal of the School feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the School Superintendent that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the School Superintendent shall advise the County Sheriff of the principal's request.
2. If the County Sheriff so desires, then the School Superintendent and Sheriff shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the School may be required to be present.
3. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the County Sheriff, then the SRO shall be removed from the program at the School.
4. The County Sheriff may dismiss or reassign the SRO based upon County Department Rules and

Regulations governing special assignments and/or general orders and when it is in the best interest of the people of the School.

5. In the event of the resignation, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the County Sheriff may provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. However, the County may terminate this Agreement if no suitable replacement can be found.

11. **NOTICES.** Any and all notices of any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Ontario County Sheriff	Naples Central School District
Kevin M. Henderson	Matthew Frahm, Superintendent
74 Ontario Street	136 North Main Street
Canandaigua, NY 14424	Naples, NY 14512

Ontario County Attorney  
Holly Adams  
20 Ontario Street  
Canandaigua, NY 14424

12. **GOOD FAITH.** The School, the County, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. The School Superintendent and the County Sheriff or their designees shall endeavor to resolve any difficulties or questions by negotiation.
13. **MODIFICATION.** This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.
14. **NON-ASSIGNMENT.** The School shall not assign or transfer this agreement to any other person or corporation without the previous consent, in writing, of the Chairman of the Ontario County Board of Supervisors.
15. **SEVERABILITY.** In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.
16. **CONTRACT INTEREST.** No officer or employee of the County, who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating,

making, accepting or approving this contract, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity and on behalf of the County to exercise any supervisory or administrative function in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

17. **INDEMNIFICATION.** The Parties agrees to the fullest extent of the law:

- a. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the School shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School or third parties under the direction or control of the School; and
- b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the School by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.
- c. That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the School district, the County shall indemnify and hold harmless the School district, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the School district or third parties under the control of the District; and
- d. To provide defense and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly referred to in subparagraph (c) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the county by the School district of the School district's receipt of a Notice of Claim, service of process or other demand or claim.
- e. The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

18. **ENTIRE CONTRACT AND INCORPORATION.** This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the matter of this contract, are hereby superseded.

19. **SPECIAL RELATIONSHIP.** This Agreement does not create a "special relationship." Specifically, this Agreement is not:

1. an assumption by the County of an affirmative duty to act on behalf of a party who was injured;
2. knowledge on the part of the County's agents that inaction could lead to harm;
3. some form of direct contact between the County's agents and the injured party; and
4. evidence of a party's justifiable reliance on the County's affirmative undertaking.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective

seals to be hereunto affixed by their duly authorized officers the day and year first above written.

## SCHEDULE A - Naples

		2020-2021	
		Cost	
		Annual	1 PT SRO Per hour
[1]	Gross Salary	\$35,724	
[2]	Fringe Benefits	\$3,626	
	Subtotal Salary & Fringe at 100%	\$39,350	
	<b>Annual Cost of Salary, &amp; Benefits</b>	<b>\$39,350</b>	
	<b>Hourly Cost of Salary, &amp; Benefits</b>		<b>\$37.84</b>
[3]	<b>Overtime Hourly Cost of Salary, &amp; Benefits</b>		<b>\$56.75</b>
	<b>Annual Estimated Cost for SRO</b>	<b>\$39,350</b>	
	Anticipated School Cost - 1040 hours		\$39,350

[1] Salary based on current contract - at step 8 for Part time County Police Officer.

[2]	Benefits paid on Gross Wages for PT Deputy Jaus	2019
	FICA	7.65%
	WC	2.50%
	Retirement	0.00%
	Health Ins.	0.00%
		10.15%

[3] Overtime incurred by PT SRO for School related activities to be billed at the overtime rate.





## **MEMORANDUM OF AGREEMENT**

THIS IS AN AGREEMENT, entered into by and between NAPLES CIVIL SERVICE EMPLOYEES' ASSOCIATION (hereinafter sometimes referred to as "Association") and the NAPLES CENTRAL SCHOOL DISTRICT (hereinafter sometimes referred to as the "District"), collectively referred to as the "parties".

WHEREAS, the parties have met to discuss alternative scheduling for twelve-month employees for August 1, 2020 through August 14, 2020; and

WHEREAS, the parties have reached a negotiated settlement to resolve this matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

WHEREAS, each party hereto has freely consented to enter into and to be bound by this Agreement, with such consent not having been induced by fraud, duress, or any other undue influence; and

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree as follows:

1. The parties agree that in consideration of ongoing health concerns related to COVID-19; no in-person summer school classes; no community activities scheduled for August of 2020; and in an effort to reduce utility costs, twelve-month employees will be offered the option to work four ten-hour days; or working five eight-hour days with Fridays worked remotely where feasible; or flexing their time Monday through Thursday and working the remainder of their hours remotely on Friday; or to decrease their work hours for the month of August, working their regular hours Monday through Thursday and taking Friday as an unpaid day. Each option must be approved by the District.
2. The parties further agree that vacation days used by any twelve-month employee working four ten-hour days per week will be counted as eight hours and the additional two hours per day will be covered by personal time; unpaid time; or the use of sick time. The use of sick time will be allowed for August 1, 2020 through August 14, 2020 only, and only in the event you are using sick time to cover the additional two hours for a vacation day.
3. This constitutes the full and complete agreement between the parties. This Agreement shall be effective August 1, 2020.

4. The parties agree that the invalidity or unenforceability of any provision hereto shall in no way affect the validity or enforceability of any other provision.
5. No provision or provisions of this Agreement may be added to, deleted or modified in any manner unless in writing signed by all the parties hereto.
6. This Agreement and the terms and conditions contained herein shall not establish a practice, past practice or precedent.

**FOR THE DISTRICT:**

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Matthew T. Frahm  
Superintendent

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Jacob Hall,  
President, Board of Education

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Date

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Date

**FOR THE ASSOCIATION:**

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Madalene Guererri  
President

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Paul Peters  
Labor Relations Specialist

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Date

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Date

**NAPLES CENTRAL SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT**

It is hereby agreed by and between the Board of Education of the Naples Central School District located in Ontario County in the State of New York (hereinafter called the "Board") and Matthew Frahm (hereinafter called the "Superintendent") in accordance with the action of the Board of Education as found in minutes of the meeting held on August 5, 2020 as follows: Both parties agree that the Superintendent shall continue to perform the duties of Superintendent of Schools in and for the public schools in said district as prescribed by the laws of the state of New York and by the rules and regulations made thereunder by the Board of said district and they enter into this contract pursuant to Education Law Section 1711 to set forth their agreement regarding the terms and conditions of the Superintendent's employment effective July 1, 2020.

WITNESSETH:

In consideration of the conditions, covenants and terms herein contained, it is mutually agreed as follows:

**1. Employment as Superintendent:**

The Superintendent shall be the Chief Executive Officer of the District and shall perform all the duties and accept all the responsibilities required of a Superintendent in this District or a similar district pursuant to the provisions of the Education Law of the State of New York and shall be responsible to the Board of Education of said District.

**2. Terms of Employment:**

Except as provided in sections 13 and 14 of this contract, the duration of the Superintendent's employment by the District shall be for a period of five (5) years commencing July 1, 2020 and continuing through June 30, 2025. No later than June 30, 2024, the Board shall meet to consider extending the term of this contract for an additional period of time with the consent of both parties. Upon reaching such agreement a motion to extend the term of this contract for such a period shall be moved, seconded and voted upon by the Board.

### **3. Certification and Full-Time Employment:**

The Superintendent shall furnish throughout the life of this contract, a valid and appropriate certificate as defined in the Regulations of the Commissioner of Education to act as Superintendent in the State of New York. The Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of his contract. However, the Superintendent, by agreement with the Board, may undertake speaking engagements, writing, lecturing or other professional duties and obligations with or without remuneration.

### **4. Duties and Authority of the Superintendent:**

The Superintendent agrees to perform such duties as Superintendent of the Naples Central School District as are now or may hereafter, during the course of this contract, be prescribed the Education Law of New York, the rules and regulations of the Commissioner of Education, Acts of the United States of America or Statutes of the State of New York. In addition, the Superintendent shall exercise such other rights and powers and shall perform such other duties as are or hereafter shall be enjoined upon his by the Board of Education of the Naples Central School District, including, but not limited to the following:

- (a) Administer and supervise the Naples Central School District within the framework of the policies of the Board of Education.
- (b) Make recommendations on curriculum planning or revision of curriculum to the end that policies and procedures of the Board of Education may be implemented.
- (c) Keep the Board of Education advised on matters pertaining to the administration of the Naples Central School District with particular emphasis on matters relating to curriculum, discipline, personnel relations and finances.
- (d) Make recommendations to the Board of Education as to organization and/or reorganization of the administration of instructional programs, business affairs and administrative staff of the Naples Central School District, which seems to best meet the needs of the District.
- (e) Be responsible for recruiting both teaching and non-teaching personnel for vacancies and conduct interviews and make investigations of applicants for such positions.

- (f) Recommend to the Board of Education for appointment, tenure, dismissal and the placement and transferring of all personnel.
- (g) Prepare notice of an agenda for all meetings of the Board of Education and committees thereof, together with information, comments and recommendations when requested by the Board of Education or committees thereof, and/or when deemed appropriate in the judgment of the Superintendent.
- (h) Any additional duties assigned to the Superintendent of Schools by the Board of Education shall be consistent with the duties normally associated with the position of superintendent of schools in a school district in the State of New York.
- (i) In accordance with Section 211-b(S) of the Education Law, the Superintendent shall cooperate fully with any distinguished educator appointed by the Commissioner of Education pursuant to Section 211-c of the Education Law.

#### **5. Attendance at Board Meetings:**

The Superintendent shall be notified of and shall have the right to attend all meetings of the Board of Education, including executive sessions of the Board, except that the Board may exclude the Superintendent from any portion of a meeting during which it is discussing the performance of the Superintendent or his salary or benefits.

#### **6. Compensation:**

The annual salary for the Superintendent commencing July 1, 2020 through June 30, 2021 shall increase 2.5%. His compensation for the remaining years of the contract shall increase 2.5% annually. Such compensation shall be paid to the Superintendent on the days established by the Board of Education for the payment of employee salaries and shall be subject to the provisions and requirement of Article II of the Education Law of the State of New York, relative to the State Teacher's Retirement System.

Throughout the term of this contract, the Superintendent will be released from his obligations upon submission of his written resignation to the Board at least sixty (60) days prior to his leaving.

## **7. Other Benefits:**

The Board of Education agrees to provide the following benefits to the Superintendent of Schools.

### **A. Health Insurance:**

The District will provide the Superintendent with the Blue Cross and Blue Shield Blue Point 2 Plan, with a \$5-15-30 Drug Co-Pay, or a mutually agreeable alternative health plan. For Blue Point 2 the Superintendent will contribute 12% of the total annual premium unless otherwise agreed. The District will offer a yearly enrollment window in its health plans and the Superintendent may switch plans at that time without any penalty.

#### **Effective July 1, 2018 High Deductible Plan**

Also available to the Superintendent will be the following high deductible plan:

- Healthy Blue \$1,500/\$3,000 High Deductible Health Plan (HDHP) \$5/\$35/\$70 Rx.
- The District will pay 100% of the premiums.
- At first-time enrollment in the HDHP plan, the District will make a one-time contribution of 100% of the deductible to the Superintendent's Health Savings Account (HSA) within the first thirty (30) days of first-time enrollment.
- In all subsequent years of enrollment in the HDHP plan, the District will make an annual contribution of 75% of the deductible to the Superintendent's Health Savings Account (HSA) on January 1.

The district will offer a yearly enrollment window for its health plans and the Superintendent may switch plans at that time without any penalty.

If the Superintendent is otherwise covered by health insurance, in lieu of this payment towards premiums the Superintendent may receive a payment of \$750 if eligible for single coverage or \$2,000 if eligible for two persons or family coverage.

### **Health Insurance in Retirement:**

After ten (10) years employment by the District (including all prior employment) at the time of the Superintendent's retirement as per TRS requirements, the District shall provide full payment of retiree health insurance (family or individual coverage as the Superintendent chooses) in an amount equal to value of the number of the Superintendent's unused sick days at the time of his retirement at the rate of 1/240<sup>th</sup> of the then current salary, until exhaustion

of the dollar amount of unused sick leave, after which the District will provide fifty (50%) of the premium for individual coverage, except for dental coverage, for the retired Superintendent for life. The Superintendent has the option of applying the dollar amount equivalent to 50% of the individual coverage to offset family coverage at his option. If the Superintendent predeceases his spouse the surviving spouse will be entitled to continue under the district health plan by continuing to use the Superintendent's accumulated sick leave account for the purpose of purchasing health insurance (including dental insurance) until exhaustion of the dollar amount of the unused accumulated sick leave after which time the surviving spouse may continue under the district health plan by paying 100% of the premium for individual coverage. The Superintendent and his spouse will be eligible for the least costly of either the \$5-15-30 copay prescription drug rider or the drug rider in effect for administrators in the District.

#### **B. Dental Insurance:**

Dental coverage will be provided through the District's plan to the Superintendent and any dependents, upon filing a written request for the same, using yearly updated allowances based on usual, customary and reasonable charges.

#### **C. Flexible Benefits Plan:**

The District will continue to provide a flexible benefits plan for the voluntary contribution by the Superintendent, to be used for those areas allowable by law (payment of health insurance premium, non-reimbursed medical, dental, eye care costs and dependent care payments).

#### **D. Medical Reimbursement Plan:**

The District will make a contribution of \$700/year for the Superintendent if participating in a District offered health insurance plan, with the exception of enrollment in the high deductible plan, each school year to a Medical Reimbursement Plan (Section 105).

If the Superintendent does not receive health insurance from the District, he will lose the \$700 Medical Reimbursement Plan, but will have the health insurance buyout increased by \$700.

This provision is subject to all State and Federal Income Tax Laws and Regulations.

**E. 403(b) Plan:**

The Board shall contribute, as an employer's non-elective contribution, Two Thousand Five Hundred Dollars (\$2,500.00) per year, for each year of this contract and any year that this contract is extended, into the tax-sheltered annuity consisting of a 403(b) I.R.C. plan and/or 457 I.R.C. plan, of the Superintendent's choice. This annual contribution shall be made in twelve (12) equal or nearly equal monthly installments.

**F. Technology:**

The District shall pay and/or reimburse up to \$2,000 per year for the technology purchases/expenses of the Superintendent, including but not limited to cellular phone usage and computers.

**G. Sick Leave:**

The Superintendent shall be credited with all of the unused days of fully paid sick leave which have accrued to him while employed previously by the District. In addition, the Superintendent shall continue to accrue twelve (12) days of fully paid leave each July 1 while this contract is in effect. Five (5) of these sick leave days may be used for: personal illness, physical or mental disability of the Superintendent, or illness or death in the family, or emergencies. "Family" is defined for this purpose as the Superintendent's spouse, child, stepchild if the Superintendent has been or is the responsible caregiver, mother, father, sister, brother, grandparents, or mother-, father-, sister-, or brother-in-law; grandchildren, stepparents, aunt or uncle shall be included in this definition in the case of death in the family. All leaves under this contract run concurrently with leave provided by the Family and Medical Leave Act which is hereby adopted, and no reinstatement rights of that Act are waived or modified by this contract except as provided expressly by this contract.

At the end of each school year, unused sick leave days will be carried over to the following school year to a maximum of 220 days, and any accumulated sick time beyond the 220 days will be reimbursed at \$40 per day. The additional fifteen (15) days shall be credited at the start of each school year even if the accumulated sick leave days have reached the maximum to permit up to 235 days to be available during that year.



## **H. Personal Leave:**

Personal leave is for the transaction of personal business which cannot be conducted outside of the normal work day. Such leave is not available for recreational purposes. If a request is made for the use of a personal day either immediately prior to or after a vacation period, a reason must be stated on the request for personal day use. Acceptable reasons for the use of such leave are funerals, college activities, and weddings in the immediate family, and retirement conferences/meetings. The request shall be made to the President of the Board (or in his/her absence to one of the other Board officers) who may approve the request and will inform the Board. Approval of leave at these times will be limited to no more than two (2) members of the administrative staff at one time.

The Superintendent will be allowed up to five (5) days personal leave per year. If not used by June 30, the remaining accrued days convert to and accumulate as sick leave.

## **I. Bereavement:**

Up to 3 days are available per year for bereavement. This leave may be used for deaths of those people as listed under Section G of Sick Leave, above. This leave is non-accumulative and non-reimbursable. If additional days are needed they will be deducted from sick leave described in section 7 (G) above.

## **J. Jury Duty and Legal Leave:**

If subpoenaed as a witness or juror, the Superintendent will be paid the difference between the fee received as such witness or juror and the per diem rate of salary. Such absences are not deductible from sick or personal leave.

## **K. Extensions:**

Any extension of leave concerning personal illness or illness or death in the family will be determined by the Board of Education, in its discretion.

If the Superintendent accompanies Naples Central School students on a non-school sponsored but curricular or enrichment related trip, he shall not be subject to loss of paid personal time if unavoidably detained or circumstance requires an earlier than anticipated departure time. Under normal circumstances, trips of this sort are to be scheduled during vacation periods.

**L. Conferences and Visitations:**

The Superintendent is encouraged to attend conferences and visit other schools.

**M. Unpaid Leave:**

A one-year leave of absence without pay may be granted by the Board of Education in its discretion. Under some circumstances fringe benefits may be allowed during such leave.

**N. Emergency Leave:**

In the event of absence due to emergencies, the Superintendent may consider such absence as part of the sick leave program.

**O. Childrearing Leave:**

1. Childrearing leave shall be available upon the following terms:

- (a) Written notice of request for childrearing leave is to be delivered to the Board of Education as soon as practicable.
- (b) Such request shall include the estimated or intended date of commencement of such leave, and the intended date for return to work. Generally, such return is to be at the beginning of a semester.
- (c) Childrearing leaves must be approved by action of the Board of Education.
- (d) While on childrearing leave, the Superintendent shall be entitled to such benefits, if any, as District policy and/or law, requires.

2. Adoptive leave is available, upon the same terms:

- (a) Written notice of request for adoptive leave is to be delivered as soon as possible after the notification of adoption is made by the adoption agency.
- (b) At such time, the Superintendent shall notify the Board of Education of the date she wishes to commence and terminate such adoptive leave. Generally, such return date is to be at the beginning of the semester.

**P. Vacations:**

The Board agrees to provide the Superintendent with twenty-five (25) days of vacation in each year of employment. Up to five (5) vacation days can be carried over to the following year without the Board's approval. Up to five (5) of the vacation days (or up to ten (10) if five days have been carried over from the previous year) may be taken during the academic year (except that this limit does not apply to school breaks such as the Christmas, Winter, or Spring recesses). Any unused vacation days can be turned in for sick days at the end of each year for use as per Section 7 (G) of this contract. Accumulation of vacation cannot exceed 30 total vacation days. The scheduling of vacations shall be made by the Superintendent so as not to interfere with the operation of the Naples Central School.

**Q. District Holidays:**

The following shall be paid holidays:

Labor Day	Columbus Day
Veteran's Day	Christmas Eve
Thanksgiving Day	Christmas Day
Thanksgiving Friday	New Year's Day
Martin Luther King Day	President's Day
Good Friday	Memorial Day
July 4 <sup>th</sup>	

**R. Tuition:**

Starting January 1, 2018, the District shall pay the cost of graduate coursework, upon its successful completion, for courses related to furthering the Superintendent of Schools' development in the educational field and school administration through the Executive Leadership Program at St. John Fisher College. If the Superintendent of Schools leaves employment of the district through volition of his own:

- before June 30, 2019, 100% of tuition reimbursement will be due back to the district;
- if before June 30, 2020, 75% of tuition reimbursement will be due back to the district;
- if before June 30, 2021, 50% of tuition reimbursement will be due back to the district;
- if before June 30, 2022, 25% of tuition reimbursement will be due back to the district.

Any tuition payments owed back to the district must be reimbursed within three months of departure.

## **8. Professional Dues:**

The District shall pay professional dues for the Superintendent for membership in the NYS Council of School Superintendents and one other professional organization as designated by the Superintendent.

## **9. Professional Development:**

The Superintendent is authorized, at his option, to attend professional meetings on all levels (National, State and Local) for the purpose of keeping apprised of developments in the educational field and school administration, at the expense of the District and at the reimbursement rate allowed by the Board and as set forth under General Municipal Law, section 77-b.

## **10. Physical:**

Each year during the term of this contract the Board shall pay all of the uninsured expenses of a complete annual physical examination for the Superintendent. Such complete annual physical examination shall be conducted by a physician of the Superintendent's choice.

## **11. Evaluation:**

The parties agree that the Board shall devote one meeting during the month of June in each year of the Superintendent's employment by the District (or such other time as the parties may mutually agree) to an evaluation in executive session of his performance and working relationship with the Board. The evaluation shall conform to Commissioner's Regulation 110.2 and shall be based upon performance criteria and an evaluation process mutually agreed upon by the parties. The performance evaluation shall be kept confidential by the Board members. The Superintendent will have the opportunity to confer with the Board and receive the written evaluation, which shall become part of his personnel record.

## **12. Board and Superintendent Relations:**

The Board shall promptly and discretely refer to the Superintendent in writing for his study and evaluation, any and all criticisms, complaints, suggestions, communications or comments of which the Board is aware and which the Board deems to be significant regarding the administration of the District or the Superintendent's performance of duties. The Superintendent will keep the Board apprised of any major concerns which have direct bearing on the Board and its responsibilities to develop policy.

### **13. Disability:**

If the Board reasonably determines in its judgment that the Superintendent has been unable to render fully and adequately the services required of the Superintendent by this contract for a period of six (6) months in any period of twelve (12) calendar months, whether such inability is due to illness, accident, physical or mental disability, the Board may, at its option and upon written notice to the Superintendent, terminate this contract with the termination to be effective three (3) months following notification to the Superintendent of the intention to terminate. Such termination of contract shall be effective notwithstanding any other provisions of this contract, including, but not limited to, provisions providing for sick leave absences.

### **14. Early Termination:**

The Superintendent's employment during the term of this contract may only be terminated for just cause, in accordance with the procedures set forth below:

- (a) Charges against the Superintendent may only be brought by the Board and all such charges shall be in writing. The Superintendent shall be entitled to a fair hearing on said charges, upon at least thirty (30) days' notice, before an independent hearing officer who shall be an attorney at law or an American Arbitration Association arbitrator. The hearing shall be in executive or public session, at the option of the Superintendent. The hearing officer may be selected by mutual agreement between the Superintendent and the Board or, in the event no such agreement is reached within fifteen (15) days after the Superintendent's receipt of the written charges, a request shall be made to the American Arbitration Association (AAA) by either party for a list of Arbitrators and the selection shall be made pursuant to the AAA Labor Arbitration Rules.
- (b) The Superintendent shall be entitled to due process protection at such hearing, including but not limited to the right to elect a public or private hearing; to be represented by counsel; to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings; and to receive written findings of fact and conclusions of law. The District, at its expense, shall provide a certified shorthand or court reporter who will transcribe all proceedings.

- (c) Any criticisms or complaints which have not been previously forwarded to the Superintendent in accordance with the provisions of Section 12 of this contract or charges based on any allegation which was made known in writing to the Superintendent by the Board more than one (1) year before the charge is filed, shall not be admissible at such hearing against the Superintendent. The hearing officer shall strike from the written charge or charges any such charge made against the Superintendent.
- (d) The hearing officer shall, upon the conclusion of the hearing, prepare and submit a written decision, which decision shall include findings of fact, a disposition of each charge and a determination as to whether there is just cause to terminate. Both the Board and Superintendent shall be bound by the decision of the hearing officer. Both parties shall, however, retain their right to appeal the decision of the hearing officer to any forum with jurisdiction.

**15. Voluntary Resignation:**

In the event the Superintendent wishes to terminate his contract with the Naples Central School District, notification should be made to the Board of Education at least six (6) months if the resignation is for the purposes of retirement, and ninety (90) days if the purpose is for resignation, prior to the anticipated resignation date.

In the event the Superintendent resigns prior to the expiration of this contract, the District's compensatory obligation to the Superintendent is terminated on the effective date of the resignation.

**16. Professional Liability:**

The Board of Education agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the school district, provided the incident arose while the Superintendent was acting in good faith within the scope of his employment and provided further that such indemnification is within the authority of the Board to provide under state law, except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. Such defense and indemnification shall not apply to any action, proceeding or claim against the Superintendent by the Board relating to the terms of this contract or the Superintendent's performance of his duties.

As a condition of receiving such defense and indemnification, the Superintendent shall deliver a copy of any legal papers to the District Clerk within ten (10) days of receipt of the same.

**17. Ethics:**

Both the Board and the Superintendent agree to abide by the Code of Ethics of the New York State School Boards Association and the American Association of School Administrators.

**18. Complete Agreement:**

This contract contains all the agreements made between the Board and the Superintendent and on its effective date (July 1, 2020) supersedes all prior contracts, memoranda and agreements. No other document shall be deemed to contain any binding commitment between the Board and the Superintendent unless it:

- (a) Contains an express statement or clear implication that it is intended to constitute a binding commitment,
- (b) Is dated on or subsequent to the date this contract is signed by the President of the Board and
- (c) Is signed by the Superintendent and by the President of the Board pursuant to a Board resolution authorizing the President to do so.

**Dated this 5<sup>th</sup> day of August, 2020, effective July 1, 2020**

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Matthew T. Frahm, Superintendent

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Jacob Hall, President, Board of Education

Attest:

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Pamela Claes, School District Clerk  
Board of Education