BOARD MEETING: Regular Meeting
DATE: Wednesday, January 20, 2021
TIME: 6:00 p.m.
PLACE: Zoom Meeting

I. Meeting Called to Order
II. Roll Call
III. Adopt the Agenda of the Regular Meeting of January 20, 2021 (Board Action)
IV. Executive Session (Board Action)
V. Pledge of Allegiance
VI. 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.

VII. Points of Interest
VIII. Superintendent Recognitions & Updates
- Quarterly Internal Audit Report
- COVID-19 Tracker
- Capital Project Planning Reminder
- Instructional Practices in the High School
- BOE Retreat Proposal
- Student Representative Report
- Budget Update

IX. Board Report
- Budget Committee
- Policy Committee

X. Minutes (Board Action)
- Regular Meeting of January 6, 2021

XI. Contractual Agreements
- Naples Teachers' Association Memorandum of Agreements (Board Action)
- CSEA Memorandum of Agreement (Board Action)

XII. Business (Board Action)
- Donation

XIII. Personnel (Board Action)
- Retirement Resignation
- Resignation
- Unpaid Leave

XIV. Personnel (Board Action)
- Unpaid Leave
- Appointment
  - Substitute Kindergarten Teacher

XV. Consent Agenda Items (Board Action)
- CSE and 504 Committee Recommendations
- Student Teachers
- Substitutes
  - Food Service Helper
  - Automotive Mechanic/School Bus Driver

XVI. Adjournment (Board Action)

Regular Meeting **January 20, 2021**

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, January 20, 2021 at 6:02 p.m. via Zoom.

Members Present:	Robert Brautigam	Kelley Louthan: Arrived at 6:10 p.m.
	Joseph Callaghan	Steven Mark
	Carter Chapman	Gail Musnicki
	Jacob Hall	Maura Sullivan
	Thomas Hawks	

Members Absent:

Also Present: Matthew Frahm, Jeffrey Black, Chad Hunt, Kristina A. Saucke, Katherine Piedici, Nicole J. Green, Pamela Claes and Jessie Norton.

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

Motion: Thomas Hawks
2nd: Robert Brautigam
Resolved, that the Board of Education approves the agenda of the Regular Meeting of January 20, 2021 as presented.
Voting Yes: 8 **Motion Carried**
Voting No: 0

Motion: Maura Sullivan
2nd: Steven Mark
Resolved, that the Board of Education approves calling an executive session at 6:03 p.m. for the purpose of discussing the employment history of a particular person or persons.
Voting Yes: 8 **Motion Carried**
Voting No: 0

Board Member Kelley Louthan joined the Zoom meeting at 6:10 p.m.

Time out of Executive Session: 6:32 p.m.

Pledge of Allegiance

Public Comment: None

Board President Jacob Hall noted Superintendent Matthew T. Frahm and School Business Administrator Jeffrey Black had addressed questions asked at the Board of Education meeting of January 6th by guest John McCabe with Mr. McCabe directly, noting they were primarily notes of clarification.

Points of Interest: None

Dr. Frahm noted the District was closing in on the end of the 1st semester and asked the Board of Education members to reflect on the close of the 1st semester and the beginning of the 2nd semester. Board members offered their thoughts on the school year noting the perseverance and flexibility shown by the students, parents and staff and how impressed they have been, noting

how hard everyone has been working this year to get us to where we are today with the pandemic, everyone rallying together to make this year a success, adding we have had so many challenges and have overcome so much and it will only get better.

Superintendent Recognitions & Updates:
Superintendent Frahm stated the District is trying to find a balance between under communicating and over communicating, and so he has been working on putting together a COVID tracker which will allow the community to access updated COVID case information.

Dr. Frahm reminded the board about the upcoming 1st session regarding the Capital Project Planning meeting.

Superintendent Frahm recommended the board cancel the 2nd board meeting in March and hold a board retreat on that date, noting as the board starts the budget process, we will need to be very clear about where the District needs to place our priorities so we are putting our resources behind those things and so we can make sure our priorities and our resources are tightly aligned. The Board of Education members agreed with Dr. Frahm's suggestion.

Secondary Principal Nicole J. Green presented a power point on Instructional Best Practices noting in the High School this year it was an expectation from day one that teachers would be teaching both remote and in-person students at the same time and the teachers have done an outstanding job. Mrs. Green then highlighted some of the awesome things that she has been seeing in the classrooms, noting the instruction the students are receiving is solid, adding our District is meeting with students five days a week which is not happening in every District and is a huge component in our students' successes. Discussion followed pertaining to information presented.

Student Representative Jessie Norton commented on Secondary Principal Green's presentation, stating she was super engaged and she found it very educational, especially the statistics as she is currently taking a statistics class and that tied in very well with what she is currently learning. Ms. Norton then spoke briefly about the Girl's Ski Team, noting they are having another really strong season, and had won their first three meets and commending Mackenzie Louthan-Green for another great season; senior Carolelyn LaPrairie has committed to study and play soccer at the University of Pittsburgh-Bradford next year, adding it's great to see a classmate excelling, noting a lot of the seniors are still waiting to hear back from schools; the Varsity Swim Team is going strong this year with three wins, adding it is a young team this year but there is a lot of dedication; In-person learners in the High School are currently playing Table Tennis in gym class; Seniors are planning their futures and are off on college tours in an effort to get a feel for the school before they choose which one to attend; Jessie took a moment to acknowledge English teacher Jamie Weller and Spanish teacher Analisa Chapman, noting they are teachers she feels have really made a difference for her in her senior year. Board comments and discussion followed.

School Business Administrator Jeffrey Black and Director of Maintenance and Transportation Chad Hunt gave a Budget Update on the Governor's Aid Proposal, reviewing Foundation Aid; Services Aid; Current Status of Fund Balance; Property Tax Cap; and the 2021-2022 Budget Process. Board Discussion followed pertaining to information presented.

Board Member Thomas Hawks presented the Budget Committee report on the Budget; the Bus Purchase Plan noting the committee had reviewed the current bus purchases as well as the existing Bus Purchase Plan, discussing a seven year replacement plan as opposed to the District's current eight year plan and the viability of an extended warranty plan, noting the District had originally planned to replace Bus #34 out of the General Fund however due to financial uncertainty the District had delayed replacing Bus #34. Mr. Hawks stated the committee is not recommending that the District purchase the extended warranty; that we stick with our current eight year Bus Purchasing schedule; and that the District purchase the third replacement bus out of the 2020-2021 General Fund as planned. The Budget Committee then reviewed the initial aid runs from the Governor, including Foundation Aid; Services Aid; high cost Special Education Services; Building Aid; Pandemic adjustments; Stimulus adjustments, etc., noting there would be an estimated increase of 1.64% overall. Mr. Hawks stated there is still a great deal of uncertainty about if funds will be cut in the future due to the fact that NYS will be balancing its budget with Federal Stimulus funds, adding the committee reviewed the District's current fund balance projections and will continue with a conservative mind set.

Board Member Steven Mark presented the Policy Committee report, noting the committee had reviewed a number of policies, recommending adopting updates to Policy #1330: Appointments and Designations by the Board; Policy #5681 School Safety Plan; Policy # 6182: Use of Email in the District; Policy # 7420: Sports and Athletic Programs; and Policy # 5670: Records Management. The Policy Committee also recommended requesting further guidance for updates to Policy # 3421: Title IX and Sex Discrimination and a new policy on Virtual Classroom Expectations. Discussion followed pertaining to information presented.

1st Vice President Joseph Callaghan left the meeting.

Motion: **Steven Mark**
2nd: **Gail Musnicki**
Resolved, that the Board of Education approves the minutes of the following meetings:

- Regular Meeting of January 6, 2021

Voting Yes: 8 **Motion Carried**
Voting No: 0

Motion: **Maura Sullivan**
2nd: **Thomas Hawks**
Resolved, that the Board of Education approves the following Contractual Agreement resolutions as presented:

- Resolved, that the Naples Central School District Board of Education does hereby approve a Memorandum of Agreement between the Naples Teachers' Association and the Naples Central School District for the purpose of addressing concerns related to the expiration of the Families First Coronavirus Response Act (FFCRA).
- Resolved, that the Naples Central School District Board of Education does hereby approve a Memorandum of Agreement between the Naples Teachers' Association and the Naples Central School District on the procedures to be used for observations and appeals and such agreements outlines in the APPR document for the 2020-2021 school year.

Voting Yes: 8 **Motion Carried**
Voting No: 0
Abstain: 0

Motion: **Robert Brautigam**
2nd: **Steven Mark**
Resolved, that the Board of Education approves the following Contractual Agreement resolutions as presented:

- Resolved, that the Naples Central School District Board of Education does hereby approve a Memorandum of Agreement between the Naples CSEA and the Naples Central School District for the purpose of addressing concerns related to the expiration of the Families First Coronavirus Response Act (FFCRA).

Voting Yes: 8 **Motion Carried**
Voting No: 0
Abstain: 0

Motion: **Maura Sullivan**
2nd: **Steven Mark**
Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following Business resolution as presented:

- Resolved, that authorization be given to accept the generous donation of one hundred (100) secondary student desks from Honeoye Falls Lima Central School District.

Voting Yes: 8 **Motion Carried**
Voting No: 0

Board President Jacob Hall thanked the Honeoye Falls Lima Central School District for their generous donation.

Motion: **Gail Musnicki**
2nd: **Thomas Hawks**
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 upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the retirement resignation of Francine Northrop, Teacher Aide, with regret, effective February 12, 2021.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the resignation of Richard Nisbet, School Bus Driver, with regret, effective January 23, 2021.
- Resolved, that the Board of Education approves the request for an unpaid leave of absence for Tyler Vest, Teacher Assistant, from February 22, 2021 through April 23, 2021, for the purpose of completing his Student Teaching.
- Resolved, that the Board of Education approves the request for an unpaid leave of absence for David Adam, School Bus Driver, from January 21, 2021 through January 29, 2021 for a total of 6.667 unpaid leave days.

Voting Yes: 8 **Motion Carried**
Voting No: 0

Motion: **Gail Musnicki**
2nd: **Kelley Louthan**
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 January 19, 2021 through June 25, 2021.
- Resolved, that the Board of Education approves the appointment of Wendy Hall, as Substitute Kindergarten Teacher, effective January 19, 2021, through the remainder of the 2020-2021 school year, with all current benefits associated with her Teacher Aide position maintained throughout the time of her appointment as Substitute Kindergarten 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: **7** **Motion Carried**
Voting No: **0**
Abstain: **1 Jacob Hall**

Motion: **Steven Mark**
2nd: **Gail Musnicki**
Resolved, that the Board of Education, upon the recommendation of Superintendent Matthew Frahm, approves the Consent Agenda Items as presented:

a. Resolved, that the Board of Education accepts the committee recommendations from the following meetings:
   - Committee on Special Education actions of December 11, 2020 and December 22, 2020.
   - 504 Committee actions of December 15, 2020.

b. Resolved, that the Board of Education hereby approves the following Student Teachers:

Name	Placement	Supervising Teacher
Adrianna Clearman	High School: 01/11/21 – 03/01/21	Jaime Weller
Tyler Vest	High School: 02/22/21 – 04/23/21	Matthew Green

c. Resolved, that the Board of Education hereby approves the following Substitute Appointment pending a successful background clearance report provided to the school as a result of the fingerprinting process:

Name	Position	Address
Randel Rice	Food Service Helper: *Effective 01/08/21*	10651 Town Line Rd, Prattsburgh, NY
Christopher Hershey	Automotive Mechanic/Bus Driver	4945 Knapp Rd, Middlesex, NY 14507

Voting Yes: **8** **Motion Carried**
Voting No: **0**

Motion: **Thomas Hawks**
2nd: **Steven Mark**

There being no further business, the Regular Meeting of January 20, 2021 is hereby adjourned at 8:06 p.m.

Voting Yes: 8 **Motion Carried**
Voting No: 0

Dated this 20th day of January, 2021

_____
Pamela Jo Claes, District Clerk

INSTRUCTIONAL BEST PRACTICES

“

Effective teaching may be the hardest job there is. - William Glasser

NCS Instructional Playbook

Naples CSD Instructional Playbook

5 Elements of Effective Instruction*

Safety:

- Predictable classroom environment where every member is physically secure
- All students feel respected, validated, and heard

Learning Target:

- The objective/learning target of the lesson is clear to the students
- All classroom activities are aligned with the objective/learning target

Effective Questioning:

- Congruent (relevant) to the learning
- Invitation for ALL students to think
- A range of questions are used to extend thinking from a base of knowledge to higher order thinking that is more critical and creative

Engaged Learners:

- All students visibly participating in activities or learning relevant to the objective

Check for Understanding:

- Evidence is observable (overt)
- Evidence of ALL students
- Evidence is congruent with objective

Jaime Weller
Melissa Neubauer
Brenda Boylan

Safety

All students feel respected, validated, and heard.

Tess Marble
Greg Parzych
Ann Kretschman

Learning Target

The objective is clear and all activities are aligned with it.

Jon Betrus
Emily Spina
Adam Robison

Effective Questioning

A range of questions are asked to extend learning from base knowledge to higher order thinking.

Ellen Ellison
Joe Gursslin
Paul Frazer
Liz Thiesmeyer

Engaged Learners

All students participating in the learning at hand.

Lesah McMullen
Aly Powers
Shelly Hannacker

Check for Understanding

Evidence is observable and feedback is timely and advances learning.

How are we being successful?

- Attendance
- Solid instruction
  - Synchronous, engaging, immediate feedback
  - 5 days/week
- Interventions
  - RISE Support Room

First Quarter Building-Wide Data

	2019-2020	2020-2021
Attendance	96.0%	97.7%
Averages	86.2%	82.3%
# of Student Averages < 65%	2	21

Breakdown of Averages by Team

	Green	White	Blue	Purple	Class Average	< 65%
7th	84.4	79.3	78.1	79.6	80.4	4
8th	81.2	83.7	83.8	82.9	82.9	4
9th	76.5	78.6	73.8	81.1	77.5	7
10th	88.5	78.3	65.4	88.6	80.2	3
11th	87.1	87.4	83.5	94.9	88.2	1
12th	93.1	87.6	77.8	80.7	84.8	2
Team Average	85.1	82.5	77.1	84.6	82.3	21

What’s next?
The RISE Support Room

Presentation coming in March

THANK YOU!

Governor’s aid proposal January 19, 2021

AID DESCRIPTION	2020-2021	2021-2022	Change	% Change
Foundation aid*	$4,994,395.00	$4,994,395.00	$0.00	0.00%
SERVICES aid	$1,544,990.00	$1,661,291.00	$116,301.00	7.53%
Public high cost special ed aid	$132,862.00	$114,859.00	-$18,003.00	-13.55%
Private high cost special ed aid	$31,923.00	$29,844.00	-$2,079.00	-6.51%
Building aid	$1,376,586.00	$1,413,141.00	$36,555.00	2.66%
State pandemic adjustments	-$225,720.00	-$673,777.00	-$448,057.00	NA
Federal Stimulus offset to state adjustments	$225,720.00	$673,777.00	$448,057.00	NA
TOTAL	**$8,080,756.00**	**$8,213,530.00**	**$132,774.00**	**1.64%**
UPK (actually from federal)	$45,988.00	$45,988.00	$0.00	0.00%
STAR - Not tecnically AID*	$818,445.00	$791,422.00	-$27,023.00	-3.30%
BELOW THE LINE TOTAL	$8,945,189.00	$9,050,940.00	$105,751.00	1.18%

Questions?

Notes from School Board’s Association

- An overall statewide increase in aid for schools of $2.1 billion over 2020-21
- Driven by the entirety of the state's $3.8 billion CRRSA Act federal stimulus funds for schools being allocated for 2021-22
- A new "Local District Funding Adjustment," which reduces the state portion of school aid by $1.35 billion (restored by CRRSA Act funds)
- The freeze of Foundation Aid for a second year, remaining at 2019-20 levels
- The creation of a new "Services Aid" category, which consolidates and eliminates multiple expense-based aids, including BOCES Aid and Transportation Aid
- The restoration of the 2020-21 "Pandemic Adjustment" of $1.1 billion

What is the likelihood of the new SERVICES aid category sticking?
If there is a second stimulus package, would it offset additional cuts or lead to aid increases?
What about lost aid from 2019-2020?

Current Status of Fund Balance

July 1, 2020 Unappropriated Fund Balance	$1,577,354
Estimated Revenues Through June 30, 2021	+$20,811,347
Interfund Transfer from Debt Service	+$100,000 (planned in 2020-2021 budget)
Estimated Expenses Through June 30, 2021	-$19,289,142
Apply 4% to 2021-2022 Budget	-$848,558 (estimate)
Fully Fund Capital Reserve	-$750,000 (projected will not finalize until year ends)
July 1, 2021 Anticipated Unappropriated Fund Balance	$1,601,001
Change	+$23,647

Total Real Property Tax Levy for Fiscal Year Ending 06/30/2021	$11,992,077	AND WILL CHANGE	
Tax Base Growth Factor as a Percentage	**1.0100**		
Tax Base Growth Factor, in dollars	$119,921		
PILOTS receivable in 2020-2021	$130,000		
Sub total – Property Tax Levy, Growth Factor and PILOTS	*$12,241,998*		
Capital Tax Levy for 2020-2021	**$1,025,884**		
Sub total – subtracting Capital Tax Levy	*$11,216,114*		
Allowable Levy Growth Factor	**1.012300**		
Sub total – multiplying Allowable Levy Growth Factor	*$11,354,072*		
PILOTS receivable in 2021-2022, estimated	$130,000		
Sub total – Property Tax Levy Limit Before Exclusions	*$11,224,072*		
Capital Tax Levy for 2021-2022	**$955,971**		
Tax Levy Limit	***$12,180,043***	***$187,966***	**1.57%**

What is the Committee's comfort with levying to the Tax Cap?

2021-2022 Budget Process

- Putting in the constants (salary, benefits, utilities, etc.)
- Finalize Debt Service after refinancing
- Project Health insurance costs
- Bus Purchase Plan
- Capital outlay project
- Utilization of Debt Reserve Fund
- Train on requisition Process
- Review BOCES Requests
- Review Technology Infrastructure
- Continually monitor revenue projections (state aid)
- Review Reserve plan
- Create Public Budget Documents

What areas would be most important to you to review at future sessions?

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and between the Naples Central School District (the "District") and the Naples Teachers' Association (the "Association") (collectively, the "Parties").

WHEREAS, the District and the Association are parties to a collective bargaining agreement covering the period of July 1, 2018 through June 30, 2022; and

WHEREAS, as a result of the COVID-19 pandemic, the federal government enacted the Families First Coronavirus Response Act ("FFCRA"), effective April 1, 2020 through December 31, 2020, providing employees with paid leave for certain reasons related to COVID-19; and

WHEREAS, as a result of the COVID-19 pandemic, New York State enacted legislation, effective March 18, 2020, requiring public employers to provide employees with at least fourteen (14) days of paid leave if an employee is subject to an order for mandatory or precautionary quarantine and unable to telework ("NYS COVID-19 Paid Leave"); and

WHEREAS, as a result of the expiration of the FFCRA, the available leave benefits for employees who have COVID-19 symptoms and are seeking a medical diagnosis are no longer available; and

WHEREAS, the Parties believe that it is in their best interests for the safety of the community, continuity of education, and District operations to provide employees with additional leave time for COVID-19-related testing.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The District will grant an employee up to a total of ten (10) additional paid leave days to use through the remainder of the 2020-2021 school year for either of the following circumstances:

    a. The employee is awaiting test results because the employee has developed symptoms of COVID-19 and is actively seeking a medical diagnosis.

    b. The employee's dependent child is subject to an order of quarantine or isolation by the State of New York, Department of Health, local board of health, or other governmental entity authorized to issue orders of quarantine or isolation due to COVID-19, and the employee has no alternative childcare available.

2. The additional ten (10) paid leave days may be utilized consecutively or intermittently and for one or both of the reasons set forth above in paragraph 1.

3. Use of the above described days is conditioned upon an employee's inability to telework.

4. If an employee exhausts the ten (10) days set forth herein, the leave days shall not be replenished, and the employee must use his/her available paid or unpaid leave days.

5. If, at any point during the use of the above-described leave days, the employee would not normally be compensated if he/she were not utilizing leave (e.g., an unpaid holiday, school closure), he/she shall not be compensated for the leave days described above.

6. This Agreement shall not alter any other benefits and/or rights provided by federal, state, or local laws or as set forth in the collective bargaining agreement between the Parties.

7. The provisions of this Agreement shall sunset at the close of business on June 30, 2021. There is no carry over of the ten (10)-day leave granted herein to the 2021-2022 school year. After this date, the Parties shall revert to the language set forth in the collective bargaining agreement.

8. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both Parties.

9. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

10. This Agreement and the terms and conditions herein are based upon unique circumstances relating to the COVID-19 pandemic, and, therefore, shall not be used to establish a practice, past practice, or precedent in any matter whatsoever.

11. This Agreement shall become effective January 1, 2021.

NAPLES CENTRAL SCHOOL DISTRICT

By:_____ _____

Matthew Frahm, Superintendent of Schools Date

NAPLES TEACHERS' ASSOCIATION

By:_____ _____

A. Scott Petrie, President, Naples Teachers' Association Date

NAPLES CENTRAL SCHOOL

136 NORTH MAIN STREET
NAPLES, NEW YORK 14512

Tentative Agreement

Naples Teachers' Association

and the

Superintendent for the Naples Central School District

The Superintendent of the Naples Central School District (Superintendent) and the Naples Teachers' Association (NTA) agree to extend the 2019-2020 Annual Professional Performance Review Plan (APPR) for one year with the following modifications:

1. Edit the cover page and other "dated" pages of the plan to reflect the 2020-2021 school year.

2. The District-wide SLO growth target will be 3% for the 2020-2021 school year.

3. Edit the APPR plan document to reflect that effective July 1, 2020, all teachers in the Naples Central School District will be covered by the group measure, as ratified by the parties on November 26, 2019.

4. As in previous years, the parties will apply for an independent observer hardship waiver from NYSED.

5. If the COVID-19 situation requires us to go remote, the parties will meet to discuss the situation and negotiate on how to proceed with APPR.

Both parties understand that this Agreement is effective July 1, 2020 and that all provisions of the APPR not modified by this Agreement will remain in effect until June 30, 2021.

For the District	For the Association
Matthew T. Frahm	Andrew Scott Petrie
Superintendent of Schools	President
Naples Central School District	Naples Teachers' Association

Date	Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made by and between the Naples Central School District (the "District") and the Civil Service Employees Association, Local 1000 AFSCME, AFL-CIO, Naples CSD Support Staff Unit #7853 (the "Association") (collectively, the "Parties").

WHEREAS, the District and the Association are parties to a collective bargaining agreement covering the period of July 1, 2019 through June 30, 2023; and

WHEREAS, as a result of the COVID-19 pandemic, the federal government enacted the Families First Coronavirus Response Act ("FFCRA"), effective April 1, 2020 through December 31, 2020, providing employees with paid leave for certain reasons related to COVID-19; and

WHEREAS, as a result of the COVID-19 pandemic, New York State enacted legislation, effective March 18, 2020, requiring public employers to provide employees with at least fourteen (14) days of paid leave if an employee is subject to an order for mandatory or precautionary quarantine and unable to telework ("NYS COVID-19 Paid Leave"); and

WHEREAS, as a result of the expiration of the FFCRA, the available leave benefits for employees who have COVID-19 symptoms and are seeking a medical diagnosis are no longer available; and

WHEREAS, the Parties believe that it is in their best interests for the safety of the community, continuity of education, and District operations to provide employees with additional leave time for COVID-19-related testing.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The District will grant an employee up to a total of ten (10) additional paid leave days to use through the remainder of the 2020-2021 school year for either of the following circumstances:

a. The employee is awaiting test results because the employee has developed symptoms of COVID-19 and is actively seeking a medical diagnosis.

b. The employee's dependent child is subject to an order of quarantine or isolation by the State of New York, Department of Health, local board of health, or other governmental entity authorized to issue orders of quarantine or isolation due to COVID-19, and the employee has no alternative childcare available.

2. The additional ten (10) paid leave days may be utilized consecutively or intermittently and for one or both of the reasons set forth above in paragraph 1.

3. Use of the above described days is conditioned upon an employee's inability to telework.

4. If an employee exhausts the ten (10) days set forth herein, the leave days shall not be replenished, and the employee must use his/her available paid or unpaid leave days.

5. If, at any point during the use of the above-described leave days, the employee would not normally be compensated if he/she were not utilizing leave (e.g., an unpaid holiday, school closure), he/she shall not be compensated for the leave days described above.

6. This Agreement shall not alter any other benefits and/or rights provided by federal, state, or local laws or as set forth in the collective bargaining agreement between the Parties.

7. The provisions of this Agreement shall sunset at the close of business on June 30, 2021. There is no carry over of the ten (10)-day leave granted herein to the 2021-2022 school year. After this date, the Parties shall revert to the language set forth in the collective bargaining agreement.

8. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both Parties.

9. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

10. This Agreement and the terms and conditions herein are based upon unique circumstances relating to the COVID-19 pandemic, and, therefore, shall not be used to establish a practice, past practice, or precedent in any matter whatsoever.

11. This Agreement shall become effective January 1, 2021.

FOR THE DISTRICT:

_____
Matthew T. Frahm
Superintendent

_____
Date

FOR THE ASSOCIATION:

_____
Madalene Guererri
President

_____
Date

_____
Paul Peters
Labor Relations Specialist

_____
Date