

BOARD MEETING: Special
DATE: Wednesday, April 8, 2020
TIME: 6:00 p.m.
PLACE: Zoom Meeting

- I. Meeting Called to Order
- II. Roll Call
- III. Adopt the Agenda of the Special Meeting of April 8, 2020 (Board Action)
- IV. Pledge of Allegiance
- V. Contractual Agreement (Board Action)
 - Naples Teachers' Association Memorandum of Agreement
- VI. Personnel (Board Action)
 - Appointment
 - Secondary Principal
- VII. Adjournment (Board Action)

Minutes of a Special Meeting of the Board of Education of Naples Central School held on Wednesday, April 8, 2020 at 6:03 p.m. via Zoom.

Members Present: Joseph Callaghan Steven Mark
Jacob Hall Gail Musnicki
Thomas Hawks Maura Sullivan
Kelley Louthan

Members Absent: Robert Brautigam Carter Chapman

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: Steven Mark

2nd: Thomas Hawks

Resolved, that the Board of Education approves the agenda of the Special Meeting of April 8, 2020 as presented.

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Gail Musnicki

2nd: Joseph Callaghan

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 Teachers' Association and the Naples Central School District regarding performance of duties, etc. during school closures related to COVID-19.

Voting Yes: 7

Motion Carried

Voting No: 0

Motion: Thomas Hawks

2nd: Maura Sullivan

Be it 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 appointment of Nicole J. Green, to a probationary term of four (4) years beginning on April 9, 2020 and expiring on April 8, 2024, as 1.0 FTE Secondary Principal, effective April 9, 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 area and status is School Building Leader, Internship Certificate; English 7-12, Permanent; Reading Teacher, Permanent. Salary for the 2019-2020 school year will be \$92,000 plus current administrative contract provisions. 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

Superintendent Matthew Frahm thanked the faculty for going above and beyond during this crisis and congratulated Nicole Green on her appointment as Secondary Principal, adding we had a tremendous amount of positive feedback from parents, staff and faculty when the news went out.

Superintendent Frahm asked if there were any questions on the information received related to COVID-19, noting he will continue to keep the board posted, as well as try to keep our school family connected, adding if anyone has any questions please don't hesitate to call or email. Mr. Frahm stated he is looking forward to the day when we're not meeting on Zoom and we can be back in the cafeteria together again.

Motion: Steven Mark
2nd: Gail Musnicki

There being no further business, the Special Meeting of April 8, 2020 is hereby adjourned at 6:08 p.m.

Voting Yes: 7

Motion Carried

Voting No: 0

Dated this 8th day of April, 2020

Paul J. Cox

Pamela Jo Claes, District Clerk

MEMORANDUM OF AGREEMENT

AGREEMENT made this 8th day of April 2020, by and between the Naples Central School District (“District”) and the Naples Teachers’ Association (“Association”).

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

WHEREAS a state of emergency has been declared by New York State concerning the outbreak of the COVID-19 virus; and

WHEREAS the outbreak of COVID-19 may result in the cessation of traditional school operations for several weeks; and,

WHEREAS the Governor of New York and the New York State Education Department have required a continuity of learning for students during any COVID-19 closure; and,

WHEREAS, the District and the Association agree that there is mutual desire to maintain a continuity of learning during closures that may last for several weeks; and,

WHEREAS, the Association and the District have mutually engaged in planning instruction and learning for students; and,

NOW, THEREFORE, the parties agree as follows:

1. Unit members are expected to perform their duties during school closures related to COVID-19 and will continue to be paid their regular annualized salary along with all other contractual benefits during school closures related to COVID-19.
2. Teachers will provide instruction and educational support using District provided and supported platforms, materials, e-mail and other technology to engage with students.
3. Teaching may be, but is not required to be, delivered through synchronous (live) instruction. Teachers will be available to review and respond to student and parent questions and inquiries during regular school hours, via District provided e-mail, phone calls or other secure or district approved platform communication tools.
4. If a unit member needs a computer/device and/or mobile hotspot at home, the district will provide it to them, to the extent practicable. These devices must be used for educational purposes only.

5. For any unit member who does not have a regular classroom teaching assignment (e.g., guidance counselors, social workers), the parties agree that these members will perform their duties remotely, in good faith, and will maintain regular contact with students as may be required to perform their work duties.
6. Unit members may be required to participate and perform duties for CSE meetings and/or other meetings scheduled by the District during the regular school hours.
7. Unit members will not be required to provide home educational opportunities on any day he/she is on an approved leave of absence. The provisions of the collective bargaining agreement shall apply (e.g., utilization of sick leave, personal leave, bereavement leave). A unit member on unpaid leave at the commencement of the closure, will remain unpaid until the expiration of the unpaid leave, unless otherwise required by law. A unit member utilizing sick leave at the commencement of the closure will continue to utilize sick leave during the period of closure, or until the unit member is approved to no longer be on medical leave, unless otherwise required by law.
8. The parties recognize the changing nature of this situation and agree to meet and discuss the changing needs of the students and unit members.
9. Per Executive Order, unit members will be expected to provide continuity of learning and be considered “at work” or available to email or other responsibilities throughout spring break and other previously scheduled school vacation days and holidays, as necessary and required by any future Executive Order or order of the NYSED.
10. The parties agree that any unit member entitled to any other payment, stipend, benefit or amount in addition to their contractual salary and benefits shall receive that amount. These activities are extensions of the instructional program and unit members should continue to administer their programs to the extent possible.
11. Student participation or performance during the COVID-19 closure shall not be used as a criterion in APPR rating.
12. Required annual observations shall not include any reference to distance learning instruction, unless otherwise required by law.
13. All terms and conditions of the collective bargaining agreement between the District and the Association are in full force and effect. Entering into this Agreement shall not modify the collective bargaining agreement. Rather, this Agreement shall apply only for the specific and limited purpose of addressing the unique challenges presented by the outbreak of COVID-19. It shall not set any precedent or practice regarding any aspect of the collective bargaining agreement. This Agreement shall expire and be of no further force and effect upon the conclusion of the 2019-2020 school year, unless extended in writing by the parties.
14. 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.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

For the Association:

For the District:

By: _____
A. Scott Petrie
President, Naples Teachers' Association

By: _____
Matthew T. Frahm
Superintendent of Schools

Date: _____

Date: _____