

**BOARD MEETING:** Organizational  
**DATE:** Wednesday, July 8, 2020  
**TIME:** 6:00 p.m.  
**PLACE:** Naples High School Cafeteria

I. Meeting Called to Order

II. Pledge of Allegiance

III. Roll Call

IV. Constitutional Oaths of Office

V. Adopt the Agenda of the Organizational Meeting of July 8, 2020 (Board Action)

VI. Nominations and Election of Officers

President (Board Action)

1st Vice President (Board Action)

2nd Vice President (Board Action)

Constitutional oaths of office administered by District Clerk

VII. 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 privately. Thank you for this consideration.

Board Response: 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.

VIII. Board of Education Committee Sign-up

IX. Appointment of Officers (Board Action)

- School District Clerk
- School District Treasurer
- Deputy School District Treasurer
- School District Tax Collector
- Deputy School District Tax Collector
- School District Claims Auditor

X. Other Appointments (Board Action)

- School Physician/Nurse Practitioner
- School Attorneys
- School Attorney for Personnel Relations
- Central Treasurer: Extra-Curricular Account
- Deputy Central Treasurer: Extra-Curricular Account
- Attendance Officer
- District Independent Auditor
- District Bond Counsel
- District Municipal Advisor
- Committee & Sub-Committee on Special Education
- Committee on Pre-School Special Education
- Alternate CSE/CPSE Chairpersons
- Records Access Officer
- FOIL Appeals Officer
- Records Management Officer
- Asbestos LEA Designee
- Homeless Children & Youth Liaison Designee
- Title IX/ ADA Compliance Officer
- Section 504 Compliance Officer
- Surrogate Parent/Parent Representative
- Impartial Hearing Officers
- Special Education Mediation
- Medicaid Compliance Officer
- Civil Rights Compliance Officer
- Sexual Harassment Officer
- Emergency Response Coordinators
- Chemical Hygiene Officer
- Health Coordinator
- Dignity for All Students Act (DASA) Coordinator
- Chief Emergency Officer
- Data Protection Officer
- Extra-Classroom Chief Faculty Counselor

- XI. Designations (Board Action)
- Official Bank Depositories
  - Official Newspaper
  - Petty Cash Fund Accounts
  - Chief School Officer or School Business Official to Certify Payrolls
  - Chief School Officer or School Business Official as School Purchasing Agent
  - Official Bank Signatories
  - Chief School Officer or School Business Official to authorize award of bond anticipation notes in the absence of the Board President
  - Official Board of Education Meeting Dates
- XII. Authorizations (Board Action)
- Chief School Officer or School Business Official to approve Budget Transfers
  - Chief School Officer or School Business Official or School District Clerk where applicable, authorized to sign applications for any and all Federal Funds/Grants; BOCES Contracts and Agreements
  - Participation in the National School Lunch Program
  - Conferences, Conventions, Workshops Attendance
  - Mileage Reimbursement
  - Medical Physicals
  - Re-adopt School Board Policies; Code of Ethics; and School Safety Plan
  - Code of Conduct
  - Chief School Officer or School Business Official to employ temporary, part-time, per diem or substitute personnel
  - Chief School Officer or School Business Official to approve the travel and other business expenses of teaching and non-teaching personnel
  - District Treasurer or Deputy District Treasurers to pay invoices or billings the School Business Official deems necessary to be in the best interest of the District.
  - Appointment of an Impartial Hearing Officer (HO)
  - Bonding of Personnel
- XIII. Superintendent Recognitions & Updates
- XIV. Minutes
- Regular Meeting of June 3, 2020
  - Annual Meeting of June 16, 2020
  - Regular Meeting of June 17, 2020
- XV. Contractual Agreement
- Managerial Contract (Board Action)
  - School Business Administrator (Board Action)
- XVI. Business (Board Action)
- Transfer of Extra-Classroom Activities Funds
  - Standard Work Day: Internal Claims Auditor; Tax Collector
  - Discards: Elementary Library
- XVII. Personnel (Board Action)
- Resignation: Athletic Director
  - 2020-2021 Summer Program
    - Extended School Year Teacher Aides
    - Summer Academy Program Teachers
  - 2020-2021 Summer Food Service Program
    - School Bus Drivers
    - Teacher Aides
  - 2020-2021 Department Chairpersons
  - 2020-2021 Substitutes
  - Family Leave of Absence
- XVIII. Consent Agenda Items (Board Action)
- CSE and CPSE Committee Recommendations
  - Substitute(s)
- XIX. Adjournment (Board Action)

**July 8, 2020**

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

Also Present: Matthew Frahm, Jeffrey Black, Kristina A. Saucke, Nicole J. Green, Heather Clark, Katherine Piedici and Anneke Radin-Snaith.

**Motion:**

Resolved, that the Board of Education approves the agenda of the Organizational Meeting of July 8, 2020 as presented.

### Motion Carried

**Motion Denied**

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### Motion Carried

## Motion Denied

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### Motion Carried

**Motion Denied**

**The name of \_\_\_\_\_ was placed in nomination by \_\_\_\_\_ seconded by \_\_\_\_\_**

### Motion Carried

**Motion Denied**

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

- School District Clerk for the 2020-2021 School Year: Pamela Claes
- School District Treasurer for the 2020-2021 School Year: Mark Socola

## Organizational Meeting

July 8, 2020

- Deputy School District Treasurers for the 2020-2021 School Year:
  - Phyllis Moore
  - Norma Lewis
- School District Tax Collector for the 2020-2021 School Year:  
Michele Barkley, at the rate of \$2,731.82 for the 2020-2021 School Year
- School District Deputy Tax Collector for the 2020-2021 School Year: Jeffrey Black
- School District Claims Auditor for the 2020-2021 School Year:  
Evelyn Letta, at the rate of \$2,456.25 for the 2020-2021 School Year.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

### **Motion:**

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

**BE IT RESOLVED, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the below listed appointments for the 2020-2021 school year, effective July 1, 2020, with ratification of their acts performed in the ordinary course of their duties.**

- School Physician/Nurse Practitioner for the 2020-2021 School Year: WorkFit Medical, LLC
- School Attorneys for the 2020-2021 School Year: The firm of Ferrara, Fiorenza P.C.
- Management of issues related to employee contracts, personnel and students for the 2020-2021 School Year: Cayuga-Onondaga BOCES Office of Personnel Relations.
- Central Treasurers: Extra-Curricular Account for the 2020-2021 School Year: Michele Barkley and Evelyn Letta, and Pamela Claes as Deputy Central Treasurer: Extra-Curricular Account in their absence.
- Attendance Officer for the 2020-2021 School Year: Matthew T. Frahm
- District Independent Auditor for the 2020-2021 School Year: The firm of EFPR Group, LLP
- District Bond Council for the 2020-2021 School Year: The firm of Timothy R. McGill and/or the firm of Trespasz & Marquardt, LLP
- District Municipal Advisor for the 2020-2021 School Year: Be it resolved by this Board of Education that the firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Naples Central School District. Said firm shall be compensated for its services to be rendered in accordance with its Letter of Services dated June 18, 2020. The School District Assistant Superintendent for Business is hereby authorized to sign the Letter of Services. This resolution shall take effect immediately.
- Committee on Special Education for the 2020-2021 School Year:
  - Chairperson - Katherine Piedici
  - Special Education Teacher of the Student – Rebecca Slade or other
  - General Education Teacher of the Child – Diana DiGrande or other
  - School Psychologists – Dr. Brian Meteyer or other
  - Parent of the student with a Disability
- Subcommittee on Special Education for the 2020-2021 School Year:
  - Chairperson - Katherine Piedici
  - Special Education Teacher of the Student – Rebecca Slade or other
  - General Education Teacher of the Child – Diana DiGrande or other
  - Parent of the student with a Disability

## Organizational Meeting

July 8, 2020

- Committee on Preschool Special Education for the 2020-2021 School Year:
  - Chairperson - Katherine Piedici
  - Special Education Teacher Representative: Jennifer Lester or other
  - General Education Teacher Representative: Angela Lynk or other
  - School Psychologists - Tammy Jo Matthews or other
  - County Representative
  - Parent of the child with a Disability
- Alternate CSE/CPSE Chairpersons: Dr. Brian Meteyer; Tammy Matthews;  
or Melissa Steenburgh
- Records Access Officer for the 2020-2021 School Year: Jeffrey Black
- FOIL Appeals Officer for the 2020-2021 School Year: Jeffrey Black
- Records Management Officer for the 2020-2021 School Year: Michele Barkley
- Asbestos LEA Designee for the 2020-2021 School Year: Chad Hunt
- Homeless Children & Youth Liaison Designee for the 2020-2021 School Year: Katherine Piedici
- Title IX/ ADA Compliance Officer for the 2020-2021 School Year: Matthew T. Frahm
- Section 504 Compliance Officer for the 2020-2021 School Year: Katherine Piedici
- Surrogate Parent/Parent Representative: Sandra Elwell
- Impartial Hearing Officers: List as per NYSED Impartial Hearing Reporting System (IHRS)
- Special Education Mediation: NYS Dispute Resolution Association/Center for Dispute Settlement
- Medicaid Compliance Officer for the 2020-2021 School Year: Katherine Piedici
- Civil Rights Compliance Officer for the 2020-2021 School Year: Matthew T. Frahm
- Sexual Harassment Officer for the 2020-2021 School Year: Matthew T. Frahm
- Emergency Response Coordinators for the 2020-2021 School Year:
  - Elementary School Building – Kristina A. Saucke, Elementary Principal
  - High School Building – Nicole J. Green, Secondary Principal
- Chemical Hygiene Officer for the 2020-2021 School Year: Chad Hunt
- Health Coordinator for the 2020-2021 School Year: Alyson Powers
- Dignity for All Students (DASA) Coordinators for the 2020-2021 School Year:
  - Kristina Saucke, Elementary Principal
  - Nicole J. Green, Secondary Principal
- Chief Emergency Officer for the 2020-2021 School Year: Matthew T. Frahm
- Data Protection Officer for the 2020-2021 School Year: Anneke Radin-Snaith
- Extra-Classroom Chief Faculty Counselor: Nicole J. Green

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:****2<sup>nd</sup>:**

**BE IT RESOLVED, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the designations as listed for the 2020-2021 school year.**

- The following banks are hereby designated as the Naples Central School District Depositories for the 2020-2021 School Year, and be it resolved, that in compliance with Section 53A and Section 254 of the State Education Law, amended 1935, as Board of Education of the Naples Central School District, we direct that all funds received by the treasurer, tax collector and treasurer of the internal and extra-curricular funds and securities for investments as a 3rd party bank shall be deposited in:
  - Five Star Bank
  - NYCLASS – New York Cooperative Liquid Assets Securities System
- Official School Newspaper for the 2020-2021 School Year: The Daily Messenger
- The establishment of Petty Cash Funds for the 2020-2021 School Year:
  - High School Office - \$100.00
  - School Lunch - \$100.00
- Authorization is given for the Chief School Officer or School Business Official to certify payrolls of the district for the 2020-2021 School Year.
- Authorization is given for the Chief School Officer; School Business Official; or Director of Facilities to be designated as School Purchasing Agents for the 2020-2021 School Year.
- Authorization is given for the School Business Official, the School District Treasurer, the Deputy District Treasurers, or the School District Clerk to act as Official Bank Signatories.
- Authorization is given for the Chief School Officer or School Business Official to authorize the award to the low bidder for bond anticipation notes in the absence of the Board President.
- The Board of Education meeting dates for the 2020-2021 School Year are designated as follows:
 

July 8, 2020	October 21, 2020	January 20, 2021	April 21, 2021: WFL BOCES Vote
August 5, 2020	November 4, 2020	February 3, 2021	May 5, 2021
September 2, 2020	November 18, 2020	March 3, 2021	May 18, 2021
September 16, 2020	December 9, 2020	March 17, 2021	June 2, 2021
October 7, 2020	January 6, 2021	April 7, 2021	June 16, 2021

**Voting Yes:****Motion Carried****Voting No:****Motion Denied****Motion:****2<sup>nd</sup>:**

- Authorization is given for the Chief School Officer or School Business Official to approve Budget Transfers up to \$25,000.00 for the 2020-2021 School Year and to provide the Board of Education with monthly reports on such transfers.
- Authorization is given for the Chief School Officer, School Business Official or School District Clerk where applicable, to act as the representative of the school district and to sign all applications in conjunction with any and all Federal and State aid projects, BOCES Contracts and Agreements as well as local agency contracts with Board of Education approval.
- Naples Central School District, responsible for administration of one or more schools referred to as the School Food Authority (SFA), has entered into agreement to participate in the National School Lunch Program, School Breakfast Program, and/or Special Milk Program and accepts responsibility for providing free and reduced price meals and/or free milk to eligible children in the schools under its jurisdiction.

The SFA assures the State Education Department that the school system will uniformly implement the policy with respect to determining the eligibility of children for free and reduced price meals in each school building under its jurisdiction which participates in the programs mentioned above as per the Policy Statement for Free and Reduced Price Meals or Free Milk.

- Authorization is hereby given for board members to attend NYS educationally related conferences, workshops and conventions during the 2020-2021 School Year, expenses paid by the District, with out of state conferences, workshops and conventions to be decided by the Board of Education.
- Authorization is given to establish a mileage reimbursement rate at the Internal Revenue Service business rate per mile for the 2020-2021 School Year.
- Authorization is given for the Chief School Officer to require an employee to submit to a medical examination to determine his/her fitness to continue employment, and to make such arrangements as are necessary to effectuate this resolution.
- Authorization is given that all School Board Policies, Code of Ethics, and School Safety Plan, as previously established, be re-adopted for the 2020-2021 School Year.
- Authorization is given to approve the Code of Conduct for the Naples Central School District per the requirements of the Project SAVE Legislation (Education Law Sections 2801 and 100.2.I of the Commissioner's Regulations.)
- Authorization is given to the Chief School Officer or School Business Official to employ temporary, part-time, per diem, or substitute personnel on an emergency basis.
- Authorization is given for the Chief School Officer or School Business Official to approve the travel and other business expenses of teaching and non-teaching personnel under adopted board policy, including advance payments.
- Authorization is given for the District Treasurer or Deputy District Treasurers to pay invoices or billings offering discounts and to pay billings for retirement, federal and state taxes, scholarships, liability and health insurance, employee voluntary deductions, and other invoice or billings the School Business Official deems necessary to be in the best interest of the District.
- Authorization for appointment of an Impartial Hearing Officer:

BE IT RESOLVED, that the current list of certified hearing officers from the State Education Department's web-based Impartial Hearing Officer Reporting System, who are identified as available to serve in this District, and the list as amended from time-to-time by the State Education Department and posted on the web-based IHO reporting system as the District's list of Impartial Hearing Officers.

BE IT ALSO RESOLVED, that the School District Clerk and Chief School Officer or Chief School Officer's designee shall select certified hearing officers from the State Education Department's web-based Impartial Hearing Officer Reporting System, who are available to serve in the District from the list of Impartial Hearing Officers who are certified by the Commissioner of Education of New York State; and document the rotational selection process and engage in the ministerial acts necessary to determine the first available impartial hearing officer for selection in each particular case. The State Education Department's then-current published list on the web-based Impartial Hearing Officer Reporting System will constitute the District's list of names and statement of the qualifications of each Hearing Officer.

BE IT ALSO RESOLVED, that when an Impartial Hearing Officer must be appointed at a time when the Board of Education is not in session or between board meetings, the Board President or Vice-President are authorized to appoint the first available hearing officer to serve in a particular case. In the event that neither the Board President nor Vice President is available to make such an appointment, any member of the Board may appoint the first available hearing officer to serve on a particular case. Board Member appointment of an Impartial Hearing Officer to conduct a hearing shall be promptly reported to the Board.

- Authorization is given to approve the Bonding of Personnel in the amount of \$1,000,000 each:

Chief School Officer	School District Treasurer
School Business Official	Deputy School District Treasurer
School District Clerk	Internal Claims Auditor
School District Tax Collector	Central Treasurer & Deputy Central Treasurer
Deputy School District Tax Collector	for Extra-Classroom Activity Funds

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

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

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

- Regular Meeting of June 3, 2020
- Annual Meeting of June 16, 2020
- Regular Meeting of June 17, 2020

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

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

Resolved, that the Naples Central School District Board of Education does hereby approve the terms and conditions of employment for Chad Hunt, Director of Facilities and Transportation, effective July 9, 2020 through June 30, 2022.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Abstain:**

**Motion:**

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

Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education does hereby approve the Contractual agreement for the Emergency appointment of Jeffrey Black, effective July 9, 2020 through July 10, 2021, for the position of Interim School Business Administrator as presented.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**



**Motion:**

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

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

- Resolved, as per Policy 5520 – Extra-Classroom Activities Funds, that authorization is given to transfer the remaining balance of the following inactive Extra-Curricular Accounts to the Senior High Student Council effective June 30, 2020:
  - Class of 2018: \$0.32
  - Class of 2019: \$583.76
- Resolved, that the Naples Central School District hereby establishes the Standard Work Day for the following title and will report the officials to the New York State and Local Retirement System as required:
  - Internal Claims Auditor: Evelyn Letta – Eight (8) hours
  - School Tax Collector: Michele Barkley – Eight (8) hours
- Resolved, that approval be given for the following discards to be declared surplus property and approval given to discard as per Policy #5250:  
Elementary School Library Discards:
  - March of the Penguins – One (1) Copy
  - Mom, Dad, and Me – One (1) Copy
  - Sauerkraut – One (1) Copy

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

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

**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 resignation of Chad Hunt as Athletic Director effective July 9, 2020, contingent upon the approval of terms and conditions of employment for Chad Hunt, Director of Facilities and Transportation, effective July 9, 2020 through June 30, 2022.
- Resolved, that the Board of Education approves the following Summer 2020 Extended School Year Program appointments:  
Summer Extended School Year Program Teacher Aides, Monday July 6, 2020 through Friday, August 14, 2020, salary as per negotiated agreement:  
Kelly Hall, Teacher Aide: Up to 10 hours per week  
Rachel Miller, Teacher Aide: Up to 10 hours per week
- Resolved, that the Board of Education approves the following amended Summer 2020 Academy Program appointments:  
Summer Academy Program Teachers: Monday, July 6, 2020 through Friday, August 7, 2020, salary as per negotiated agreement:  
Cassandra Montemarano, Teacher: Up to 15 hours per week  
Antone Olney, Teacher: Up to 15 hours per week  
Julie Fitzpatrick, Teacher: Up to 15 hours per week  
Jeffrey Liebentritt, Teacher: Up to 15 hours per week

Laurie Fitzgerald, Teacher: Up to 15 hours per week  
Alinda Gangi, Teacher: Up to 15 hours per week  
Kara Houppert, Teacher: Up to 15 hours per week  
Lauren Eisinger, Teacher: Up to 15 hours per week  
Kelli Panara, Teacher: Up to 15 hours per week  
Hanna Fox, Teacher: Up to 15 hours per week

- Resolved, that the Board of Education approves the following Summer Food Service Program School Bus Driver appointments, effective July 1, 2020 - August 31, 2020, salary as per negotiated agreement:
  - Sandra Houghteling
  - Richard Nisbet
  - Lisa Pastore
- Resolved, that the Board of Education approves the following Summer Food Service Program appointments, for a minimum of two (2) hours per day; three (3) days per week for a total maximum of nine (9) hours each per week, effective from July 1, 2020 through August 31, 2020, salary as per negotiated agreement:
  - Melinda Foster, Teacher Aide
  - Kelly Hall, Teacher Aide
  - Rachel Miller, Teacher Aide
- Resolved, that the Board of Education approves the following Department Chairpersons for the 2020-2021 School Year, as per the Naples Teachers' Association current contract:

UPK - 2<sup>nd</sup> Grades: Elizabeth Dormer  
3<sup>rd</sup> - 4<sup>th</sup> Grades: Christine Arsenault  
5<sup>th</sup> - 6<sup>th</sup> Grades: Aaron O'Rourke  
Elementary - Special Services UPK - 6: Jennifer Lester  
High School - Career Science: Chad Ayers  
High School - Science: Ann Kretschman  
High School - Social Studies: Matthew Green  
High School - English Language Arts: Jamie Weller  
High School - Foreign Languages: Analisa Chapman  
High School - Guidance: William Murphy  
High School - Mathematics: Adam Robinson  
High School - Special Services 7-12: Brenda Boylan  
District - Fine Arts K-12: Julie Austin  
District - Physical Education K-12: Robert Birdsall  
District - Health Coordinator K-12: Alyson Powers
- Resolved, that the 2020-2021 Substitutes are approved as presented (List attached).
- Resolved, that the Board of Education approves the request of Margaret Welch, Elementary Teacher, for an unpaid family leave of absence commencing from the end of her paid pregnancy related disability leave through on or around November 23, 2020, with benefits continuing throughout her leave as per leave as per the family medical leave act, anticipated delivery date on or around September 21, 2020.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

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

**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 Summer 2020 Extended School Year Program appointment:

Summer Extended School Year Program Teacher Aide, Monday July 6, 2020 through Friday, August 14, 2020, salary as per negotiated agreement:

Wendy Hall, Teacher Aide: Up to 10 hours per week

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Abstain:**

**Motion:**

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

**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 approves committee recommendations from the following meetings:

Committee on Preschool Special Education actions of June 2, 2020; June 4, 2020, June 9, 2020 and June 11, 2020.

Committee on Special Education actions of February 12, 2020 and May 26,2020.

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

<u>Name</u>	<u>Position</u>	<u>Address</u>
Justice Newell	Teacher Assistant	6182 South Vine Valley Rd., Middlesex, NY 14507
Margaret Ernst	Teacher	2453 County Route 90, Wayland, NY 14572
Peggy Schenk	Teacher Aide	8864 Atlanta-Garlinghouse Rd., Naples, NY 14512

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

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

There being no further business, the Organizational Meeting of July 8, 2020 is hereby adjourned at \_\_\_\_\_.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**



June 18, 2020

Mr. Matthew Frahm  
Superintendent  
Naples Central School District  
136 North Main Street  
Naples, NY 14512

Dear Matt:

We are pleased to submit the following letter for Municipal Advisor services in connection with the School District's proposed Capital Project, existing capital projects, and other financial matters.

The scope of our letter is divided into seven parts:

**A TEMPORARY FINANCING**

**PART 1** - Initial Borrowing and/or Renewal of Bond Anticipation Notes with an Official Statement.

**B PERMANENT FINANCING**

**PART 2** - Sale of Registered Public Market Serial Bonds with an Official Statement.

**PART 3** - Refunding Bonds with an Official Statement.

**PART 4** - Revenue Bond Financing Program Through Dormitory Authority of the State of New York (DASNY).

**C OTHER**

**PART 5** - Continuing Annual Secondary Market Disclosure over the Life of a Bond Issue to Comply with CFR Title 17, Securities Exchange Act of 1934, as amended, Section 240.15c2-12.

**PART 6** - IRS Arbitrage Rebate or Penalty Tracking and Calculation in Compliance with the Internal Revenue Code of 1954, as amended, Section 148.

**PART 7** - Financial Management Services.

**BERNARD P. DONEGAN, INC.**

345 WOODCLIFF DRIVE, 2ND FLOOR

FAIRPORT, NY 14450

585 • 924-2145 • FAX 585 • 924-4636

E-MAIL: team@bpdinc.net

**A TEMPORARY FINANCING**

**PART 1 - INITIAL BORROWING AND/OR RENEWAL OF BOND ANTICIPATION NOTES  
WITH AN OFFICIAL STATEMENT**

The following items will be completed under this portion of the contract when a bond anticipation note is issued:

- (1.1) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement and Notice of Sale, the Bond Anticipation Note sale, and subsequent closing.
- (1.2) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for public reoffering of issues of \$1,000,000 and more.
- (1.3) Prepare and file the "**Certificate of Filing of Official Statement**" pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (1.4) Create the **Notice of Sale** required by the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 26, and Section 60.00(e) of the Local Finance Law and coordinate the approval of Bond Counsel and subsequent distribution to potential purchasers of the Bond Anticipation Notes along with the Official Statement.
- (1.5) Arrange for **time and location of sale**.
- (1.6) Coordinate and provide **written follow-up** among School District Officials and Bond Counsel.
- (1.7) **Conduct the sale** and make a recommendation on the award of the bid.
- (1.8) Arrange for Standard & Poor's "**CUSIP**" (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue and subsequently printed on the notes, if applicable.
- (1.9) Coordinate and provide **written follow-up** of the note details and **closing arrangements** with the purchaser of the Bond Anticipation Notes, Bond Counsel and/or the School Attorney, and School District Officials.

- (1.10) If appropriate, **coordinate the payoff of any maturing Notes** with the renewal proceeds among all concerned parties.

The charge for each Bond Anticipation Note borrowing or renewal thereof will be \$5,604 plus out-of-pocket expenses. If an Official Statement is not utilized for a Note issue under \$1,000,000, then the charge would be \$2,801 plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

## **B PERMANENT FINANCING**

### **PART 2 - SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT**

The following items will be completed under this portion of the contract when serial bonds are issued:

- (2.1) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond sale.
- (2.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.
- (2.3) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (2.4) Coordinate and provide **written follow-up** to School District Officials and Bond Counsel.
- (2.5) Compile the information required to make application on behalf of the District for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond sale.
- (2.6) Apply for "Qualification" for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.
- (2.7) Provide **advance notification** of the Bond Sale to banks, brokerage firms and other potential purchasers prior to mailing the Official Statement and Notice of Sale.

- (2.8) Where appropriate, using Certificated Bonds, coordinate the appointment of a **"Fiscal Agent"** bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the District Officials, Bond Counsel and selected bank.
- (2.9) Where appropriate, using **Book-Entry Only** Bonds, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- (2.10) Coordinate the **printing and mailing of the Official Statement** and the Notice of Sale.
- (2.11) Prepare and file the **"Affidavit of Mailing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 25.3(b).
- (2.12) Prepare and file the **"Certificate of Filing of Official Statement"** pursuant to Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, Section 27.4(a).
- (2.13) Arrange for legal ad **publication of the Notice of Sale** in compliance with Section 25.2 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York and in compliance with Section 57.00 of the Local Finance Law.
- (2.14) Complete, have executed by School Officials, and file the **"Debt Statement"** and appended **SA-24 "Building Aid Estimate"** with the Office of the State Comptroller and Bond Counsel in compliance with Section 109.00 of the Local Finance Law.
- (2.15) Arrange for the **location and time of the Bond sale**, and acceptance of the bids.
- (2.16) **Conduct the sale** and make recommendation on award of the Net Interest Cost bid. Coordinate filing copies of the bids with Bond Counsel and the School District Clerk. Coordinate deposit of the proceeds of the "Good Faith" check (2% of issue amount).
- (2.17) Arrange for Standard & Poor's **"CUSIP"** (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (2.18) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and School District Officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.
- (2.19) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

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We will assist the School District in planning its total budget for the project and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system, credit rating, printing and mailing of the Official Statement, and publications of the Notice of Sale. The aforementioned materials, outside services and disbursements will be the responsibility of the School District.

The charge for each serial bond issue will be \$11,093 plus out-of-pocket expenses. If an Official Statement is not utilized for a Bond issue under \$1,000,000, then the charge would be \$5,546 plus out-of-pocket expenses. The fee quoted herein will be adjusted by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

### **PART 3 - SALE OF REGISTERED PUBLIC MARKET REFUNDING SERIAL BONDS WITH AN OFFICIAL STATEMENT**

The following items will be completed under this portion of the contract:

- (3.1) Advise on the **dollar size** of the registered serial bond issue and market timing of the Pricing.
- (3.2) Plan an optimum **maturity date** recognizing the fiscal year, timing of revenue, and long-term debt service planning impact thereof on the District.
- (3.3) Prepare **alternative maturity schedules**, if needed, complying with the restrictions of Sections 11.00 and 21.00 of the Local Finance Law, and market expectations, so that the District may select the one to be used for repayment of the borrowed funds.
- (3.4) **Presentation** to Board of Education and School District Officials, if requested.
- (3.5) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the registered serial bond pricing.
- (3.6) Coordinate and provide **written follow-up** to School District Officials and Bond Counsel.
- (3.7) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond Pricing and subsequent closing.
- (3.8) Prepare **Contact List** to be distributed to all parties.



- (3.9) Collect the information necessary and create the **Official Statement** used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (3.10) Compile the information required and make application on behalf of the District for a **Standard & Poor's or a Moody's Credit Rating** in connection with the bond pricing.
- (3.11) Attend **conference call** with Municipal Officials and Credit Rating Agency Representative.
- (3.12) Attend **due diligence conference call** with Municipal Officials, Underwriter, and Bond Counsel.
- (3.13) Apply for "Qualification" and receive bids for **municipal bond insurance**, which would guarantee the repayment of the yearly principal and interest on the Bonds and, subsequently, complete the request for reviews.
- (3.14) Coordinate **Refunding Bond Pricing** with Underwriter and other potential purchasers.
- (3.15) Where appropriate, using Certificated Bonds, coordinate the appointment of a **"Fiscal Agent"** bank to act as the required registrar for subsequent payment of principal and interest to registered bond holders. Coordinate the completion and review of the "Fiscal Agent Agreement" among the District officials, Bond Counsel and selected bank.
- (3.16) Where appropriate, using **Book-Entry Only** Bonds, coordinate all necessary arrangements with The Depository Trust Company in preparation for the closing.
- (3.17) Coordinate the completion and execution of the **Bond Purchase Agreement**.
- (3.18) Coordinate the **printing and mailing of the Official Statement**.
- (3.19) Coordination **of the Bond Pricing**, and acceptance of pricing results.
- (3.20) Arrange for Standard & Poor's **"CUSIP"** (Committee on Uniform Security Identification Procedures of the American Bankers Association) **numbers** to be assigned to the issue.
- (3.21) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and School District officials. Provide written confirmation of the net amount to be received at the closing including the principal, good faith check, premium and accrued interest as applicable.

- (3.22) If appropriate, **coordinate the payoff** and calling of any maturing Bonds with the bond proceeds among all parties concerned.
- (3.23) Completion of future principal and interest schedule with **annual debt service tracking and CUSIP identification tracking**.
- (3.24) Complete all necessary **New York State Education Department forms** for tracking the refunding. After the completion, review the forms with the municipal officials, answer questions and provide direction for execution and filing with the appropriate parties inside the State Education Department.
- (3.25) Assistance with **communicating and interfacing with Depository Trust Company** on the follow up issues. This may include what the principal and interest payments are, when the payments are due, and the wire instructions for the routing of the proceeds by Federal Funds through the Federal Reserve System to the Depository Trust Company.
- (3.26) Additional municipal request for **assistance in clarifying, informing, and reviewing the refunding process after the funding date**. This may include informing the municipal officials, advising on key communication personnel at the various agencies serving during the transaction including Bond Counsel, Depository Trust Company, Credit Rating Agency, Escrow Bank, Underwriter, Underwriter's Counsel, the Verification Agent and the tracking of the defeasement investments.

**Probable additional steps for DASNY Refinancing:**

- (3.27) Prepare a **Master Timetable of Events** leading up to the DASNY bond financing.
- (3.28) Confer with DASNY officials regarding the selection of Underwriter.
- (3.29) Review various iterations of **Appendix C**.
- (3.30) Provide **analysis** information to Underwriter.
- (3.31) Coordinate documentation with Bond Counsel for execution.
- (3.32) Compile final documentation together for due diligence questionnaire as requested by School District.
- (3.33) Where appropriate, coordinate with School District and Bond Counsel information needed on **Due Diligence Questionnaire**. Attend conference call, as needed.
- (3.34) Attend weekly **conference calls** with DASNY and Counsels to prepare for upcoming marketing of bond issuance.
- (3.35) Coordinate the completion and review of the **"Escrow Agent Agreement"** among the District Officials, Bond Counsel and selected bank.

- (3.36) Coordinate with DASNY the **printing and mailing of the Official Statement**.
- (3.37) Coordinate the completion and execution of the **Bond Purchase Agreement**.
- (3.38) Attend **Pre-Pricing and Pricing calls** and make recommendation on award of the Net Interest Cost bid.
- (3.39) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and School District Officials.
- (3.40) If appropriate, **coordinate the payoff of any Refunded Bonds** with the refunding bond proceeds among all parties concerned.

We will assist the School District in planning its total budget for the funding and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system, credit rating, printing and mailing of the Official Statement. The aforementioned materials, outside services and disbursements will be the responsibility of the School District.

Additional work for any Refunding Bonds will be at the following rates based on the Par size [*plus premium*] of the Refunding Bond (based on latest estimate of Bond size per Underwriting team): \$1,000,000 - \$5,000,000 base fee of \$19,171 plus \$1.2248 / 1,000; \$5,000,001 - \$10,000,000 base fee of \$21,301 plus \$0.7988 / 1,000; \$10,000,001 - \$20,000,000 base fee of \$23,431 plus \$0.5325 / 1,000; and \$20,000,001 and above, base fee of \$28,756 plus \$0.2663 / 1,000. If the Refunding Bond is issued through DASNY, then the above Base fee is increased by \$5,325. The rates will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Voucher will be submitted after Pricing.

#### **PART 4 - REVENUE BOND FINANCING PROGRAM THROUGH DORMITORY AUTHORITY OF THE STATE OF NEW YORK (DASNY)**

The following items will be completed under this portion of the contract:

- (4.1) Coordinate the **approval of the maturity schedule** and Bond Counsel's drafting of the certification setting the terms and conditions of the financing.
- (4.2) Complete a sequential **deadline calendar** for all items to be accomplished in connection with the creation of the Official Statement, the Bond sale and subsequent closing.
- (4.3) Prepare a **Master Timetable of Events** leading up to the DASNY bond financing.
- (4.4) Confer with DASNY officials regarding the selection of Underwriter.

- (4.5) Collect the information necessary and create the **Official Statement** (Appendix C) used to advertise the issue in compliance with Part 27 of Title 2 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in compliance with Section 60.00 of the Local Finance Law for the public sale of obligations in excess of \$500,000; and additionally, in compliance with the Security and Exchange Commission's Rule 240.15c2-12, requiring the Official Statement for the public reoffering of issues of \$1,000,000 and more.
- (4.6) Review various iterations of **Appendix C**.
- (4.7) Provide **analysis** information to Underwriter.
- (4.8) Coordinate documentation with Bond Counsel for execution.
- (4.9) Pull final documentation together for due diligence questionnaire as requested by School District.
- (4.10) Where appropriate, coordinate with School District information needed on **Due Diligence Questionnaire**. Attend conference call, as needed.
- (4.11) Coordinate and provide **written follow-up** to School District Officials and Bond Counsel.
- (4.12) Attend weekly **conference calls** with DASNY and Counsels to prepare for upcoming marketing of bond issuance.
- (4.13) Coordinate the completion and review of the "**Escrow Agent Agreement**" among the District Officials, Bond Counsel and selected bank.
- (4.14) Coordinate with DASNY the **printing and mailing of the Official Statement**.
- (4.15) Provide necessary documentation to DASNY to move forward with financing: Contact Sheet, Exhibit A, Exhibit B, SEQRA Resolution, Wording of Proposition, Bond Resolution, Affidavit of Publication, SED approval information.
- (4.16) Attend **Pre-Pricing and Pricing calls** and make recommendation on award of the Net Interest Cost bid.
- (4.17) Coordinate the **closing arrangements** with the bond purchaser, Bond Counsel and School District Officials.
- (4.18) If appropriate, **coordinate the payoff of any maturing Notes** with the bond proceeds among all parties concerned.

We will assist the School District in planning its total budget for the funding and, in doing so, we will prepare a list of materials, outside services, disbursements and the estimated costs for items such as bond register bookkeeping system. The aforementioned materials, outside services and disbursements will be the responsibility of the School District.

Work for any DASNY Bonds will be at the following rates based on the Par size [*plus premium*] of the Bond (based on latest estimate of Bond size per Underwriting Team): \$0 - \$5,000,000 base fee of \$26,428 plus \$2.1142 / 1,000; \$5,000,001 - \$10,000,000 base fee of \$31,713 plus \$1.1628 / 1,000; \$10,000,001 - \$20,000,000 base fee of \$36,999 plus \$0.6343 / 1,000; and \$20,000,001 and above, base fee of \$42,284 plus \$0.3700 / 1,000. The rates will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Voucher will be submitted after Pricing.

## **C OTHER**

### **PART 5 - CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE OVER THE LIFE OF A BOND ISSUE TO COMPLY WITH CFR TITLE 17, SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, SECTION 240.15c2-12**

The above-referenced Section 240.15c2-12 requires the School District, as the issuer of \$1,000,000 or more, "to enter into a written agreement to provide certain event notices and/or annual financial information to the Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board ("MSRB")." The regulation makes it unlawful for a broker or underwriter to purchase and reoffer the School District's issue unless the broker has verified that the School District has undertaken the above-referenced "written agreement or contract for the benefit of the bond holders." Services rendered to assist with compliance will depend directly upon the amount and type of indebtedness incurred by the School District and will be billed at the firm's hourly rate.

- (5.1) **FULL DISCLOSURE** - The School District is required to annually prepare and file a secondary market disclosure official statement (financial information and operating data); audited annual reports, if any; and Material Event Notices to MSRB's EMMA system, if the School District's total outstanding indebtedness, including the current issue, exceed \$10,000,000. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the School District.
- (5.2) **LIMITED DISCLOSURE** - The School District is required to provide, at a minimum, certain annual financial information and operating data which is customarily prepared by the School District and is publicly available and a copy of the audited financial statements to MSRB's EMMA system. The School District must also provide Material Event Notices to the EMMA system. We can assist with the collection and filing of the required information as annually required and as Event Notices are received from the School District, if the School District's total outstanding indebtedness, including the current issue, is less than \$10,000,000.

- (5.3) **LIMITED DISCLOSURE - EVENT NOTICES ONLY** - The School District is required to file certain "Event Notices" to the MSRB's EMMA system. When "Events" occur during the life of the issue, a determination is needed by Bond Counsel, and we can assist with the filing of the "Event Notices" after being notified by the School District as "Events" occur.

**PART 6 - IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION IN COMPLIANCE WITH THE INTERNAL REVENUE CODE OF 1954, AS AMENDED, SECTION 148**

The President of the Board of Education will make certifications in the closing documents prepared by Bond Counsel for the Note or Bond confirming compliance with the IRS Arbitrage Regulations §1.148. If available, the Board President will elect "Penalty" or "Rebate" on IRS Form 8038-G filed with the IRS at the time of closing on the issue. The District must track the receipt of the issue proceeds, interest earned thereon, and payments made to the IRS, as agreed to by the Board President in the closing "Arbitrage Certificate" so that the issue remains exempt from, federal, state, and local income tax under §148 of the Tax Code.

The following items will be completed at the firm's hourly rate, on an as needed basis to comply with the Internal Revenue Service Code:

- (6.1) **Determine Arbitrage Impact** on various borrowing scenarios based on "what ifs" applied to variable criteria which can affect amount of Rebate/Penalty and, consequently, amount of interest earned payable to the Internal Revenue Service.
- (6.2) **Track specific proceeds** of each issue, so the District may remain in compliance with the Internal Revenue Code, using approved Government Finance Officers Association guidelines, procedures and tracking tools. The necessary raw data will be requested by our firm and the monthly tracking accomplished with reports and recommendations to the District on optional spending patterns.
- (6.3) Perform **Arbitrage Rebate/Penalty Analysis and calculations** to determine amount of Rebate or Penalty, if any, payable to the Internal Revenue Service.
- (6.4) Assist in the completion of the **Internal Revenue Service Form 8038-T, "Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate"**, which must be filed with any Arbitrage Rebate/Penalty payment made to the IRS, in compliance with Section 148 of the Internal Revenue Code.
- (6.5) **Compile an audit trail document** showing transactions related to the issue's proceeds. The calculation of the "spend down" thresholds and any penalty or rebate will be included. The documentation will be provided to the District at completion of tracking the expenditure of the issue proceeds or in the interim for an IRS compliance audit, if required.

- (6.6) Assist in the preparation for, and **attend any worksessions** and/or meetings if and when an **IRS Audit** takes place regarding Section 148 of the IRS Tax Code dealing with arbitrage review.

## **PART 7 - FINANCIAL MANAGEMENT SERVICES**

The following representative items may be completed at the request of the Board of Education or School Administrators under this portion of the contract:

- (7.1) Assist in the creation of a **projected cash flow** for the project.
- (7.2) Assist with and coordinate the **wire transfer** of funds from bank to bank through the Federal Reserve System.
- (7.3) Assist with **financial planning** and borrowings and review of borrowing options and scenarios.
- (7.4) Assist in establishing **accounting records** and bookkeeping procedures on the double-entry basis.
- (7.5) Create the format for a **monthly financial report** on the project to summarize the information in the bookkeeping system for management purposes.
- (7.6) Assist in estimating appropriate **debt service budget** figures.
- (7.7) Attend and participate in **Board meetings**, worksessions, or public information meetings.
- (7.8) Assist Bond Counsel and District with any **Tax Questionnaires** related to financings.
- (7.9) Prepare **interim reports** concerning financial matters of the project.
- (7.10) Obtain an independent market valuation of the current value of **bonds** proposed to be **substituted in lieu of cash retainage** by contractors pursuant to Section 106.00 of the General Municipal Law and provide written followup and procedural suggestions for the physical handling of these instruments.
- (7.11) Complete the **SA-23, "Request for Building Aid Estimate"** for execution and filing by the District Officials. This assumes the District has received the "Approval of Plans and Specifications" and "Bond Certificate" from the State Education Department.
- (7.12) Provide a tracking document for various State Aid forms to enhance awareness of the District for timely and sequential filing with Facilities Planning, General Aids and Services and School District Reorganization, where appropriate.

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- (7.13) Assist in the preparation of various New York **State Department of Education forms and reports** pertaining to the Capital project.
- (7.14) If required by arbitrage rules, coordinate the investment in State & Local Government Series in cooperation with the local bank of account, bond counsel and the Federal Reserve Bank in New York City.
- (7.15) Assist with **credit rating review** and/or conference call for bond sale or surveillance call as needed by Credit Rating Agency.

The charge for any Financial Management Services will be \$171 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the change in the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30.

#### INVOICES

All invoices will include out-of-pocket expenses, which include copies, postage, mileage, travel, and any other incidental costs in connection with the project.

**PART 1 - BOND ANTICIPATION NOTE BORROWINGS WITH AN OFFICIAL STATEMENT** - Vouchers will be submitted after settlement of the Notes.

**PART 2 - SALE OF REGISTERED PUBLIC MARKET SERIAL BONDS WITH AN OFFICIAL STATEMENT** - Vouchers will be submitted after settlement of the Bonds.

**PART 3 - SALE OF REGISTERED PUBLIC MARKET REFUNDING SERIAL BONDS WITH AN OFFICIAL STATEMENT**- Vouchers will be submitted directly to the Escrow bank prior to funding.

**PART 4 - REVENUE BOND FINANCING PROGRAM THROUGH DORMITORY AUTHORITY OF THE STATE OF NEW YORK (DASNY)** - Vouchers will be submitted directly to the Escrow bank prior to funding.

**PART 5 - CONTINUING ANNUAL SECONDARY MARKET DISCLOSURE** - Vouchers will be submitted after verified filing of the required information with the specified repositories.

**PART 6 - IRS ARBITRAGE REBATE OR PENALTY TRACKING AND CALCULATION** - Vouchers may be submitted on a monthly basis.

**PART 7 - FINANCIAL MANAGEMENT SERVICES** - Vouchers may be submitted on a monthly basis.

Additional work beyond the scope of this June 18, 2020 letter of services will be at the rate of \$171 per hour plus out-of-pocket expenses. The rate will be adjusted each July 1 by the Consumer Price Index, All Urban Consumers - Northeast Urban Rate, for the time period July 1 through June 30. Vouchers for any services provided may be submitted on a monthly basis.





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If the services under any portion of this contract are commenced, but are not completed for any reason, or are completed without our firm performing the entire role contemplated herein, an invoice will be rendered for the actual hours completed at the firm's normal hourly rate, plus actual disbursements incurred.

Any services in the nature of financial advice are to be performed by our firm to the best of our abilities based on such information as may be available to us from time to time when such advice is given. No liability is assumed, however, for any errors or omissions not constituting gross negligence.

Upon acceptance of this letter of services, please **sign and date both copies**, retaining one signed copy for the official School District records, and **returning the other signed copy to our office in the envelope provided.**

This letter of intent and the fees quoted herein are valid if accepted and executed within 60 days of the date hereon.

Bernard P. Donegan, Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The MSRB website is <http://msrb.org/>. A municipal advisory client brochure is available to you describing protections that may be provided by the Municipal Securities Rulemaking Board rules and how to file a complaint with an appropriate regulatory authority.

Pursuant to SEC MSRB Rule G-42, this letter of services should be in place prior to municipal advice being given. Further, under Rule G-42, we are not aware of any known material conflicts of interest with your municipality. The firm has not been subject to any legal or disciplinary proceedings under SEC regulations. The Company's SEC Forms MA and MA-I can be found at [www.sec.gov/edgar/searchedgar/webusers.htm](http://www.sec.gov/edgar/searchedgar/webusers.htm).

If you should have any questions concerning this letter of services, please contact us. We look forward to continuing to work with the School District.

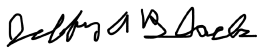
Very truly yours,

A handwritten signature in blue ink that reads 'Karen J. Moon'.

Karen J. Moon  
Vice President

KJM/jam  
Enclosures

I, Jeffrey A. Black, Interim Business Administrator of the  
Naples Central School District, have been authorized by a resolution dated  
July 8, 2020 to accept the Bernard P. Donegan, Inc. letter for Municipal  
Advisor Services as outlined above.

(Signed) 

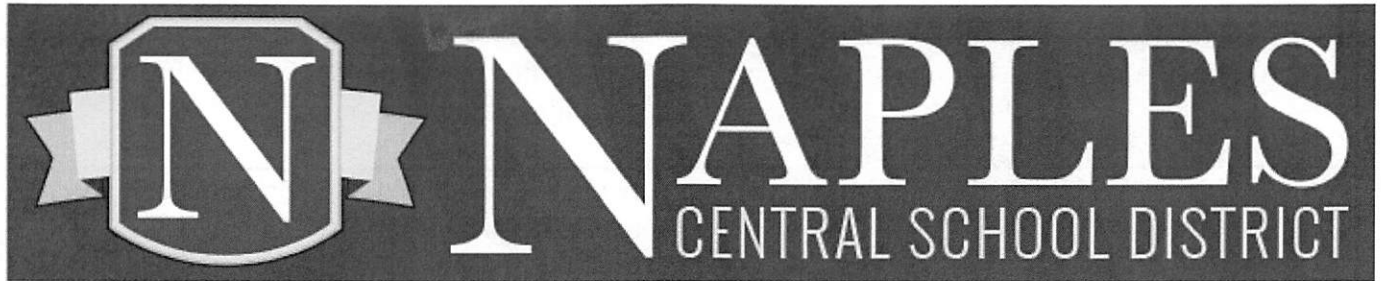
(Dated) July 9, 2020

**NAPLES CENTRAL SCHOOL DISTRICT**  
**RESOLUTION AUTHORIZING EXECUTION OF LETTER FOR**  
**MUNICIPAL ADVISOR SERVICES**

At a \_\_\_\_\_ meeting of the Board of Education of the Naples Central School District, Ontario County, New York, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the following were:

BE IT RESOLVED BY THIS BOARD OF EDUCATION AS FOLLOWS:

- (1) The firm of Bernard P. Donegan, Inc., is hereby designated Municipal Advisor to the Naples Central School District.
- (2) Said firm shall be compensated for its services to be rendered in accordance with its letter of services dated June 18, 2020.
- (3) The School District \_\_\_\_\_ is hereby authorized to execute and deliver said letter of services.
- (4) This resolution shall take effect immediately.



## TERMS AND CONDITIONS OF EMPLOYMENT

This document shall set forth the terms and conditions of employment for Chad Hunt ('Employee'), as provided by the Board of Education of the Naples Central School District (the "Board").

Nothing contained herein shall be construed as a contract of employment. The terms and conditions contained herein may be changed by the Board of Education at the Board's discretion.

Effective July 9, 2020, the Board will employ the Employee under the following terms and conditions:

1. Employee shall be employed as the Director of Facilities and perform all duties connected therewith along with such other and further duties as may be assigned by the Superintendent.
2. The annualized salary for the position of Director of Facilities commencing July 9, 2020, through June 30, 2021, will be \$82,539. His compensation commencing July 1, 2021, through June 30, 2022, will be \$84,932. Such compensation shall be paid to the Director of Facilities on days established by the Board of Education for the payment of employee salaries. Any increase in salary will be determined by the Board of Education.
3. The Employee will be entitled to a stipend of \$19,243 annualized effective July 9, 2020, for duties related to Capital Projects, Transportation, and General Business Administration. The stipend will increase by 2.9% annually for the term of the contract. In the event that the Employee is no longer working with Capital Projects, Transportation, and General Business Administration, the stipend will no longer be applicable.
4. The Employee has no grievance rights and any discipline will be governed by the laws of New York State. No additional discipline rights are conferred by this document.
5. The Employee will be entitled to the following fringe benefits below:

<u>Benefit</u>	<u>Managerial</u>
VACATION	<ul style="list-style-type: none"><li>- 20 days granted on July 1 of each school year</li><li>- 5 unused days may be carried each year for a maximum of 25 days in one year.</li><li>- Any remaining unused days will be converted to sick days at the end of each school year.</li></ul>

VACATION CASH IN	May cash in a maximum of (5) unused vacation days at his/her per diem rate.
VACATION DAYS UPON RETIREMENT	Any unused vacation days upon retirement will be converted to sick days. Any converted days that exceed the 165 sick day maximum will be paid out at \$40/day.
SICK LEAVE	Fifteen (15) days granted on July 1 of each school year. Unused sick leave days at the end of each year will be added into accumulated sick leave total for the following year for a maximum of 180 days. Any accumulated sick time beyond 165 will be reimbursed at \$40 per day on June 30th. Sick days are credited at the beginning of each fiscal year.
SICK LEAVE CASH IN AT RETIREMENT	Upon retirement, unused sick days can be reimbursed at the per diem rate of \$40. Sick days can also be converted to service credit per ERS regulations. Please see the business office staff for details.
DEATH IN FAMILY	Up to three (3) days are available per year for bereavement. If additional days are needed, they will be deducted from sick leave. A family shall be defined as child, stepchild, spouse, parent, sibling, grandparent, mother in law or father in law.
HEALTH INSURANCE OPTIONS	<p>Healthy Blue:</p> <p>\$25 co-pay with a \$5/\$25/\$50 drug rider</p> <p>\$30 co-pay with a \$5/\$35/\$70 drug rider</p> <p>Blue Point 2:</p> <p>Select \$15 co-pay with a \$10/\$25/\$40 drug rider</p> <p>Extended with a \$5/\$15/\$30 drug rider</p> <ul style="list-style-type: none"> <li>- The district contributes 87.5% of Premium;</li> <li>Employee contributes 12.5%: (For the life of the contract)</li> </ul>
HEALTH INSURANCE UPON RETIREMENT	Retirees will have the same health insurance benefit plan upon retirement or a similar plan as current employees of the district in similar positions, as health insurance plans may change from time-to-time.

	<p>District contribution toward health insurance upon retirement will be as follows:</p> <ul style="list-style-type: none"> <li>• 10-15 years - 47%</li> <li>• 15-20 years – 90%</li> <li>• Over 20 years – 95%</li> </ul> <p>When retired employees reach eligibility for Medicare coverage, those retirees shall be covered by the Medicare complimentary plan offered by the carrier that is applicable to the insurance plan under which they retired, or its equivalent. A complimentary plan is a Medicare-eligible product that works in conjunction with Medicare. Any premium differences based upon the plan the retiree is under that exceeds the plan or its equivalent will be the employee's responsibility to pay.</p>
HEALTH INSURANCE BUY-OUT	\$750 Single, \$1,250 Family
MEDICAL REIMBURSEMENT	\$500, only available if enrolled in a district-provided health insurance plan
FLEX PLAN	Employee contributed
WORK YEAR	July 1 <sup>st</sup> – June 30 <sup>th</sup>
SABBATICAL LEAVE	N/A
TAX SHELTERED ANNUITY	Employee Contributed
MILEAGE REIMBURSEMENT	Current IRS Rate
PERSONAL, ADOPTION, PREGNANCY, AND CHILD REARING LEAVE	<p>Personal: 4 non-cumulative days per year.</p> <p>Adoption: Unpaid upon approval of Superintendent</p> <p>Pregnancy: Unpaid upon approval of Superintendent</p> <p>Child Rearing: Unpaid upon approval of Superintendent</p>
JURY DUTY	If elected to serve jury duty, the employee shall be paid the difference between any jury duty payment and their regular daily rate for time served.
TUITION REIMBURSEMENT	N/A
TECHNOLOGY REIMBURSEMENT	\$720 per year (can be used for cell phone)
LIFE INSURANCE	N/A

HOLIDAYS	13 paid including New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, July 4 <sup>th</sup> , Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and two days at Christmas (one of which will be Christmas Day).
ANNUAL PHYSICAL	N/A

**Signed:**

\_\_\_\_\_  
**Jacob Hall, Board of Education President**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Matthew T. Frahm, Superintendent of Schools**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chad Hunt, Director of Facilities**

\_\_\_\_\_  
**Date**



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



**INTERIM SCHOOL BUSINESS ADMINISTRATOR  
EMPLOYMENT AGREEMENT**

Agreement, made this 8<sup>th</sup> day of July, 2020 by and between the BOARD OF EDUCATION OF THE NAPLES CENTRAL SCHOOL DISTRICT (hereinafter, the "Board") and Jeffrey Black residing at 33 Thrall Street, Naples, New York (hereinafter, the "School Business Administrator").

**1. Offer of Employment.**

The Board, pursuant to New York Education Law and in accordance with a resolution duly adopted at a meeting held on July 8, 2020, hereby offers to employ Jeffrey Black as the Interim School Business Administrator of the District upon the terms and conditions set forth in this Agreement.

**2. Acceptance by School Business Administrator.**

The Interim School Business Administrator hereby accepts said offer of employment and agrees to perform, to the best of his ability, the duties of such position.

**3. Term of Employment.**

(a) The Interim School Business Administrator shall be employed from July 1, 2020 until the appointment of a permanent School Business Administrator, unless such employment is further extended or sooner terminated as hereinafter provided. The District and the Interim School Business Administrator acknowledge that this employment is temporary and does not affect any claim the unit representing administrative employees might have as to exclusivity of bargaining unit work.

(b) The term of this Agreement may be terminated sooner or extended upon mutual agreement of the parties.

(c) Any extension of the term of the Interim School Business Administrator's employment shall be in the form of an amendment to this Agreement; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by the parties.

(d) The Interim School Business Administrator is an "at will" employee and either the Interim School Business Administrator or the Board may terminate this Agreement without cause immediately upon twenty-four hours prior written notice to the other party.



**4. Interim School Business Administrator's Duties and Responsibilities.**

(a) The Interim School Business Administrator shall perform all the duties of and possess all of the authority now or hereafter imposed upon or granted to a School Business Administrator under the provisions of the Education Law or other statute of the State of New York, or by rule or regulation of the Board of Regents or Commissioner of Education.

(b) The Interim School Business Administrator shall carry out varied duties as described in the job description for the School Business Administrator or as directed by the Superintendent of Schools. The Board may, from time to time, prescribe additional duties and responsibilities for the Interim School Business Administrator, consistent with those normally associated with the position of School Business Administrator in the State of New York.

(c) The Interim School Business Administrator is held to the standard of confidentiality, which means that he shall not discuss or disclose any confidential materials, oral or written, to any unauthorized person or agent.

**5. Certification.**

The Interim School Business Administrator shall possess a valid certificate to act as a School Business Administrator of Schools in the State of New York during the term of his employment with the District.

**6. Compensation.**

The Interim School Business Administrator shall be paid at the daily rate of \$520.00 (\$65.00 / hour). The Interim School Business Administrator will submit a timesheet of hours / days worked to the Superintendent of Schools on a schedule established by the Interim School Business Administrator and the District. Salary payments will be subject to Federal and State Withholding, and FICA contribution. Payment will be made on a bi-weekly basis on regular District payroll dates, to the extent possible. The Interim School Business Administrator waives and is not eligible for any of the benefits or protections afforded to District employees such as provided by a collective bargaining agreement (e.g., vacation, personal, sick, or bereavement leave, or health benefits or life insurance benefits).

**7. Vacation Breaks.**

The Interim School Business Administrator shall work days during school breaks to be determined as needed and with pre-approval of Superintendent.

**8. Expense Reimbursement.**

The Interim School Business Administrator is authorized to incur reasonable expenses in the discharge of his duties if approved in advance, including but not limited to expenses for travel and similar items related to his employment. The Board will pay or reimburse the Interim School Business Administrator for all such expenses upon presentation, from time to time, of an itemized account of such expenditures.

**9. Indemnification.**

The Board agrees to provide legal counsel and to indemnify the Interim School Business Administrator to the extent of Board policy of Naples School District against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence or other conduct resulting in bodily injury to any person or damage to the property of any person committed while the Interim School Business Administrator is acting within the scope of his employment or at the direction of the Board. The Interim School Business Administrator will not be indemnified where his actions were grossly negligent, illegal, or willful.

**10. Absences and Other Work.**

It is the intention of the Agreement that the Interim School Business Administrator will be in the District's employ per an agreed upon schedule between the Interim School Business Administrator and the Superintendent of Schools. If the Interim School Business Administrator is not able to perform his duties due to illness, doctor appointments and/or other prior commitments he will inform the Superintendent of Schools. The Interim School Business Administrator shall devote his full time, skill, labor and attention to the discharge of his duties during the term of this Agreement; provided, however, that he may undertake consultative work, speaking engagements, writings, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of the Interim School Business Administrator's duties and responsibilities as specified herein. For example, it is understood that he has the following commitments that will require absences without pay:

- a. Mentoring/coaching an administrator in a neighboring District.
- b. Personal absence (i.e. family obligations discussed with Superintendent).

**11. Written Agreement.**

This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with the provisions of this Agreement or by an agreement in writing between the parties.

**12. Severability.**

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

Dated: July 8, 2020

**THE BOARD OF EDUCATION OF  
NAPLES CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
President

Dated: July 8, 2020

By: \_\_\_\_\_  
Interim School Business Administrator

## ACKNOWLEDGEMENTS

STATE OF NEW YORK     )  
COUNTY OF ONTARIO    ) ss:

On this \_\_\_\_ day of July, 2020, before me came \_\_\_\_\_, to me known who, being by me duly sworn, did depose and say that he/she resides in Naples, New York; that he is the President of the Board of Education of the Naples Central School District described in, and which executed the foregoing Agreement; that he/she knows the seal of said school district; that the seal affixed to said Agreement is such school district seal; that it was so affixed by order of the Board of Education of said school district; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
COUNTY OF ONTARIO    ) ss:

On this \_\_\_\_ day of July, 2020, before me came \_\_\_\_\_, known to me to be the person described in, and who executed the foregoing Agreement, and duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

## CLERK'S CERTIFICATION

This is to certify that this Agreement was approved and the execution hereof on behalf of the Board of Education was authorized by vote of the Board of Education of the Naples Central School District at a public meeting duly held on July 8, 2020, and has been made a part of the minutes of that meeting.

\_\_\_\_\_  
School District Clerk

# NAPLES CENTRAL SCHOOL 2020-2021 SUBSTITUTE LIST

Last Name	First Name	Position
Abraham	Darryl	Teacher
Beigel	Andrew	Teacher
Beigel	Marianna	Teacher
Bennett	Jean	Teacher
Betrus	Barbara	Teacher
Bjork	Lyndsey	Cleaner
Bjork	Lyndsey	Teacher Aide
Black	Jeanne	Teacher
Bradshaw	Rita	Teacher Aide
Breese	Karen	Teacher
Broadwell	Corby	Nurse
Callaghan	Joy	Teacher
Callaghan	Joy	Teacher Aide
Christmas III	Donald	Cleaner
Christmas III	Donald	Custodian
Christmas III	Donald	Building Maintenance Assistant
Cole-Adams	Crystal	School Monitor
Cole-Adams	Crystal	Teacher Aide
Cole-Adams	Crystal	Typist
Cole-Adams	Crystal	Teacher
Coleman	Terri-Lee	Teacher
Crawford	Priscilla	Teacher
Daggett,	Ashley	Teacher Aide
Daggett,	Ashley	School Monitor
Dick	Gregory	Bus Driver
Didas	Anna	Nurse LPN
Didas	Anna	Teacher Aide
Didas	Anna	Typist
DiNatale	Christa	Cleaner
Ditmars	Christopher	Cleaner
Dormer	Zachary	Teacher
Edgerton	Chris	Teacher
Fleischman	Stacy	Bus Driver
Fleischman	Stacy	Cleaner
Fleischman	Samantha	School Monitor
Fleischman	Samantha	Teacher Aide
Fowler	Michael	Teacher
Fowler	Michael	Teacher Aide
Frappier	Sargent	Teacher
Frappier	Sargent	Teacher Aide
Frazer	Suzanne	Teacher
Garofalo	Mikayla	Teacher
Gerstner	Meaghan	Lifeguard

# NAPLES CENTRAL SCHOOL 2020-2021 SUBSTITUTE LIST

Last Name	First Name	Position
Habben	Patricia	Teacher
Habben	Patricia	Teacher Aide
Habben	Patricia	Teacher Assistant
Habben	Patricia	Typist
Hall	Wendy	Teacher
Halladay	Polly	Nurse
Hotelling	Jill	Teacher Aide
Hunt	Robert	Automotive Mechanic/Bus Driver
Hunt	Robert	Building Maintenance Assistant
Hunt	Robert	Building Maintenance Mechanic
Hunt	Robert	Bus Driver
Jensen	Erin (Becca)	Teacher
Keefer	Jessica	Teacher
Keefer	Jessica	Teacher Aide
Kenney	Clair	Teacher
Kenney	Clair	Teacher Aide
King	Brenda	Teacher
King	Brenda	Teacher Aide
King	Brenda	Teacher Assistant
Krueger	Priscilla	Teacher
LaChapelle	Lara	Teacher
Louthan-Green	Mackenzie	Lifeguard
Mason	Pamela	Teacher
Mehlrose	Elizabeth	Teacher
Mehlrose	Elizabeth	Food Service Helper
Mehlrose	Elizabeth	Teacher Aide
Middleton	Jessica	Teacher
Middleton	Jessica	Lifeguard, Temporary
Miller	Rachel	Bus Monitor
Norton	Erin	Lifeguard
Northrop	Sophia	Teacher
Northrop	Sophia	Teacher Assistant
Olney	Jessie	Teacher
Poppleton	Mark	Teacher
Porter	Juantia	Teacher
Pulver	Edda	Teacher
Pyano	Christine	Teacher
Rocha	Samuel	Lifeguard
Saar	William	Teacher
Schenk	Joanne	Clerk
Schenk	Joanne	Food Service Helper
Schenk	Joanne	Teacher Aide
Schenk	Joanne	Typist

# NAPLES CENTRAL SCHOOL 2020-2021 SUBSTITUTE LIST

Last Name	First Name	Position
Schenk	Peggy	Food Service Helper
Schweigert	Kimberly	Teacher
Simmons	Melissa	Teacher
Simons Caruso	Jodi	Teacher
Smith	Gregory	Teacher
Stanton	Kathy	Teacher Aide
Steff	Hannah	Teacher Aide
Stephens	Connie	Teacher Aide
Stephens	Connie	Typist
Stevens	Roberta	Clerk
Taillon	Shane	Teacher
Vest	Tyler	Teacher
Vest	Tyler	Tutor
Vivirito	Joseph	Teacher
Waldeis	Carter	Lifeguard
Walters	Susan	Teacher
Wentzel	Ian	Teacher
Wheaton	Christine	Clerk
Wheaton	Christine	Teacher Aide
Whiting	Dianna	Teacher
Wixom	Alan	Teacher
Wixom	Alan	Teacher Aide
Wixom	Laura	Clerk
Wixom	Laura	Food Service Helper
Wixom	Laura	School Monitor
Wixom	Laura	Teacher Aide
Wixom	Laura	Typist
Yee	Clyde	Teacher
Zona	David	Building Maintenance Assistant