

BOARD MEETING: Regular Meeting
DATE: Wednesday, August 4, 2021
TIME: 6:00 p.m.
PLACE: Naples High School Cafeteria

- I. Meeting Called to Order
II. Roll Call
III. Adopt the Agenda of the Special Meeting of August 4, 2021 (Board Action)

IV. Pledge of Allegiance

V. Richard Engel: Presentation of Diploma

- 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

- Claims Auditor Report
- American Rescue Plan Update
- JUUL Lawsuit
- Vaccination Clinic
- School Re-Opening Plan

IX. Board Reports

- Facility Committee
 - Capital Project update from SEI, LeChase and Chad Hunt
- Committee Assignments

X. Minutes

(Board Action)

XI. Tax Warrants

- Naples Central School Tax Warrant
- Naples Public Library Tax Warrant

(Board Action)

(Board Action)

XII. Inter-municipal Agreements

- School Resource Officer

(Board Action)

XIII. Lawsuit against JUUL Labs, Inc

(Board Action)

XIV. Business

- Designate Electronic Copy of Board Policy as the Official Copy
- Transfer of Extra-Classroom Activities Funds
- Superintendent Search Consultant

(Board Action)

XV. Personnel

(Board Action)

- Resignations
 - School Bus Driver
- Terms & Conditions of Employment
 - Fall Coaches
 - Extra-Curricular: Mentors
- Appointments
 - Summer Program Appointments:
 - Benchmarking
 - Extended Program Substitute Teacher Aide
 - 2021-2022 Benchmarking
 - Unpaid Leave of Absence
- English Teacher
- Social Studies Teacher
- Music Teacher
- Contractual Teacher Substitute
- Teacher Aides

XVI. Consent Agenda Items

(Board Action)

- Substitutes:
 - Teacher Aide

XVII. Adjournment

(Board Action)

Regular Meeting

August 4, 2021

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, August 4, 2021 at _____ p.m. in the Naples High School Cafeteria.

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

Members Absent:

Also Present: Jeffrey Black, Chad Hunt, Kristina A. Saucke, Nicole J. Green, Heather Clark and Pamela Claes.

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

Motion:

2nd:

Resolved, that the Board of Education approves the agenda of the Regular Meeting of August 4, 2021 as presented.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

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

- Regular Meeting of June 16, 2021
- Organizational Meeting of July 14, 2021

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

Whereas, the Board of Education has been authorized by the voters at the Annual School Meeting held on May 18, 2021 to raise for the current budget of the 2021-2022 school year a sum not to exceed \$21,743,527.00;

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

And be it hereby directed that a sum not to exceed \$12,259,719.00 be levied in the form of a tax on property set forth on the aforementioned assessment rolls; And that the warrant therefore and the rolls thereof, be executed by a majority of the members of the Board of Education; and that the receiver of taxes be authorized to collect taxes on said warrant for a period of 30 days, beginning September 1, 2021, without penalty, and for a period of 32 days thereafter with a two percent (2%) penalty, and for a period of 2 days thereafter with a penalty of three percent (3%), as provided by statute.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

WHEREAS, the Board of Education has been authorized by the voters at the Annual School Meeting held on May 18, 2021 to assess and levy upon the taxable property of the District the sum of two-hundred and ten thousand dollars (\$210,000) annually toward the Naples Public Library Budget;

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

And be it hereby directed that a sum not to exceed \$210,000 be levied in the form of a tax on property set forth on the aforementioned assessment rolls; And that the warrant therefore and the rolls thereof, be executed by a majority of the members of the Board of Education; and that the receiver of taxes be authorized to collect taxes on said warrant for a period of 30 days, beginning September 1, 2021, without penalty, and for a period of 32 days thereafter with a two percent (2%) penalty, and for a period of 2 days thereafter with a penalty of three percent (3%), as provided by statute.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

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

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

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

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

1. The Board of Education hereby approves the intermunicipal agreement between the District and County for School Resource Officer services, effective September 1, 2021 through June 30, 2022.
2. The Board authorizes the Superintendent of Schools to execute the intermunicipal agreement in the form approved by legal counsel.

This Resolution shall take effect immediately.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstentions:

Motion:

2nd:

Resolved, that the Board of Education approves the following resolution authorizing the commencement of ECigarettes and Vaping Litigation:

WHEREAS, the use and abuse of e-cigarettes and vaping devices has increased dramatically among high school and middle school students in recent years, leading to significant risks of addiction, potentially life-threatening respiratory ailments, and other health consequences; and

WHEREAS, the use of ecigarettes and vapid devices by students has caused the Naples Central School District (the "School District") to incur costs in the form of staff time, disciplinary proceedings, and other costs, with the expectation that these costs will only increase unless and until student use of these devices decreases; and

WHEREAS, the School District" s Board of Education (the "Board") has been invited to join a nation-wide lawsuit by school districts against Juul Labs, Inc. the largest seller of E-cigarettes in the United States and other parties responsible for the production, marketing, sale and distribution of e-cigarettes and vaping devices; and

WHEREAS, the Board wishes to join this lawsuit to discourage the proliferation of ecigarettes, end the marketing of e-cigarettes to children, and seek compensation for harm caused to the District due to e-cigarette use.

NOW, THEREFORE, BE IT RESOLVED, the Board of Education hereby resolves:

1. To appoint the law firms of Ferrara Fiorenza PC, and the Frantz Law Group, APLC and approve the agreement to provide legal services in connection with pursuing claims for damages against Juul Labs, Inc. and others consistent with the recitals above;
2. To authorize the Superintendent to take all steps necessary for the District to become an active co-plaintiff to pending litigation filed on behalf of school districts Nationwide by the Frantz Law Group against Juul Labs, Inc. and others.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstentions:

Motion:

2nd:

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

- Resolved, that the Naples Board of Education of the Naples Central School District designates the electronic version of the Board of Education Policy Book as the Official Copy.
- 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, 2021:
 - Class of 2020: \$3,833.82
 - Class of 2021: \$1,318.96
- **WHEREAS**, the Board of Education of the Naples Central School District has determined that there is a need to fill the position of Superintendent of Schools as a result of the resignation of Matthew T. Frahm the current Superintendent; and

WHEREAS, the Commissioner of Education has encouraged and instructed the District Superintendent of Schools of supervisory districts to assist component school districts in the recruitment and selection of superintendents; and

WHEREAS, Dr. Vicma Ramos, District Superintendent of Schools of the BOCES, has advised the Board of Education that she is available to oversee a superintendent search process, and that the Commissioner of Education has instructed her to provide assistance to the Board of Education in the selection of the new Superintendent and to provide such other assistance to the school district as may be needed; and

NOW THEREFORE BE IT RESOLVED, the Naples Central School District Board of Education authorizes the appointment of Dr. Vicma Ramos, District Superintendent of the Wayne-Finger Lakes BOCES, as the lead search consultant for the position of Superintendent of Schools; and

BE IT FURTHER RESOLVED, that the Naples Central School District Board of Education authorizes the expenditure of funds, directly related to the recruitment and selection of the Superintendent of Schools for the Naples Central School District. Such expenses shall include, but not be limited to, expenses for advertisement and publishing the notice of vacancy and related information, postage, mileage, travel, and incidental expenses. All expenses submitted for reimbursement shall be submitted on appropriate requisitions, purchase orders or claim forms by the Wayne-Finger Lakes BOCES, for reimbursement by the Naples Central School District.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

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

- Resolved, that the Board of Education approves the following resignations:
 - Wendy Hall, Teacher Aide, with regret, effective September 1, 2021
 - Leanne Parsell, School Bus Monitor and School Monitor, effective September 1, 2021, contingent upon her appointment as a Teacher Aide, effective September 1, 2021.
 - Tyler Vest, Teacher Assistant, effective August 5, 2021, contingent upon his appointment as a Social Studies Teacher, effective August 5, 2021.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the Terms and Conditions of Employment for the Administrative Internship of Social Studies Teacher Gregory Parzych, effective July 19, 2021 through November 5, 2021.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following probationary appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:
 - Elisha Burger, to a probationary term of four (4) years beginning on August 5, 2021 and expiring on August 4, 2025, as an English Teacher, effective August 5, 2021. 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 English Language Arts 7-12, Emergency COVID-19; Students with Disabilities, Grades 7-12 – Generalist, Emergency COVID-19. Salary for this position will be Step 1 of the 2021-2022 Distribution Schedule – Masters. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.

- Tyler Vest, to a probationary term of four (4) years beginning on August 5, 2021 and expiring on August 4, 2025, as a Social Studies Teacher, effective August 5, 2021. 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 Social Studies 7-12, Initial. Salary for this position will be Step 1 of the 2021-2022 Distribution Schedule – Masters. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.
- James Will Hope, to a probationary term of four (4) years beginning on August 5, 2021 and expiring on August 4, 2025, as a Music Teacher, effective August 5, 2021. 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 Music, Initial. Salary for this position will be Step 1 of the 2021-2022 Distribution Schedule – Masters. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following substitute appointment, pending a successful background clearance report provided to the school as a result of the fingerprinting process:
 - Mikayla Metzger, 11761 Lyon Road, Naples, NY 14512, as a Contractual Substitute Teacher, effective September 1, 2021, at the rate of \$120/day, as per Policy 6220: Temporary Personnel.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:
 - Leanne Parsell, 130 Maplewood Drive, Naples, NY 14512, as a Teacher Aide, effective September 1, 2021, at the rate of \$12.97/hour.
 - Crystal Cole-Adams, 7971 Hickory Bottom Road, Naples, NY 14512, as a Teacher Aide, effective September 1, 2021, at the rate of \$12.97/hour.
 - Kathy Stanton, 11551 Maple Avenue, Naples, NY 14512, as a Teacher Aide, effective September 1, 2021, at the rate of \$12.97/hour.
 - Madeline Abraham-Tilley, 7321 Clement Road, Naples, NY 14512, as a Teacher Aide, effective September 1, 2021, at the rate of \$12.50/hour.
 - Rachel Kuras, 38A Vine Street, Naples, NY 14512, as a Teacher Aide, effective September 1, 2021, at the rate of \$12.50/hour.

- Cassandra Scheg, 390 Olney Road, Naples, NY 14512, as a School Bus Driver, effective August 5, 2021, at the rate of \$12.50/hour for the time period associated with school bus driver training. Costs associated with trainings, permits, licensing, certification and other items required by Federal or NYS law for school bus drivers will be reimbursed once documentation is submitted indicating successful completion of each of the above. Following completion of all necessary training, permits, licensing, certification and other items required by Federal and/or New York State law for School Bus Drivers, the rate of pay will be \$20.69/hour.
- Resolved, that the Board of Education approves the following Coaches for the 2021-2022 School Year, salary as per negotiated agreement:

| | |
|---------------------------------------|--|
| Boys Varsity Soccer: Ryan Betrus | Girls Modified A Soccer: Robert Birdsall |
| Boys JV Soccer: Jonathan Betrus | Varsity Cross Country: Heather Reigelsperger |
| Varsity Golf: Adam Robison | Modified Cross Country: Tyler Vest |
| Girls Varsity Soccer: Frank Gleichauf | |
- Resolved, that the Board of Education approves the following Extra-Curricular appointments for the 2021-2022 School Year, salary as per negotiated agreement:
 - Mentor for Sarah English (Grade 3): Diana DiGrande
 - Mentor for Jessica Mothersell (Math Intervention): Alinda Gangi
 - Mentor for Instrumental Music Teacher (TBD): Kara Ingalls
 - Mentor for Cassandra Wicker (Special Education): Lauren Eisinger
 - Mentor for Michelle Broderick (Special Education): Tammy Matthews
 - Mentor for Elisha Burger (English): Jaime Weller
 - Mentor for Tyler Vest (Social Studies): Matthew Green
- Resolved, that the Board of Education approves the following Summer Program appointments:
 - Jeanne Black, Benchmarking: Up to 5 days between July 29, 2021 and August 13, 2021, at Step 1 of the 2021-2022 Distribution Schedule – Masters.
 - Extended School Year Special Education Teacher Aide Substitute, for the time period of July 6, 2021 through July 20, 2021, at the rate of \$12.50/hour: Abigail Wright
- Resolved, that the Board of Education approves the retired Elementary Teacher Jeanne Black to complete Benchmarking for the 2021-2022 School year, at Step 1 of the 2021-2022 Distribution Schedule – Masters.
- Resolved, that the Board of Education approves the request of Rebecca Faulkner for an unpaid leave of absence, commencing on August 27, 2021 through November 30, 2021, as per CSEA Contract, Article XX Unpaid Leave, Section 20.1.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

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 hereby approves the following Substitute Appointment, 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> |
|-------------|-----------------|------------------------------------|
| Solana Low | Teacher Aide | 6653 Porter Road, Naples, NY 14512 |

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

There being no further business, the Regular Meeting of August 4, 2021 is hereby adjourned at

_____.

Voting Yes:

Voting No:

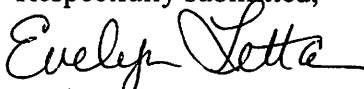
Motion Carried

Motion Denied

Board of Education Auditor Report – August 2021 Board Meeting

From April 1, 2021 – June 30, 2021 I have approved warrants 0122-0158 for a total amount of \$3,062,433.58 during the fourth quarter of the 2020-2021 fiscal year. Other than one interest and penalty fee of \$12.00 to Environmental Conservation Department due to misfiling, there were no other errors this quarter.

Respectfully submitted,


Evelyn Letta

Facilities Committee Report

Naples Central School District Board of Education

Date: July 14, 2021

Time: 6:30 P.M. (Immediately following BOE Meeting)

Location: District office

Present: Joe, Rob, Jake, Jeff, Chad

Agenda Items

- **Future Meeting Dates**
 - August 4, 2021, September 8, 2021, October 6, 2021
- **Air Conditioning Update**
 - Based on Budget Committee recommendations, portable units are in service in the elementary summer school classrooms. On very hot days they need to be running before students arrive to work best. The feedback from the summer school faculty and staff has been tremendous.
 - The maintenance department is testing units on the second floor of the high school and they are making a difference. It has been a very hot summer and these devices will not make a room get to 65 degrees. However, the feel in the rooms is better.
 - We ordered an additional 55 units to be in service when school starts in September
 - Hats off to the maintenance department, their installation looks quite professional.
- **Other Facilities Updates**
 - Doors facing Main St. are complete and looking good.
 - The grass at the site of the old bus garage is coming in. We are encouraging Grape Fest not to use the space this year until it is more established but it should be able to be open to student activity this fall.
 - There are a few trees that have fallen ill that are on the summer schedule to be removed and replaced at a future date when the timing is right.
- **Capital Project Discussion**
 - We reviewed the steps up to tonight where can bring our plan for a capital project vote to the board as an update in anticipation of taking formal action on holding a public referendum in October.
 - **2019:** began initial discussions in committee and at board level
 - **Early to mid-2020:** Determined a very general project scope and worked with financial planners on a summary of existing and future debt – Received informal go-ahead from full BOE to proceed in planning a project
 - **Early 2021:** Used a structured community input process with four meetings on subareas of the project culminating in a final full community input session. Those general areas are auditorium, elementary classrooms, athletic fields, and elementary playground areas.
 - **Spring and Summer 2021:** continued facilities committee work included selection of a project clerking firm, reviewing project scope and establishing base estimates of overall costs.
 - **Summer 2021:** Finalized current project scope and cost estimates, and worked with our financial planners to create a plan that does not have a negative impact on the tax levy going forward.
 - **August 4:** Check in with full board as to current scope, financial plan, and schedule of future activities up to and after a project vote.

INTRODUCE SEI AND LECHASE

THIS AGREEMENT (this "Agreement") made September 1, 2021, by and between the COUNTY OF ONTARIO, a municipal corporation organized and existing under the laws of the State of New York, having its county seat and principal offices at 20 Ontario Street, Canandaigua, New York 14424, hereinafter referred to as the "County", and, NAPLES CENTRAL SCHOOL an educational corporation organized and existing under the laws of the State of New York having its principal offices at 136 MAIN STREET NAPLES, NY 14512, hereinafter referred to as the "School." The County and the School are sometimes referenced to in this Agreement individually as a "party" or collectively as the "parties."

WITNESSETH:

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

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

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

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

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

1. **TERM.** The term of this Agreement shall be September 1, 2021 to June 30, 2022.
2. **SUSPENSION OR TERMINATION OF AGREEMENT.**
 - a. This Agreement may be terminated at any time by either party upon the giving of ninety (90) days' written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement; or without cause upon one hundred eighty (180) days' written notice. In the event this Agreement is terminated, compensation will be made to the County for all costs actually incurred in performing the services to the date of termination. The School shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of such termination.
 - b. In addition, the School may suspend or terminate the Agreement immediately upon written notice pursuant to governmental order or School determination that access to the School's facilities must be restricted due to the impact of the COVID-19 pandemic, including but not limited to building closures resulting from the COVID-19 pandemic. The County may suspend or terminate the Agreement immediately upon written notice pursuant to governmental order prohibiting SRO from providing services under this Agreement as a result of the COVID-19 pandemic. The County's compensation under the Agreement will be pro-rated for any period wherein services are not rendered pursuant to a suspension or termination under this Subsection.
3. **SCOPE OF SCHOOL RESOURCE OFFICER PROGRAM.** The SRO Program is designed to provide education, law enforcement and counseling to school students. It is an attempt to deter criminal behavior through positive interactions with students during school hours. The SRO will work with the School community to promote a safe learning environment for all students. It is the intention of the parties over the life of this Agreement to collaborate on the issues of recruitment, on-boarding and training of an SRO; evaluation of data and effectiveness; and receipt of feedback from constituents, in a

manner consistent with the Local Implementation Rubric adopted by the U.S. Department of Justice and the U.S. Department of Education under their Joint Safe School-based Enforcement through Collaboration, Understanding and Respect (SECUR-e) program.

4. **RIGHTS AND DUTIES OF COUNTY SHERIFF.** The County Sheriff shall assign one (1) SRO to the School as follows:

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

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

- a. The SRO shall act as an educator, counselor and police officer.
- b. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the principal or member of the faculty.
- c. The SRO shall make available to the School faculty and students a variety of law related presentations.
- d. The SRO shall coordinate all of his/her activities with the School principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the School.
- e. The SRO shall develop expertise in presenting various subjects to the School students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.
- f. The SRO shall encourage individual and small group discussions with School students, based upon material presented in class to further establish rapport with the students.
- g. The SRO shall make himself/herself available for conference with School students, parents

and faculty members in order to assist them with problems of law enforcement or crime prevention.

h. The SRO shall become familiar with all School community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff at the School.

i. The SRO shall assist the School principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on the School campus or during School sponsored events.

j. The SRO shall take law enforcement action as required by law. As soon as practicable, the SRO shall make the principal of the School aware of such action. At the principal's request and upon final approval by the County Sheriff, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related School functions, to the extent that the SRO may do so under the authority of the law. Whenever practicable, the SRO shall advise the School principal before requesting additional police assistance on the School campus.

k. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her School assignment, whenever necessary and authorized by the County Sheriff.

l. The SRO may be assigned non-campus investigations relating to runaways that attend the School to which the SRO is assigned.

m. The SRO shall maintain detailed and accurate records of the operation of the SRO Program, and shall make them available to the School principal or superintendent if required by law.

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

o. The SRO shall be prohibited from detaining or questioning students about their immigration status.

p. The County and the SRO shall comply with all applicable federal, State and local laws, rule and regulations. All of the obligations of the SRO as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

q. The County and the SRO shall comply with all federal, state and local laws, rules, regulations, executive orders, and other requirements applicable to or arising from the COVID-19 pandemic while performing duties under the Agreement. The County and SRO shall comply with health and safety practices and protocols consistent with DOH's Interim COVID-19 Guidance for Pre-K

to Grade 12 Schools attached hereto as Addendum “D,” the New York State Checklist for Pre-K to Grade 12 Schools attached hereto as Addendum “E,” and the School’s policies, plans and procedures applicable to the provision of SRO services.

6. RIGHTS AND DUTIES OF THE SCHOOL.

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

7. PAYMENT.

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

8. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER. The SRO shall remain an employee of the County Sheriff ’s Office, and shall provide services to the School as an independent contractor. The SRO shall therefore not hold himself out as, nor claim to be, an employee of the School, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School, including, but not limited to, workers’ compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO shall not have, or hold himself out as having the authority or power to bind or create liability for the School by the SRO’s acts or omissions. The School and the County acknowledge that the SRO shall remain responsive to the chain of command of the County Sheriff who shall have sole control and authority over such SRO.

9. APPOINTMENT OF SCHOOL RESOURCE OFFICERS. SRO applicants must meet the following requirements and be acceptable to the School:

- a. The applicant must be a volunteer for the position of SRO.
- b. The applicant must be a County Deputy Sheriff.
- c. The applicant must possess job knowledge, experience, training, education, and appropriate appearance, attitude, communications skills and demeanor.

10. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICER.

1. In the event the principal of the School feels that the SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the School Superintendent that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the School Superintendent shall advise the County Sheriff of the principal's request.

2. If the County Sheriff so desires, then the School Superintendent and Sheriff shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the School may be required to be present.

3. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the County Sheriff, then the SRO shall be removed from the program at the School.

4. The County Sheriff may dismiss or reassign the SRO based upon County Department Rules and Regulations governing special assignments and/or general orders and when it is in the best interest of the people of the School.

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

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

Ontario County Sheriff

74 Ontario Street

Canandaigua, NY 14424

NAPLES CENTRAL SCHOOL

Superintendent

136 MAIN STREET NAPLES, NY 14512

Ontario County Attorney

20 Ontario Street

Canandaigua, NY 14424

12. **GOOD FAITH.** The School, the County, their agents and employees, agree to cooperate in good faith in fulfilling the terms of this Agreement. The School Superintendent and the County Sheriff or their designees shall endeavor to resolve any difficulties or questions by negotiation.

13. **DATA PRIVACY AND SECURITY.**

- a. **Protection of Confidential Data.** The County shall provide the contracted services in a manner which protects Student Data (as defined by 8 NYCRR 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR 121.1(r)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, New York State and local laws and regulations, including but not limited to Education Law Section 2-d and the associated regulations (8 NYCRR Part 121).
- b. **Data Breach.** In the event that Confidential Data is accessed or obtained by an unauthorized individual due to the County’s or the SRO’s acts or omissions, and/or a subcontractor or affiliate of the County’s acts or omissions, the County shall provide notification to the School without unreasonable delay and not more than seven calendar days after the discovery of such breach. The County shall follow the following process:
 - i. The security breach notification shall be titled “Notice of Data Breach,” shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident in the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of the County’s investigation or plan to investigate; and contact information for representatives who can assist the School District with additional questions.
 - ii. The County shall also prepare a statement for parents and eligible students which provides information under the following categories: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.”
 - iii. Where a breach or unauthorized release of Confidential Data is a result of the County’s or the SRO’s acts or omissions, and/or a subcontractor or affiliate of the County’s acts or omissions, the County shall pay for or promptly reimburse the School for the cost of notification to parents and eligible students of the breach.
 - iv. The County shall cooperate with the School and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.
- c. **2-d Addenda.** The following addenda attached hereto shall be incorporated into the Agreement, and shall supersede any inconsistent provisions in the Agreement:
 - i. Addendum A: School District’s Parents’ Bill of Rights for Data Privacy and Security
 - ii. Addendum B: Parents’ Bill of Rights – Supplemental Information Addendum
 - iii. Addendum C: Third-Party Data Security and Privacy Plan

14. **MODIFICATION.** This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

15. **NON-ASSIGNMENT.** The School shall not assign or transfer this agreement to any other person or corporation without the previous consent, in writing, of the Chairman of the Ontario County Board of Supervisors. The County shall not assign or transfer this Agreement to any other person or corporation without the previous consent, in writing, of the School's Board of Education.

16. **SEVERABILITY.** In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

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

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

a. that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the School shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts and/or omissions or a material breach of this Agreement by the School or third parties under the direction or control of the School; and

b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in paragraph (a) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the School by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

c. That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the School district, the County shall indemnify and hold harmless the School district, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts and/or omissions or a material breach of this Agreement by the County or third parties under the control of the County; and;

d. To provide defense and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly referred to in subparagraph (c) and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the county by the School district of the School district's receipt of a Notice of Claim, service of process or other demand or claim.

e. The defense and indemnification obligations provided herein shall survive the expiration or

termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officers the day and year first above written.

DIGITAL SIGNATURE PAGE

Black Jeffrey-Interim
Superintendent/Business
Administrator

Digitally signed by Black Jeffrey-Interim
Superintendent/Business Administrator
Date: 2021.08.02 11:45:22 EDT
Reason: Review/Sign contract and upload
insurance
Location: Naples, NY 14512

SCHEDULE A - Naples

| | | 2021-2022 Cost | |
|-----|---|-------------------|----------------------|
| | | Annual | 1 PT SRO Per hour |
| [1] | Gross Salary | \$35,724 | |
| [2] | Fringe Benefits | \$3,626 | |
| | Subtotal Salary & Fringe at 100% | \$39,350 | |
| | Annual Cost of Salary, & Benefits | \$39,350 | |
| | Hourly Cost of Salary, & Benefits | | \$37.84 |
| [3] | Overtime Hourly Cost of Salary, & Benefits | | \$56.75 |
| | Annual Estimated Cost for SRO | \$39,350 | |
| | Anticipated School Cost - 1040 hours | | \$39,350 |

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

| | | |
|-----|---|---------------|
| [2] | Benefits paid on Gross Wages for PT Deputy Jaus | <u>2021</u> |
| | FICA | 7.65% |
| | WC | 2.50% |
| | Retirement | 0.00% |
| | Health Ins. | 0.00% |
| | | <u>10.15%</u> |

[3] Overtime incurred by Part Time SRO for School related activities to be billed separately at this overtime rate. The standard hourly rate represents the maximum



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---|--|
| PRODUCER The Evans Agency, LLC One Grimsby Drive Suite 200 Hamburg NY 14075 | | CONTACT NAME: Debra Williams PHONE (A/C, No, Ext): (716) 926-8697 FAX (A/C, No): (716) 926-8690 E-MAIL ADDRESS: dwilliams@evansagencyins.com | |
| INSURED Naples Central School District 136 North Main Street Naples NY 14512 | | INSURER(S) AFFORDING COVERAGE INSURER A: Utica National Ins. of Ohio INSURER B: Utica National Ins Co of Texas INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 13998 43478 | |

COVERAGES

CERTIFICATE NUMBER: 2020-21

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|--|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | CPP4330893 | 07/01/2020 | 07/01/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | | | | |
| | | | MED EXP (Any one person) \$ 10,000 | | | | |
| | | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | | | | | | | Employee Benefits \$ 100,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAC4330894 | 07/01/2020 | 07/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | BODILY INJURY (Per person) \$ | | | | |
| | | | BODILY INJURY (Per accident) \$ | | | | |
| | | | PROPERTY DAMAGE (Per accident) \$ | | | | |
| | | | | | | | PIP-Extended \$ 50,000 |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | CULP43330896 | 07/01/2020 | 07/01/2021 | EACH OCCURRENCE \$ 8,000,000 |
| | | | AGGREGATE \$ 8,000,000 | | | | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | EDUCATORS LEGAL LIABILITY | | | CPP4330893 | 07/01/2020 | 07/01/2021 | EACH OCCURRENCE \$1,000,000 |
| | | | AGGREGATE \$2,000,000 | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of coverage with regard to the SRO program

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Ontario County 20 Ontario Street Canandaigua NY 14424 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>/s/ K. Williams</i> |
|---|---|

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



ADMINISTRATOR INTERNSHIP
EMPLOYMENT AGREEMENT

TERMS AND CONDITIONS

1. The effective starting date will be July 19, 2021
2. Under this agreement, the final date of your internship will be November 5, 2021
3. The work schedule will be the same as that worked by teachers and holidays and recess periods will be considered the same.
4. Salary and Benefits during this internship will be as follows:
 - a. Salary: continuation of salary set as of July 1, 2021.
 - b. Benefits as Provided under the NTA agreement.
5. NTA dues will no longer be assessed starting September 1, 2021

By my signature, I acknowledge reading this agreement and consent to its terms and conditions.

For the Employee:

For the District:

Gregory Parzych

Jeffrey Black, Interim Superintendent

Date

Date