

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

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of January 20, 2021 (Board Action)

IV. Executive Session (Board Action)

V. Pledge of Allegiance

VI. Public Comments: The Board of Education invites you, the residents of our school community, to feel comfortable in sharing matters of interest or concern that you might have with us. The Board President will be happy to recognize those of you who wish to speak. We would ask that you come forward and please identify yourself before presenting your thoughts.

Those items brought to the attention of the Board during this time may be taken under consideration for future response or action. (*Individual comments will be limited to three minutes.*)

As a matter of courtesy, we ask that issues related to specific School District personnel or students be brought to the attention of the Superintendent of Schools privately. Thank you for this consideration.

Board Reponse: The Board of Education is committed to keeping communication open and transparent. The Board of Education President will be working with the Board and the Superintendent to make every effort to respond to public comments directed to the Board of Education at previous meetings, during the next scheduled meeting.

VII. Points of Interest

VIII. Superintendent Recognitions & Updates

- Quarterly Internal Audit Report
- COVID-19 Tracker
- Capital Project Planning Reminder
- Instructional Practices in the High School
- BOE Retreat Proposal
- Student Representative Report
- Budget Update

IX. Board Report

- Budget Committee
- Policy Committee

X. Minutes (Board Action)

- Regular Meeting of January 6, 2021

XI. Contractual Agreements

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

XII. Business (Board Action)

- Donation

XIII. Personnel (Board Action)

- Retirement Resignation
- Resignation
- Unpaid Leave

XIV. Personnel (Board Action)

- Unpaid Leave
- Appointment
 - Substitute Kindergarten Teacher

XV. Consent Agenda Items (Board Action)

- CSE and 504 Committee Recommendations
- Student Teachers
- Substitutes
 - Food Service Helper
 - Automotive Mechanic/School Bus Driver

XVI. Adjournment (Board Action)

Regular Meeting

January 20, 2021

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

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

Members Absent:

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

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 January 20, 2021 as presented.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

Resolved, that the Board of Education approves calling an executive session at _____ p.m. for the purpose of discussing the employment history of a particular person or persons.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Time out of Executive Session: _____ p.m.

Motion:

2nd:

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

- Regular Meeting of January 6, 2021

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

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

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

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstain:

Motion:

2nd:

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

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

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstain:

Motion:

2nd:

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

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

Voting Yes:

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

Voting Yes:

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 request for an unpaid leave of absence for Wendy Hall, Teacher Aide, from January 19, 2021 through June 25, 2021.
- Resolved, that the Board of Education approves the appointment of Wendy Hall, as Substitute Kindergarten Teacher, effective January 19, 2021, through the remainder of the 2020-2021 school year, with all current benefits associated with her Teacher Aide position maintained throughout the time of her appointment as Substitute Kindergarten Teacher. The certification area and status is Childhood Education (Grades 1-6), Initial Certification and Students with Disabilities (Grades 1-6), Initial Certification. Salary for the 2020-2021 school year will be Step 1 of the 2020-2021 Distribution Schedule – Bachelors. This appointment is in accordance with and subject to Education Law, the regulations of the Commissioner of Education, and the by-laws of the Board of Education.

Voting Yes:**Motion Carried****Voting No:****Motion Denied****Abstain:****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 accepts the committee recommendations from the following meetings:
 - Committee on Special Education actions of December 11, 2020 and December 22, 2020.
 - 504 Committee actions of December 15, 2020.

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

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

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

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

Voting Yes:**Motion Carried****Voting No:****Motion Denied****Motion:****2nd:**

There being no further business, the Regular Meeting of January 20, 2021 is hereby adjourned at _____.

Voting Yes:**Motion Carried****Voting No:****Motion Denied**

Board of Education Auditor Report – January 2021 Board Meeting

From October 1, 2020 – December 31, 2020 I have approved warrants 0032, 0037-0038 and 0046-0081 for a total amount of \$3,056,054.48 for the second quarter of the 2020-2021 fiscal year. The following errors have occurred and were corrected.

1. (3) missing electronic backup paperwork – payroll
2. (2) missing signatures on paperwork

A total of 5 errors from 697 transactions (0.007%)

Payroll Warrants 0032, 0037, 0038 and 0044 are included in this quarter.

Respectfully submitted,


Evelyn Letta

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

- a. The employee is awaiting test results because the employee has developed symptoms of COVID-19 and is actively seeking a medical diagnosis.
- b. The employee’s dependent child is subject to an order of quarantine or isolation by the State of New York, Department of Health, local board of health, or other governmental entity authorized to issue orders of quarantine or isolation due to COVID-19, and the employee has no alternative childcare available.

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

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

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

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

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

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

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

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

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

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

NAPLES CENTRAL SCHOOL DISTRICT

By: _____
Matthew Frahm, Superintendent of Schools

Date

NAPLES TEACHERS' ASSOCIATION

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

Date

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



Tentative Agreement
Naples Teachers' Association
and the
Superintendent for the Naples Central School District

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

1. Edit the cover page and other "dated" pages of the plan to reflect the 2020-2021 school year.
2. The District-wide SLO growth target will be 3% for the 2020-2021 school year.
3. Edit the APPR plan document to reflect that effective July 1, 2020, all teachers in the Naples Central School District will be covered by the group measure, as ratified by the parties on November 26, 2019.
4. As in previous years, the parties will apply for an independent observer hardship waiver from NYSED.
5. If the COVID-19 situation requires us to go remote, the parties will meet to discuss the situation and negotiate on how to proceed with APPR.

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

For the District

Matthew T. Frahm

Superintendent of Schools

Naples Central School District

For the Association

Andrew Scott Petrie

President

Naples Teachers' Association

Date

Date

MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

1. The District will grant an employee up to a total of ten (10) additional paid leave days to use through the remainder of the 2020-2021 school year for either of the following circumstances:
 - a. The employee is awaiting test results because the employee has developed symptoms of COVID-19 and is actively seeking a medical diagnosis.
 - b. The employee’s dependent child is subject to an order of quarantine or isolation by the State of New York, Department of Health, local board of health, or other governmental entity authorized to issue orders of quarantine or isolation due to COVID-19, and the employee has no alternative childcare available.
2. The additional ten (10) paid leave days may be utilized consecutively or intermittently and for one or both of the reasons set forth above in paragraph 1.

3. Use of the above described days is conditioned upon an employee's inability to telework.
4. If an employee exhausts the ten (10) days set forth herein, the leave days shall not be replenished, and the employee must use his/her available paid or unpaid leave days.
5. If, at any point during the use of the above-described leave days, the employee would not normally be compensated if he/she were not utilizing leave (e.g., an unpaid holiday, school closure), he/she shall not be compensated for the leave days described above.
6. This Agreement shall not alter any other benefits and/or rights provided by federal, state, or local laws or as set forth in the collective bargaining agreement between the Parties.
7. The provisions of this Agreement shall sunset at the close of business on June 30, 2021. There is no carry over of the ten (10)-day leave granted herein to the 2021-2022 school year. After this date, the Parties shall revert to the language set forth in the collective bargaining agreement.
8. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both Parties.
9. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.
10. This Agreement and the terms and conditions herein are based upon unique circumstances relating to the COVID-19 pandemic, and, therefore, shall not be used to establish a practice, past practice, or precedent in any matter whatsoever.
11. This Agreement shall become effective January 1, 2021.

FOR THE DISTRICT:

Matthew T. Frahm
Superintendent

Date

FOR THE ASSOCIATION:

Madalene Guerri
President

Date

Paul Peters
Labor Relations Specialist

Date