

BOARD MEETING: Regular Meeting
DATE: Wednesday, June 16, 2021
TIME: 6:00 p.m.
PLACE: Naples High School Cafeteria and via Zoom

- I. Meeting Called to Order
- II. Roll Call
- III. Adopt the Agenda of the Regular Meeting of June 16, 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
- IX. Board Reports
 - Budget Committee
 - Policy Committee
- X. Minutes (Board Action)
 - Regular Meeting of June 2, 2021
 - Special Meeting of June 9, 2021
- XI. Intermunicipal Agreement
 - Village of Naples Summer Recreation Program (Board Action)
 - Municipal Cooperation Agreement (Board Action)
- XII. Interim Superintendent (Board Action)
- XIII. Tuition Agreement (Board Action)
- XIV. Business (Board Action)
 - Discards
 - Facility Use Request
 - Summer Recreation Program
 - Donation
 - Organizational Meeting
 - Speech Therapy Services Agreement
- XV. Personnel (Board Action)
 - Resignations
 - Appointments
 - Family Leave
- XVI. Consent Agenda Items (Board Action)
 - CSE, CPSE and 504 Committee Recommendations
 - Substitutes
- XVII. Adjournment (Board Action)

Regular Meeting

June 16, 2021

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, June 16, 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, Chad Hunt, 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 June 16, 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 2, 2021
- Special Meeting of June 9, 2021

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the negotiated Inter-municipal Agreement between the Board of Education of the Naples Central School District and the Village of Naples in regards to use of the School District's pool for family and summer swimming programs, commencing June 28, 2021 and terminating on June 28, 2022.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstain:

Motion:

2nd:

Resolved, that authorization is given for the Municipal Cooperation Agreement between Naples Central School and the Village of Naples, effective July 1, 2021 and ending on June 30, 2022, and authorization is given for Matthew T. Frahm, Superintendent to sign the Municipal Cooperation Agreement.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstain:

Motion:

2nd:

WHEREAS, the Naples Central School District requires an interim superintendent while its Board of Education searches for a successor to its resigned superintendent;

NOW, THEREFORE, Be it Resolved, that the Board of Education appoints Jeffrey Black as Interim Superintendent and School Business Administrator effective August 1, 2021 through and including December 31, 2021 or a permanent replacement is appointed, subject to the terms and conditions of the Interim Superintendent employment contract between the Board and Jeffrey Black.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstain:

Motion:

2nd:

WHEREAS, pursuant to the terms of the Agreement by and between Naples Central School District Board of Education and Dr. Matthew T. Frahm, Superintendent of Schools (the "Agreement"), the Board of Education, having met and conferred, is desirous of amending the Agreement; and

WHEREAS, the Board and the Superintendent agree to the proposed Amendment which addresses the proration of tuition reimbursement and the buyback of vacation days, while providing the terms of such reimbursement;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby approves the Amendment to the Agreement, and hereby authorizes the President of the Board, or the Vice President in his absence, to execute said Amendment on behalf of the Naples Central School District and to file same with the District Clerk.

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 Business resolutions as presented:

- Resolved, that approval be given for the following discards to be declared surplus property and approval given to discard as per Policy #5250:
 - Elementary Music Department Discards (List Attached)
- Resolved, that authorization is given for the use of facilities for the Village of Naples Summer Recreation Program, from June 28, 2021 and continuing through August 6, 2021 including all previous requirements and restrictions.
- Resolved, that authorization be given to accept the generous donation from Walmart in Canandaigua, NY of a pallet of hand sanitizer containing over 200 individual bottles, including 32 oz. bottles of Hellow Bellow hand sanitizer and 8 oz. bottles of Suave Hand sanitizer.
- The Board of Education meeting date for the 2021-2022 Organizational Meeting is designated as follows: July 14, 2021 at 6:00 p.m.
- Resolved, that the Juventas Physical, Occupational, and Speech Therapy Services, PLLC, is hereby approved to enter into a, Independent Contractor Agreement for the purpose of providing Speech Therapy services for students enrolled in the Naples Central School District effective July 1, 2021. (Agreement attached)

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 Naples Central School District Board of Education approves the resignation of Matthew T. Frahm, Superintendent, with regret, effective August 1, 2021.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the resignation of April Sanko, Head Bus Driver, with regret, effective July 1, 2021.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the resignation of Donald Christmas, School Bus Driver, with regret, effective June 9, 2021.
- Resolved, that the Board of Education approves the following probationary appointments:
 - William Welch, 7002 County Road 12, Naples, NY 14512, as a School Bus Driver, effective July 6, 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 appoints Jennifer Lester, to a probationary term of three (3) years beginning on July 1, 2021 and expiring on June 30, 2024, as Elementary Education Teacher, effective July 1, 2021. The certification area and status are Pre-Kindergarten, Kindergarten, and Grades 1-6, Permanent; Students with Disabilities Grades 1-6, Professional; and Reading Teacher, Permanent. Salary for this position will be Step 21 of the 2021-2022 Distribution Schedule –Masters. This appointment is made in accordance with and subject to Education Law, and 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 Provisional appointment, pending a successful background clearance report provided to the school as a result of the fingerprinting process:
 - Lynne Castle, 615 Italy valley Road, Naples, NY 14512, as a Typist, effective June 24, 2021, at the rate of \$15.00/hour.
- Resolved, that the Board of Education approves the following Summer Program appointments Summer Academy Program Teachers for the time period of July 6, 2021 through August 5, 2021, Monday through Thursday, unless otherwise indicated, salary as per negotiated agreement:

Angela Lynk
Sara English
Jeffrey Liebentritt
Lauren Eisinger
Jessica Mothersell
Alinda Gangi
Adam Robison
Melissa Neubauer
Robert Birdsall

Gretchen Pulver
Cassandra Montemarano (Job Share – 17 days total)
Sarah Waltman (Job Share – 2 days total)
Julie Fitzpatrick (Job Share – 16 days total)
Kathleen Meteyer (Job Share – 3 days total)
Christine Arsenault (Job Share – 15 days total)
Julie Didas (Job Share – 4 days total)
Philip Bariteau (2 days/week)

Regular Meeting

June 16, 2021

Shane Taillon (Building Substitute Rate)

Emma Lincoln (Substitute Teacher Rate)

Sarah Waltman & Jeanne Black – Benchmarking: Up to 5 days between July 29th & August 13th

Summer Academy Teacher Aide, for the time period of July 6, 2021 through August 5, 2021, Monday through Thursday, salary as per negotiated agreement:

Kelly Hall

Summer Academy Program Temporary Teacher Aides for the time period of July 6, 2021 through August 5, 2021, Monday through Thursday, unless otherwise indicated at the 2021-2022 rate of pay for their regular full-time positions:

Lyndsey Bjork, Food Service Helper

Summer Academy Program Temporary Teacher Aides for the time period of July 6, 2021 through August 5, 2021, Monday through Thursday, at the rate of \$12.50/hour:

Laura Wixom

Peggy Schenk

Kathy Stanton

Extended School Year Special Education Teachers, for the time period of July 6, 2021 through August 13, 2021, Monday through Friday, unless otherwise indicated, salary as per negotiated agreement:

Jodie Schwartz

Laurie Fitzgerald

Extended School Year Special Education Temporary Teacher Aides, for the time period of July 6, 2021 through August 13, 2021, Monday through Friday salary as per negotiated agreement:

Melinda Foster

Extended School Year Special Education Temporary Teacher Aides, for the time period of July 6, 2021 through August 13, 2021, Monday through Friday, salary as per negotiated agreement:

Leanne Parsell

Extended School Year Support Staff, salary as per negotiated agreement:

Tammy Matthews, Counseling & Summer Academy/ESY Coordination (Full time hours)

Julie Austin, Music Therapy: One day/week

Nicole Dillon, Occupational Therapy (Contracted through BOCES)

Stephanie Storms, Physical Therapy (Contracted through BOCES)

Janice Green, Speech Therapy (Contracted through Juventas)

Laura Finnan, Nurse

Additional Staffing:

Roxanne Bachelder: Up to four days as needed to support the transition for the new Elementary Secretary

Carrie Grove: Instructional Coach, up to twenty days in addition to summer professional development days.

Abigail Wright: Daily Substitute, assigned daily as needed.

- Resolved, that the Board of Education approves that regularly employed personnel may be called in to work as substitutes in the Extended School Year or Summer Academy programs as needed, salary as per negotiated agreement.

- Resolved, that the Board of Education approves that regularly employed personnel may be called in to work summer hours as needed, salary as per negotiated agreement.
- Resolved, that the Board of Education approves the following Temporary appointment for the 2021-2022 School Year:
 - Garrett Waltman, 14 Pinewood Lane, Naples, NY 14512, as a Student Helper to help in the Facilities Department, effective July 1, 2021 through June 30, 2022 at the rate of \$12.50/hour.
- Resolved, that the Board of Education approves the request of Therese Marble, English Teacher, for an unpaid family leave of absence commencing from the end of her paid pregnancy related disability leave through June 30, 2022, with benefits continuing throughout her leave as per leave as per the family medical leave act, anticipated delivery date on or around October 31, 2021.

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 accepts the committee recommendations from the following meetings:
 - Committee on Special Education actions of April 29, 2021; May 10, 2021; May 11, 2021; and May 12, 2021.
 - Committee on Preschool Special Education actions of April 27, 2021; May 4, 2021; May 6, 2021; and June 10, 2021.
 - 504 Committee actions of May 19, 2021; and June 1, 2021.
- b. 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>
Jessica Schwartz	Teacher Aide	50 College St MHC 3205, South Hadley, MA 01075
Sarah Fagnoli	Teacher	7542 County Road 36, Naples, NY 14512

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

There being no further business, the Regular Meeting of June 16, 2021 is hereby adjourned at

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

INTERMUNICIPAL AGREEMENT

This agreement made on the 16 day of June 2021, by and between the Board of Education of the Naples Central School District (hereinafter "School District") and the Village of Naples (hereinafter "Village").

1. Objective: The Village of Naples Recreation Department seeks to use the School District's pool for family and summer swimming programs.
2. Term: This Agreement shall commence on June 28, 2021, and terminate on June 28, 2022
3. Description of the Pool: The School district shall provide access to its pool and pool facilities including locker-room for use by the Village during the term of the Agreement ("Pool").
 - 3.1 Description of the Programs: The Village will use the Pool for its open family swim nights and summer swimming program. Both programs will commence and terminate with the term of this agreement.
 - 3.2 Condition of the Pool: The Village will maintain the general condition of the Pool in the same or better condition throughout the duration of this Agreement as it is in at the commencement of this Agreement.
 - 3.3 Access, Hours, and Closing: The Parties will agree on the terms of Access to the Pool. Including method and hours of access and method and responsibility for closing the pool when not in use. These terms will be annexed to this Agreement as "Schedule A."
4. Consideration: In exchange for allowing the Village to use the Pool, the School District will benefit from the Village's provision of Summer Swimming Programs to District students and residents.
5. Responsibilities of the Village:
 - 5.1 Facility Use – the Village will complete the Facility Use process
 - 5.2 Pool Maintenance: The Village shall be responsible for all costs and actions required for general maintenance of the Pool during Village Program Hours during the term of this Agreement.
 - 5.3 Lifeguards: The Village shall employ Red Cross certified lifeguards approved by Civil Service and the Village Board. The Village shall be solely responsible for the employment of said lifeguards including but not limited to compliance with all Federal, State, and local employment laws, as well as any negligent acts of omissions committed by said lifeguards during the term of the Agreement.
 - 5.4 Insurance: The Village shall obtain insurance which complies with the requirements of the School District's insurance company. A certificate of Insurance shall be provided to the School District on or before June 28, 2021
 - 5.5 Damage to the Pool:
 - A. In the event of intentional damage by a participant(s). every attempt will be made to hold the perpetrators responsible for any costs associated with their decisions and actions.

- B. In the event of a system malfunction due to damage. The Village and School District agree to mutually investigate and determine a fair, equitable resolution.
- 5.6 Indemnification: The Village shall indemnify, defend, and hold harmless the School District, its agents, and employees, from any and all claims, actions, suits, or expenses which arise out of or are in connection with the use of the Pool during the term of the Agreement and/or arise out of or are in connection with any other terms under this Agreement.

The foregoing constitutes the entire Agreement of the parties. Any modifications to this Agreement shall be made in writing and executed by both municipalities.

VILLAGE OF NAPLES



By: Brian Schenk

Title: Mayor

Date June 14, 2021

NAPLES CENTRAL SCHOOL DISTRICT

By: _____

President, Board of Education

Date _____

Approval by the Naples Board of
Education on _____.

MUNICIPAL COOPERATION AGREEMENT

AN AGREEMENT, made by and between the Village of Naples, a municipal corporation having its offices located at 106 S. Main St., Naples, NY 14512 (hereafter The Village) and the Naples Central School District, having its main office located at 136 N. Main St., Naples, NY 14512 (hereafter The School);

WITNESSETH:

WHEREAS, Section 119-0 of the General Municipal Law of the State of New York authorizes municipalities to enter into municipal cooperation agreements for the purpose of sharing labor and equipment and other resources; and

WHEREAS, The Village and The School wish to enter into a municipal cooperation agreement for the purpose of sharing such resources;

NOW THEREFORE, in consideration of the promises and covenants contained herein, it is mutually understood and agreed by and between the parties hereto as follows:

1. The Village and The School shall designate one or more coordinators who shall be authorized to request from or render to the other party such assistance as may be appropriate under this agreement. Each coordinator shall request or render assistance under the guidelines established by each party's governing body.
2. Each party hereby grants to its coordinator the authority to enter into any shared service arrangement with the other party subject to the following:
 - A. Each party agrees to rent, borrow, or exchange from the other materials, machinery, or equipment, with or without operators, which it may need for its purposes as determined by the party's coordinator. The value of the materials, supplies, machinery, or equipment borrowed by one party from the other must be returned in the form of similar types and amounts of equipment, materials or supplies or by the giving of services of equal value, to be determined by the respective coordinators.
 - B. The determination as to whether such equipment, with or without operators or supplies is available shall be made by the assisting party. If the coordinator determines that it will be in his party's best interests to lend to the other party, the coordinator is hereby authorized to do so.
 - C. Each party hereby reserves the right to refuse or withdraw assistance at any time based upon the assisting party's own needs.
 - D. It is the express intention of both parties that no payment shall be made by either party to the other in return for services rendered or equipment provided. Rather, the


consideration running to each party shall be the availability of such services, and equipment from each other. Each party shall keep accurate and up to date records of all activities performed pursuant to this agreement which shall be made available for inspection by the other party upon request.

- E. All employees of the assisting party shall be deemed to be performing services for the assisting party and shall be provided with salary and benefits in accordance with the policies of the assisting party.
 - F. All equipment and the operator thereof, for purposes of workers' compensation, liability, disability and any other relationship with third parties shall be considered the equipment of, and employee of, the assisting party.
 - G. Each party shall be responsible for its own employees, including, but not limited to workers' compensation, salary, benefits, and all insurances.
 - H. In the event that equipment being operated by an employee of the assisting party is damaged or is otherwise in need of repair while working for the other party, the assisting party shall be responsible for making such repair. In the event that equipment is damaged while being operated by an employee of the party receiving assistance, the receiving party shall be responsible for the repair of the damaged equipment.
 - I. Each party shall be responsible for the negligent acts resulting from the activities of its own employees rendered pursuant to this agreement, and each party does hereby indemnify, release, and hold harmless the other party from all loss, claims, damages, suits, or causes of action including reasonable attorney's fees for personal injury, including death, or damage to property arising out of any act or omission pursuant to this agreement, unless the same shall have been caused by the gross negligence or willful misconduct of the other party.
 - J. Each party shall carry and shall maintain in force during the term of this agreement general liability insurance coverage and business auto liability insurance coverage with minimum limits of \$ 1,000,000.00 per occurrence or accident together with all statutory insurance coverage, including but not limited to workers' compensation and disability insurance. Each party shall be named as an additional insured on the other's liability insurance policy(ies). Proof of insurance coverage shall be provided by each party to the other and shall be subject to the approval of the other party prior to the effective date of this agreement.
3. Each party hereby agrees that it is now and shall remain in compliance with all State and Federal statutes, rules, and regulations, including, but not limited to the Labor Law of the State of New York. All statutory provisions applicable to this agreement are hereby incorporated by reference.

4. No waiver, modification or other alteration of any of the terms of this agreement shall be valid unless set forth in a written document signed by each party to which shall be affixed an authorizing resolution of the governing board of each party.

5. This agreement shall be for a term of one (1) year, commencing on the ____ day of _____, 2021 and ending on the ____ day of _____, 2022.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this ____ day of _____, 2021.



The Village of Naples
By: Mayor, Brian Schenk

The Naples Central School District
By:

**TERMS AND CONDITIONS OF THE EMPLOYMENT OF JEFFREY A. BLACK
WITH THE NAPLES CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

IT IS HEREBY AGREED by and between the Board of Education of the Naples Central School Board of Education (the "Board") and Jeffrey A. Black, Interim Superintendent of Schools that:

1. Jeffrey A. Black will act as the Interim Superintendent of Schools and School Business Administrator for the Naples Central School District, performing all of the legal, normal, and customary duties of the office of superintendent of schools and school business administrator to the best of his ability.
2. The Board will employ the Interim Superintendent and School Business Administrator effective August 1, 2021. It is intended that Jeffrey A. Black will serve as Interim Superintendent and School Business Administrator through and including December 31, 2021. The parties agree that in order to complete a smooth transition to the Interim Superintendent, that Mr. Black shall work four (4) days in July 2021 at his per diem rate.
3. The Board will pay to the Interim Superintendent and School Business Administrator the sum of \$3,400 per week for his services. There will not be a reduction of salary for weeks that include holidays.
4. Payments will be in 13 equal bi-weekly payrolls as determined by the District's monthly payroll calendar. The Board shall be responsible for the withholding of all taxes and social security payments.
5. The Board will grant one (1) sick day per month of service to the District, which will be surrendered if not used.
6. The Board will grant ^{three (3)} ~~two~~ and one half (3.5) vacation days per month of service to the District, which will be compensated at the rate of \$200.00 per day, if not used.
7. The Board will grant 3 personal days for use between August 1, 2021 and December 31, 2021, which will be surrendered if not used.
8. The Board will reimburse the Interim Superintendent and School Business Administrator for the actual and necessary expenses incurred in the conduct of district business upon submission of appropriate claim information. This will include all costs associated with attendance at the NYSCOSS winter conference.
9. Any benefits not provided to the Interim Superintendent and School Business

4 Vacation Days immediately available for use on Aug 1

Administrator in this agreement, such as dental or health insurance, are the responsibility of the Interim Superintendent.

10. Any party to this agreement may terminate if upon five (5) days written notification to the other. In the event of Board termination prior to the completion of the agreed upon term of the contract, the Board will pay the Interim Superintendent two (2) weeks of salary.
11. The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment or under the direction of the Board, including but not limited to 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 or other injury to any person or damage to the property of any person.

FOR THE DISTRICT:

Jacob B. Hall
Board President

Dated: July ___, 2021

FOR THE INTERIM SUPERINTENDENT:

Jeffrey A. Black

Dated: July ___, 2021

Agreement in Principle

Dr. Frahm and Naples Central School Board of Education

Re: Repayment Calculation for Dr. Frahm's Doctoral Program

Dated: June 16, 2021

1. Superintendent Salary for 2021-2022 per diem pay calculation = \$631.19
2. Dr. Frahm owes the District \$21,390.00 as his obligation to repay the stipend for the doctoral program.
3. Matt will have accrued 25 vacation days on July 1, 2021. A portion of these days will be utilized in July of 2021.
4. The district will deduct the per diem value of each unused vacation day as of July 31, 2021 (\$631.19) from the Doctoral program repayment obligation.
5. Repayment will be made in one lump sum to the district no later than August 31, 2021.

\$21,390.00 – (# of unused vacation days x \$631.19) = Dr. Frahm's final repayment obligation

Jacob Hall

Board of Education President _____ Date _____

Matthew Frahm _____ Date _____

Music Books for discard by Julie Austin 6/7/21

The Beatles
John Denver
Barbara Streisand
Stephen Foster and his little Dog Tray
Handel - At The Court of Kings
The Young Brahms
John Philip Sousa - The March King
Famous Children Series - Tchaikovsky, Haydn, Bach, Mozart, Schubert, Schumann
Johann Sebastian Bach - Great Man of Music
Working In Music
Places of Musical Fame
Stories of Favorite Operas
More Stories of Favorite Operas
Introducing Country Music
What's a Sequencer?
What is MIDI?
What is a Synthesizer?
America I hear You - Story of George Gershwin
Apt. 3 - By Jack Ezra Keats
Flatfoot Fox and the Case of the Nosey Otter
Alfie Gives a Hand
Bearymore
Oliver Button Is A Sissy
The Story of Ferdinand
White Snow Bright Snow
American Pop
Journey Into Jazz
Singing Strings
The Sound of Bells
Drums, Rattles and Bells
Flutes, Whistles and Reeds
The First Book of Music
Music
Make Your Own Musical Instruments
Making Musical Instruments
A Young Persons Guide to Music
The Alphabet of Music
The Story of Musical Notes (2)
The Illustrated Book of Ballet Stories
The Story of the Nutcracker Ballet
Strange Mr. Satie
Petrouchka: The Story of Ballet
Louis Armstrong
Franz Peter Schubert
Johann Sebastian Bach
The Farewell Symphony
Handel, Who Knew What He Liked

The History of Rock Music
Beethoven Lives Upstairs
Stories of our American Patriotic Songs
The Magic Flute
I Wonder Why Flutes Have Holes
Prince Ivan and the Firebird
Music Crafts For Kids
The Guinness Book of Music
I see the Rhythm
A New True Book of Songbirds
Ballet
Peter and the Wolf
Behind The Curtain
Ah, Music!
The BAnza
Oliver Hyde's Dishcloth Concert
Go Tell Aunt Rhody
Bring A Torch, Jeanette, Isabella
Strings
African Rhinos
Picture Book of Musical Instruments
Places Everyone!
Stradivari's Singing Violin

Instruments

PSR 170 Yamaha Keyboard - broken for years, not worth fixing

Songbooks and Method books

Songs of '76
Sharon Lois and Bram Elephant Jam
American Folk Songs for Children
Discovering Music Together #5
Music Through the Year
Encyclopedia of Music
Music Fact Raps
Eye Winker Tom Tinker Chin Chopper
From Sea to Shining Sea
Music Theory for Children
Song and Dance Activities for Elementary Children
Head Start Songs for Young Singers
Musci Bulletin Boards
Bananas in Pyjamas Songbook

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into June 14, 2021, and is effective July 1, 2021 (the "Effective Date") by and between **Juventus Physical, Occupational, and Speech Therapy Services, PLLC**, of 65 East Market Street, Suite 201, Corning, New York 14830 (the "Provider"), and **Naples Central School District**, ("District,"), 136 North Main Street, Naples, NY, 14512, and herein collectively referred to as the "Parties" and each a "Party".

WHEREAS, the District is in need of speech therapy services and Provider is willing to supply those services to District; and

WHEREAS, the parties wish to outline their working relationship under this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Scope of Engagement.

- a. Provider shall provide speech therapy services, both direct and indirect, (collectively, the "Services" and more specifically defined herein) for the District at the locations requested by the District from time to time.
- b. Provider and District shall in good faith mutually determine the dates and times that Provider is to provide the Services.
- c. Provider shall provide all Services in a competent and professional manner in accordance with the standards of professional practice, the policies, procedures, and guidelines of the District, and all applicable laws, rules, and regulations.
- d. At the District's expense, the District shall supply Provider with suitable working space for rendering services consistent with Section 1(d), above. The physical space shall be appropriate for safe and confidential therapy services.
- e. At the District's expense, the District shall supply Provider with student-specific specialized equipment and supplies. Provider will supply all other general therapy equipment and supplies.

2. Services.

- a. Direct Services include:
 - i. Speech therapy services to students as identified through the Committee for Special Education ("CPSE/CSE") process. These services include evaluation of and treatment and planning for speech-language and oral-motor dysfunction.
 - ii. Provider participation in CPSE/CSE meetings.
 - iii. Consultation and guidance regarding developmental motor function.
 - iv. Assistance with special education program planning.

- v. Staff development for District employees on speech-language development and classroom strategies.
- vi. Any other activity requiring direct interaction and physical presence of Provider.

b. Indirect Services include:

- i. Recommendations for and implementation of individualized education plan ("IEP") for students receiving direct services.
- ii. Regular communication with District staff and student's parents regarding student needs and services, as well as communicating the performance of student through progress reports, IEP documentation, phone calls and other media as appropriate.
- iii. Maintenance of contemporaneous and accurate documentation of all individualized services, including progress monitoring of established goals, response to therapeutic interventions, and communication with District staff and parents.
- iv. Timely and accurate documentation of individualized and group therapy sessions necessary for Medicaid reimbursement.

3. Professional Qualifications.

Provider hereby represents and warrants that all services shall be provided by a speech-language pathologist duly licensed to practice in the State of New York for the benefit of the District and employed by Provider and who have met the fingerprinting requirements of Part 87 of the Commissioner's Regulations and Education Law 1709 (39) and 3004-b.

4. Term and Termination.

This Agreement shall continue for twenty-four (24) months beginning on the Effective Date unless terminated in accordance with the following:

- a. Either Party may terminate this Agreement at any time, without cause, effective on thirty (30) days' written notice to the other Party.
- b. Either Party may terminate this Agreement immediately by written notice upon any breach by the other if such breach is not curable, or, if such breach is curable, it has not been cured within the longer of ten (10) school days or such time period as is mutually agreed to by the Parties after receiving written notice of such breach.
- c. Termination of this Agreement for any reason shall immediately terminate Provider's obligations to provide services to the District and terminate the District's obligation to compensate Provider for services, save and except payment for services provided through the date of such termination. The Parties' rights, obligations, warranties and representations shall survive termination of this Agreement.
- d. This Agreement will terminate automatically and immediately upon the death, permanent disability or mental incapacity of Provider.

5. Compensation.

- a. Provider shall submit bi-weekly billing statements for services provided. District shall reimburse Provider on a monthly basis for services rendered. Payment to be received not more than 30 days after a bill is submitted by Provider to District.
- b. The rate of compensation is \$65 per unit of speech therapy service.
- c. One unit of service is 15-45 minutes for each session of direct services, as defined above. Individual CSE meetings will be billed as one unit each, up to 45 minutes.
- d. Any services rendered that are in addition to the direct and indirect services as defined above shall be billed at the rate of \$130 per hour. Provider will bill these additional services in 15-minute intervals.

6. Professional Liability Insurance.

Provider shall pay for and maintain in force professional liability insurance coverage insuring professional errors, omission, negligence, incompetence, and malfeasance for services provided by pursuant to this Agreement with the limits of liability in the amount of \$1,000,000 for each occurrence, with a per annum aggregate limitation of \$3,000,000. Upon request, Provider shall provide the District with written evidence that such coverage is in full force and effect, and upon request Provider shall provide the District with a copy of any such policy. Each such policy shall (a) name the District as an additional insured, and (b) expressly provide that such policy shall not be terminated, cancelled, or modified absent at least thirty (30) days' prior written notice from the insurance company to the District.

7. Confidentiality.

At all times during the Term of this Agreement, Provider agrees it shall comply with any and all local, state, and federal rules, regulations, and laws pertaining to the confidentiality of medical, personal, and other information, including without limitation HIPAA. Provider shall treat all matters and information related to the District's students as confidential information belonging solely to the District, to be utilized by Provider solely as instructed by the District.

8. Relationship of the Parties.

- a. For purposes of this Agreement, Provider is and shall at all times be an independent contractor of the District.
- b. Provider agrees that, solely by virtue of this Agreement, it shall not, nor shall any person providing services hereunder: (i) claim to be an employee of the District; (ii) request or claim entitlement to any employee benefit now or hereafter offered by the District to any of its employees; (iii) hold itself out to any person or entity as an employee of the District; or (iv) execute any agreement, document, or instrument in the name of or imposing a legal obligation on the District.

c. No joint venture, partnership, franchise, employment, or any relationship, other than an independent contractor relationship, is created or is intended to be created by this Agreement or by any Party's full or partial performance of this Agreement.

d. Provider, as an independent contractor, acknowledges and agrees that it is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any nature, including, but not limited to, workers' compensation insurance, applicable to Provider and any of the Services.

c. Provider shall indemnify, defend, and hold harmless the District and its employees and authorized agents from any and all claims, damages, liability, expenses (including without limitation reasonable attorneys' fees) arising with respect to any breach by Provider of this Agreement or any provision, warranty, or representation made by Provider in this Agreement.

9. Miscellaneous.

a. This Agreement shall be subject to and governed by the laws of the State of New York, without giving effect to provisions or procedures regarding conflicts of laws.

b. In the event any provision hereof is held void or unenforceable by any court of competent jurisdiction, then such provision shall be deemed severed from this Agreement and shall not affect the remaining provisions hereof.

c. This Agreement is the entire agreement among the Parties and when executed by the parties hereto, supersedes all prior agreements, understandings and communications, either verbal or in writing, among the Parties hereto with respect to the subject matter contained herein.

d. Any amendment or variation of this Agreement must be in writing and duly signed by the Parties hereto in order to be of any effect.

c. Any failure by a Party to comply with any obligation, agreement or condition herein may be expressly waived in writing by the other Party, but such waiver or failure to insist upon strict compliance with such obligation, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any such subsequent or other failure.

f. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the District and Provider have executed this Agreement

June 14, 2021.

District:

Naples Central School District

By:

Jeffrey C. Blah Bus. Admin.

Provider:

Juventas Physical, Occupational, and Speech Therapy Services, PLLC

By:

Carrie E. VanSlyke
Carrie E. VanSlyke, Managing Partner
Juventas Physical, Occupational, and Speech Therapy
Services, PLLC