

**BOARD MEETING:** Regular Meeting  
**DATE:** Tuesday, May 18, 2021  
**TIME:** 6:30 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 May 18, 2021 (Board Action)

IV. Pledge of Allegiance

V. 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.

VI. Points of Interest

VII. Superintendent Recognitions & Updates

- End of Year Celebrations
- Strategies for Utilization of Federal COVID Relief Funds
- Student Representative Report

VIII. Minutes (Board Action)

- Regular Meeting of April 28, 2021
- Regular Meeting of May 5, 2021

IX. Contractual Agreement (Board Action)

- CSEA Memorandum of Agreements

X. Business (Board Action)

- Amend 2020-2021 School Calendar

XI. Personnel (Board Action)

- Retirement Resignation
- Appointments:
  - Tenure Appointments
  - School Bus Drivers
  - Rescind Appointment

XII. Consent Agenda Items (Board Action)

- CSE, and 504 Committee Recommendations
- Substitute

XIII. Executive Session (Board Action)

XIV. Adjournment (Board Action)

**May 18, 2021**

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

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

**Motion:**

Resolved, that the Board of Education approves the agenda of the Regular Meeting of May 18, 2021 as presented.

### Motion Carried

**Motion Denied**

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

- Regular Meeting of April 28, 2021
- Regular Meeting of May 5, 2021

### Motion Carried

**Motion Denied**

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

Resolved, that the Board of Education approves the negotiated Memorandums of Agreement between the CSEA and the Naples Central School District for the purpose of establishing parameters for deposits into Health Savings Accounts (HSA) for new hires.

**Motion Carried**

## Motion Denied

**Motion:**

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

Resolved, that the Board of Education approves the negotiated Memorandums of Agreement between the CSEA and the Naples Central School District for the purpose of establishing parameters for sick days and/or Health Savings Accounts (HSA) payments to unit members who resign and are subsequently rehired at the District.

### Motion Carried

## 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 the Board of Education approves the amended 2020-2021 Naples Central School District Calendar as presented. (Calendar 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 Board of Education approves the retirement resignation of Sandra Houghtaling, School Bus Driver, with regret effective June 23, 2021.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the following tenure appointments:
  - Mary L. Cloninger, to tenure as an Elementary Education Teacher, effective July 1, 2021. The certification area and status is Pre-K, Kindergarten, and Grades 1-6, Permanent; Students with Disabilities 1-6, Professional; and English to Speakers of Other Languages, Professional. Salary for this position will be Step 16 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.
  - Kara Ingalls, to tenure as an Elementary Education Teacher, effective July 1, 2021. The certification area and status is Childhood Education, Grades 1-6, Initial; Students with Disabilities, Grades 1-6, Initial. Salary for this position will be Step 5 of the 2021-2022 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.
  - Laura Eisinger, to tenure as an Elementary Special Education Teacher, effective July 1, 2021. The certification area and status is Students with Disabilities, Grades 1-6, Initial; Childhood Education, Grades 1-6, Initial. Salary for this position will be Step 5 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 probationary appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:
  - Sarah Emond, 7384 County Line Road, Naples, NY 14512, as a School Bus Driver, effective May 19, 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.

- Nicholas Adam, 14 Monier Street, Naples, NY 14512, as a School Bus Driver, effective May 24, 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 upon the recommendation of the Superintendent, the Naples Central School District Board of Education rescinds the appointment of Terry C. Herzberg, 1730 West Avenue, Middlesex, NY 14507, as a School Bus Driver, effective March 3, 2021.

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

**Resolved, that the Board of Education, upon the recommendation of Superintendent Matthew Frahm, approves the Consent Agenda Items as presented:**

- a. Resolved, that the Board of Education accepts the committee recommendations from the following meetings:
  - Committee on Special Education actions of April 14, 2021.
  - 504 Committee actions of April 14, 2021; and April 23, 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>
Justice Newell	Teacher	6182 south Vine Valley Road, Middlesex, NY 14507

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

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

There being no further business, the Regular Meeting of May 18, 2021 is hereby adjourned at \_\_\_\_\_.

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

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



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. (CSEA, INC.),**  
**LOCAL 1000, AFSCME, AFL-CIO,**  
**NAPLES CSD SUPPORT STAFF UNIT #7853**  
**ONTARIO COUNTY LOCAL 835,**

The Naples Central School District (hereinafter referred to as the "District") and the CSEA, Inc. (hereinafter referred to as the "CSEA"), (collectively referred to as the "Parties") are parties to a collective bargaining 2019-2023 Agreement (hereinafter referred to as the "CBA") and recognize:

1. Article VII, section 7.3(A)(iii)(4) of the CBA discusses deposits into Health Savings Accounts for new hires; and
2. The Parties have discussed an issue involving new hires immediately resigning from employment after receiving HSA payments; and
3. The Parties wish to resolve this matter amicably and in the best interest of the CSEA and the District.

Therefore, the Parties agree as follows:

1. New hires will be eligible to receive his/her applicable installment of the HSA contribution after the first 8 weeks of his/her probationary period. The contribution will be pro-rated based on his/her first date of work.
2. If a new hire experiences a life threatening medical emergency that poses an immediate risk to a unit member's life or long-term health, the unit member may be eligible to receive 100% of the deductible immediately. After conversation with the unit, the District will make the final determination, which will not be precedent setting nor be subject to the grievance procedure
3. This language will be incorporated into the successor to the 2019-2023 CBA in Article VII, section 7.3(A)(iii)(4).
4. The parties hereby acknowledge that they had the opportunity to be advised by counsel or a labor relations representative, and/or CSEA Unit Officer regarding this Agreement, that they have read this Agreement, that they fully understand its contents, and that they have executed the same and made the agreement provided for herein voluntarily and of their own free will.
5. By their signature below, the parties acknowledge the above understanding is being made based on the particular circumstances involved and that this agreement shall not serve as a precedent in any future application or interpretation of the collectively bargained agreement between the parties, except as stated therein.

**For the CSEA, Inc.**

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Paul Peters  
Labor Relations Specialist

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Date

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Midge Guerri  
Local CSEA Unit President

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Date

**For the District**

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Matthew Frahm  
Superintendent

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Date

Approved by the Naples Board of Education: May 18, 2021



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



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. (CSEA, INC.),**  
**LOCAL 1000, AFSCME, AFL-CIO,**  
**NAPLES CSD SUPPORT STAFF UNIT #7853**  
**ONTARIO COUNTY LOCAL 835,**

The Naples Central School District (hereinafter referred to as the “District”) and the CSEA, Inc. (hereinafter referred to as the “CSEA”), (collectively referred to as the “Parties”) are parties to a collective bargaining 2019-2023 Agreement (hereinafter referred to as the “CBA”) and recognize:

1. Article X of the CBA discusses sick leave and Article VII, section 7.3 of the CBA discusses health insurance; and
2. The Parties have discussed an issue involving prior sick days and/or HSA payments to unit members who resigned and are subsequently rehired at the District; and
3. The Parties wish to resolve this matter amicably and in the best interest of the CSEA and the District.

Therefore, the Parties agree as follows:

1. Unit members that previously worked for and resigned from the District, but were subsequently rehired within 365 days from their resignation date shall receive any unused sick leave they had at the time of their resignation upon rehire. The Superintendent may, at his/her discretion, grant prior unused sick leave days if the unit member is rehired beyond 365 days from their resignation date. This is in addition to any pro-rated sick leave days they would receive per the CBA as a new hire.
2. Unit members that previously worked for and resigned from the District, but were subsequently rehired within the same fiscal year (7/1-6/30) as their resignation date shall not receive another HSA contribution until the next District disbursement date. For example, if an employee receives the HSA disbursement on July 1, 2021, resigns on September 1, 2021, and is rehired on February 1 2022, he/she would not get another HSA disbursement from the District until July 1, 2022.
3. This Agreement is not applicable to any unused personal and/or vacation time the unit member had at the time of their resignation date. It is also not applicable to those unit members that may have been rehired after retirement and/or termination.
4. The parties hereby acknowledge that they had the opportunity to be advised by counsel or a labor relations representative, and/or CSEA Unit Officer regarding this Agreement, that they have read this Agreement, that they fully understand its contents, and that they have executed the same and made the agreement provided for herein voluntarily and of their own free will.

5. By their signature below, the parties acknowledge the above understanding is being made based on the particular circumstances involved and that this agreement shall not serve as a precedent in any future application or interpretation of the collectively bargained agreement between the parties, except as stated therein.

**For the CSEA, Inc.:**

\_\_\_\_\_  
Paul Peters  
Labor Relations Specialist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Midge Guereri  
Local CSEA Unit President

\_\_\_\_\_  
Date

**For the District:**

\_\_\_\_\_  
Matthew Frahm  
Superintendent

\_\_\_\_\_  
Date

Approved by the Naples Board of Education: May 18, 2021



**NAPLES CENTRAL SCHOOL  
2020-2021 CALENDAR**

**Amended**

JULY							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1			1	2	3	4	5					1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																										
NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2							
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30						27	28	29	30	31			24	25	26	27	28	29	30	28						
														31													
MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1							
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
														30	31												

**CODES:** Vacation/Holiday



Teacher & Support Staff Conference Day

*Regents Exams*

- Teacher Conference Day - HS & Elem - Full Student Day Off
- ELEM ONLY - 1/2 Student Day Off PM for Parent/Teacher Conferences & Evening Parent/Teacher Conferences for both HS & Elem
- HS & Elem - 1/2 Student Day Off PM - Parent/Teacher Conferences PM
- Asynchronous Learning Day - High School & Elementary

Date	Description	Pupils	Teachers
July 4	Independence Day Holiday	0	0
September 2	<b>All Staff</b> Conference Day (Teachers & Support Staff)		
September 3	Teacher Conference Day		
September 7	Labor Day Holiday		
September 8	Teacher Conference Day: HS & Elem - Full Student Day Off		
September 9	First Student Day		
September 25	Teacher Conference Day: HS & Elem - Full Student Day Off	15	19
October 12	Columbus Day Holiday	20	21
October 23	Teacher Conference Day: HS & Elem - Full Student Day Off		
November 11	Veterans' Day Holiday		
November 12	Parent / Teacher Conferences - <b>Elementary ONLY</b> - 1/2 Student Day PM		
November 12	Parent / Teacher Conferences - <b>EVENING</b> - High School and Elementary		
November 13	Parent/Teacher Conferences - <b>High School &amp; Elementary</b> - 1/2 Student Day Off PM		
November 25, 26, & 27	Thanksgiving Day Holiday	17	17
December 9	Asynchronous Learning Day		
December 24 & 25; & 28 - 31	Holiday Recess	17	17
January 1	Holiday Recess		
January 4	School Reopens		
January 18	Martin Luther King, Jr. Day Holiday		
January 22	Asynchronous Learning Day		
January 26-29	Regents Exams Week	19	19
February 15-19	Presidents' Week Recess	15	15
March 12	Teacher Conference Day: <i>HS &amp; Elem - Full Student Day Off</i>		
March 29, 30 & 31	Spring Recess	19	20
April 1&2	Spring Recess	20	20
April 16	Asynchronous Learning Day		
May 7	Asynchronous Learning Day		
May 31	Memorial Day Holiday	20	20
June 1 - June 21	<b>Elementary &amp; High School Students will have FULL DAYS through June 21st</b>		
June 17; 22; 23; & 24	Regents Examinations & Competency Tests		
June 22	<b>Elementary Students will have 11:00 a.m. dismissal</b>		
June 22	<b>Last Student Day - Elementary Students</b>		
June 24	Last Student Day - High School		
June 24	Last Teacher Day		
June 25	Rating Day		
June 26	Graduation Day	18	18
<b>TOTAL NUMBER OF DAYS</b>		<b>180</b>	<b>186</b>

(Includes Teacher Conference Days)

EMERGENCY MAKE-UP DAYS: If needed, will be made up during Spring Recess in April.

AMENDED: May 18, 2021