

BOARD MEETING: Regular Meeting
DATE: Wednesday, February 16, 2022
TIME: 6:00 p.m.
PLACE: High School Cafeteria

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of February 16, 2022 (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

- Administrative Updates
- Student Representative Report
- Budget Reports/Update
- Capital Project Planning Committee Update
- Special Education Report

IX. Board Report

- Budget Committee

X. Minutes (Board Action)

- Regular Meeting of February 2, 2022

XI. Contractual Agreement

- CSEA Memorandum of Agreement (Board Action)
- Confidential Employees Employment Handbook (Board Action)

XII. Bond Refunding (Board Action)

XIII. Establish a Workers' Compensation Reserve Fund (Board Action)

XIV. Business (Board Action)

- Discards
- Adult Meal Prices

XV. Personnel (Board Action)

- Resignation
- 2021-2022 Coaches
- 2021-2022 Extra-Curricular

XVI. Consent Agenda Items (Board Action)

- CSE & 504 Recommendations
- Substitutes
 - Typist
 - Teacher

XVII. Adjournment (Board Action)

February 16, 2022

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

Also Present: Kevin Swartz, Chad Hunt, Kristina A. Saucke, Nicole J. Green, Anneke Radin-Snaith, Heather Clark, Max Ryan and Pamela Claes.

Motion:

Resolved, that the Board of Education approves the agenda of the Regular Meeting of February 16, 2022 as presented.

Motion Carried

Motion Denied

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.

Motion Carried

Motion Denied

Time out of Executive Session: p.m.

Motion:

2nd:

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

- Regular Meeting of February 2, 2022

Motion Carried

Motion Denied

Motion:

2nd:

Resolved, that the Board of Education approves the following Contractual Agreement resolution 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 _____.

Motion Carried

Motion Denied

Abstentions:

Motion:

2nd:

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the Employment Handbook for the Confidential Employees of the Naples Central School District for the period of July 1, 2022 through June 30, 2025 as presented.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Abstain:

Motion:

2nd:

RESOLVED, THAT THE BOARD OF EDUCATION APPROVES THE FOLLOWING REFUNDING BOND RESOLUTION DATED FEBRUARY 16, 2022 AUTHORIZING THE ISSUANCE OF REFUNDING BONDS OF THE NAPLES CENTRAL SCHOOL DISTRICT, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY AS "REFUNDING (SERIAL) BONDS" AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY.

WHEREAS, the Naples Central School District, New York (the "School District") has heretofore duly issued \$15,569,135 initial aggregate principal amount of School District (Serial) Bonds, 2014, such bonds being dated and issued on June 26, 2014, and maturing in annual installments in each of the years 2015 to 2029, both inclusive (the "Refunded Bonds"), as more fully described therein; and

WHEREAS, the 2014 Refunded Bonds were authorized pursuant to a bond resolution dated April 13, 2011, to pay costs of capital improvements consisting of school building construction within the School District; and

WHEREAS, it would be in the public interest to refund all, or one or more, or a portion of one or more, of the \$9,060,000 outstanding principal balance of the Refunded Bonds (such outstanding principal balance being stated as of the date hereof), by the issuance of refunding bonds pursuant to Section 90.00 or 90.10 of the Local Finance Law; and

WHEREAS, such refunding will result in present value savings in debt service as required by Section 90.00 or 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE NAPLES CENTRAL SCHOOL DISTRICT, NEW YORK (by the favorable vote of at least two-thirds of all the members of said Board of Education), AS FOLLOWS:

Section 1. For the object or purpose of refunding all or a portion of the \$9,060,000 outstanding aggregate principal amount of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized shall be sufficient to pay; (i) the principal amount of the Refunded Bonds; (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the maturity dates thereof or the date on which the Refunded Bonds which are callable are to be redeemed prior to their respective maturities in accordance with the Refunding Financial Plan, as hereinafter defined; (iii) the costs and expenses incidental to the issuance of refunding bonds herein authorized, if any that are not to be paid from current funds available therefor, including, without limitation, the development of the Refunding Financial Plan,

compensation to the Underwriter, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the Escrow Contract, as hereinafter defined, and fees and charges of the Escrow Holder, as hereinafter mentioned; (iv) the redemption premium, if any, to be paid on the Refunded Bonds which are to be called prior to their respective maturities, if any; and (v) the premium or premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities for the refunding bonds herein authorized, or any portion thereof, there are hereby authorized to be issued not exceeding \$8,280,000 par amount of refunding serial bonds of the School District pursuant to the provisions of Section 90.00 and Section 90.10 of the Local Finance Law (the "Refunding Bonds"), plus an amount of original issue premium sufficient to effectuate the refunding financial plan, it being anticipated that the par amount of Refunding Bonds actually to be issued will be approximately \$7,570,000, with a net premium amount of \$706,949.30, as provided in Section 4 hereof. The Refunding Bonds described herein are hereby authorized to be consolidated for purposes of sale in one or more refunding serial bond issues. The Refunding Bonds shall each be designated substantially "SCHOOL DISTRICT REFUNDING (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi-annually on such dates, as the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the President of the Board of Education, or by the Vice President of the Board in the event of the absence or unavailability of the President, pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph a of Section 57.00 of the Local Finance Law pursuant to subdivision 2 of paragraph (f) of Section 90.10 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the President of the Board of Education, or the Vice President of the Board in the event of the absence or unavailability of the President, shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the School District by lot in any customary manner of selection as determined by the President of the Board of Education. Notice of such call for redemption shall be given by mailing such notice to the registered owners not less than thirty (30) days prior to such date and as otherwise provided in Securities and Exchange Commission Release No. 34-23856, as the same may be amended from time to time. Notice of redemption having been given as aforesaid, the bonds so called for redemption shall, on the date for redemption set forth in such call for redemption, become due and payable, together with interest to such redemption date, and interest shall cease to be paid thereon after such redemption date.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non-certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York

("DTC"), which will act as securities depository for the bonds in accordance with the book-entry-only system of DTC. In the event that either DTC shall discontinue the book-entry-only system, or the School District shall terminate its participation in such book-entry-only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non-certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the Depository Trust Company, New York, New York, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such book-entry-only system. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the School District Clerk as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the School District maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or last business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the President of the Board of Education providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the President of the Board of Education, as fiscal agent of the School District for the Refunding Bonds (collectively, the "Fiscal Agent"). Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount. Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The President of the Board of Education, as chief fiscal officer of the School District, or the Vice President of the Board in the event of the absence or unavailability of the President, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act in connection with the Refunding Bonds as the Fiscal Agent for said School District, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the School District, regardless of whether the Refunding Bonds are initially issued in certificated or non-certificated form; provided, however, that the President or Vice President of the Board of Education is also hereby authorized to name the School District Clerk as the Fiscal Agent in connection with the Refunding Bonds if said Refunding Bonds are issued in non-certificated form.

The President of the Board of Education is hereby further delegated all powers of this Board of Education with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the School District by the manual or facsimile signature of the President of the Board of Education, or the Vice President of the

Board in the event of the absence or unavailability of the President, and a facsimile of its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by subdivision 4 of paragraph (j) of Section 90.10 of the Local Finance Law and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the President of the Board of Education shall determine. It is hereby determined that it is to the financial advantage of the School District not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant to paragraph e of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that: (a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law; (b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds for the object or purpose for which the Refunded Bonds were issued is thirty (30) years, pursuant to subdivision 97 of paragraph a. of Section 11.00 of the Local Finance Law, with respect to each underlying series or purpose, computed from the date of the first obligations issued therefor; and (c) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, with regard to each of the Refunded Bonds subject to such requirements, if any, is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The proposed financial plan for the refunding authorized by this resolution obtained for the School District by its Municipal Advisor, Bernard P. Donegan, Inc., and hereby accepted and approved (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, and, to the extent required by the Local Finance Law, the estimated present value of the total debt service savings, and the basis for the computation of the aforesaid estimated present value of total debt service savings, are referenced in the Exhibit attached hereto and made a part of this resolution. The President of the Board of Education, or the Vice President of the Board in the event of the absence or unavailability of the President, is hereby authorized to approve all details of the Refunding Financial Plan not contained herein. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in a single series to refund all of the Refunded Bonds and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth in said Refunding Financial Plan. This Board of Education recognizes that the Refunding Bonds may be issued in series, and for only one or more of the Refunded Bonds, or portions thereof, that the amount of the Refunding Bonds, maturities, terms, interest rate or rates borne by the Refunding Bonds and provisions for redemption thereof prior to maturity, if applicable, will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto. The President of the Board of Education, or the Vice President of the Board in the event of the absence or unavailability of the President, is hereby authorized and directed to determine which of the Refunded Bonds will be refunded and at what time, the amount of the Refunding Bonds to be issued, the maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, if any, whether the Refunding Bonds will be

insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph c of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan and, in accordance herewith, all powers in connection therewith are hereby delegated to the President of the Board of Education, or to the Vice President of the Board in the event of the absence or unavailability of the President, provided that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the requirements of Section 90.10 of the Local Finance Law. The President or Vice President of the Board of Education shall file a copy of his or her certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the District Clerk within ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The President of the Board of Education, or the Vice President of the Board in the event of the absence or unavailability of the President, is hereby authorized and directed to enter into an escrow contract or contracts (collectively, the “Escrow Contract”) with a bank or trust company or banks or trust companies located and authorized to do business in this State as he or she shall designate (collectively, the “Escrow Holder”) for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in section 90.10 of the Local Finance Law.

Section 6. The faith and credit of said Naples Central School District, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall be annually levied on all the taxable real property within said School District a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder. Accrued interest on the Bonds, if any, shall be paid to the School District to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds in accordance with Section 90.10 of the Local Finance Law, and the holders from time to time of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the School District irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the School District shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an “arbitrage bond” as defined in Section 148 of the Internal Revenue Code of 1986,

as amended, and the regulations promulgated by the United States Treasury Department thereunder, as then in effect.

Section 9. Subject only to the issuance of the Refunding Bonds as herein authorized, the School District hereby elects to redeem all of the Refunded Bonds to be refunded maturing on and after the date of issuance of the Refunding Bonds that are callable at a present value savings, if any, as determined in the Refunding Financial Plan. Upon the issuance of the Refunding Bonds, the election to redeem such callable Refunded Bonds shall become irrevocable. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the School District in the manner and within the time provided in the respective Refunded Bonds. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold at private sale to the underwriter or underwriters duly determined by the President of the Board of Education, or the Vice President of the Board in the event of the absence or unavailability of the President (collectively, the "Underwriter") for purchase prices to be determined by the President or Vice President of the Board of Education, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of delivery of a payment for the Refunding Bonds. Subject to the approval of the terms and conditions of such private sale by the State Comptroller as required by subdivision 2 of paragraph f of Section 90.10 of the Local Finance Law, if applicable, the President of the Board of Education, or the Vice President of the Board in the event of the absence or unavailability of the President, is hereby authorized to execute and deliver a purchase contract for the Refunding Bonds in the name and on behalf of the School District providing the terms and conditions for the sale and delivery of the Refunding Bonds to the Underwriter. After the Refunding Bonds have been duly executed, they shall be delivered by the President of the Board of Education, or the Vice President of the Board in the event of the absence or unavailability of the President, to the Underwriter in accordance with said purchase contract upon the receipt by the School District of said purchase price, including accrued interest. The Board President is additionally authorized (but not required) to execute and deliver a financing agreement with the Dormitory Authority of the State of New York and any other agreements and documents necessary to accomplish a refinancing, all as may be determined in the discretion of the Board President.

Section 11. The President of the Board of Education and all other officers, employees and agents of the School District are hereby authorized and directed for and on behalf of the School District to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms, issuance and sale of the Refunding Bonds, consistent with the provisions of Section 90.10 of the Local Finance Law, including without limitation, the determination to issue Refunding Bonds with substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.00, 90.10 and 168.00 of the Local Finance Law, shall be determined by the President of the Board of Education, or the Vice

President of the Board in the event of the absence or unavailability of the President, and all powers in connection therewith not otherwise heretofore delegated thereto are hereby delegated to the Board President or Vice President.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said School District is not authorized to expend money, or
2. The provisions of law which should be complied with at the date of publication of this resolution (or a summary hereof) are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. This resolution, which takes effect immediately, or a summary hereof, shall be published in full in each official newspaper of said School District, together with a notice in substantially the form provided in Section 81.00 of the Local Finance Law.

Adopted by the following roll call:

AYES:

NAYS:

Motion:
2nd:

BE IT RESOLVED, by the Board of Education of the Naples Central School District (the “Board”), pursuant to Section 6-j of the General Municipal Law, as follows:

1. The Board hereby establishes a reserve fund to be known as the Workers’ Compensation Insurance Reserve Fund;
2. The source of funds for such Reserve Fund shall be such amounts as may be provided therefore by budgetary appropriation or such revenues as are not required by law to be paid into any other fund or account;
3. Moneys in such Reserve Fund may be appropriated only for purposes identified in Section 6-j of the General Municipal Law, Article 2 of the Workers’ Compensation Law and other lawful purposes;
4. The Treasurer is hereby authorized and directed to deposit and invest the monies of such Fund in accordance with Section 10 and 11 of the General Municipal Law and other applicable law; and
5. The sum not to exceed \$500,000 is hereby appropriated to the Workers’ Compensation Reserve Fund; the source of funds shall be unappropriated fund balance.
6. This Resolution shall take effect immediately.

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 to be declared surplus property and approval given to discard as per Policy #5250:
 - Technology Discards

Monitors

07-011	08-072	08-224	09-075
07-026	08-079	08-225	09-084
07-027	08-082	08-243	09-089
07-030	08-095	08-244	10-071
07-076	08-098	08-251	10-073
07-089	08-100	09-061	10-075
07-092	08-177	09-065	
07-233	08-182	09-068	
07-235	08-223	09-071	

PC's

15-011
14-132
14-136

Laptops

19-002
19-003

Printers

10-112

- Resolved, that approval be given for the following Adult meal prices for the Naples Central School District Breakfast/Lunch Program as established by the NYS Education Department:
 - Adult Lunch Meal Price: \$5.02
 - Adult Breakfast Meal Price: \$2.71

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 resignation of Kevin Aikey, Cleaner, with regret, effective February 5, 2022.
- Resolved, that the Board of Education approves the following Coaches for the 2021-2022 School Year, salary as per negotiated agreement:

Baseball: Varsity	Brian Battle	Softball: Modified	Robert Birdsall
Baseball: JV	Tyler Vest	Tennis: Varsity	Jonathan Betrus
Baseball: Modified	Adam Robison	Tennis: JV	Frank Gleichauf
Softball: Varsity	Alyson Powers	Tennis: Modified	
Softball: JV			

- Resolved, that the Board of Education approves the following Extra-Curricular appointments for the 2021-2022 School Year, salary as per negotiated agreement:

NCS Swim Team Advisor: Alinda Gangi – No Stipend

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

Motion:

2nd:

Resolved, that the Board of Education, upon the recommendation of Superintendent Kevin Swartz, approves the Consent Agenda Items as presented:

- a. Resolved, that the Board of Education approves committee recommendations from the following meetings:
 - Committee on Special Education actions of January 11, 2022; January 13, 2022, January 19, 2022 and January 20, 2022.
 - 504 Committee actions of January 13, 2022
- b. Resolved, that the Board of Education hereby approves the following Substitute Appointments, pending a successful background clearance report provided to the school as a result of the fingerprinting process:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Jennifer Hubbard	Typist	15 Weld Street, Naples, NY 14512
Sadie Frederick	Teacher	6075 Bemis Point, Honeoye, NY 14471

Voting Yes:

Motion Carried

Voting No:

Motion Denied

Motion:

2nd:

There being no further business, the Regular Meeting of February 16, 2022 is hereby adjourned at _____.

Voting Yes:

Motion Carried

Voting No:

Motion Denied

NAPLES CENTRAL SCHOOL 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 2019-2025 Agreement (hereinafter referred to as the “CBA”) and recognize:

1. The District does not have a full-time Transportation Supervisor and is in need of a unit member to perform duties of a Transportation Supervisor;
2. The District would like to create a stipend for performing Transportation Supervisor duties; and
3. The Parties have met and discussed offering a monetary stipend to Patrick Elwell, a mechanic, who is qualified to perform duties of a Transportation Supervisor.

Therefore, the Parties agree as follows:

1. The District will pay Patrick Elwell an annual stipend of \$10,000 to perform duties as a Transportation Supervisor, such as but not limited to hiring, retention, discipline, budget, bus purchases and any other duties the District deems are associated with a Transportation Supervisor position.
2. The duties and hours associated with the Transportation Supervisor stipend will be determined by the District and will be in addition to the unit member’s FTE position, not to exceed 8 hours per day. Any hours above 8 hours per day must receive prior approval from the District.
3. The District retains the right to end this stipend and additional duties at any time.
4. The Parties further agree that the Transportation Supervisor position shall not be recognized by the CSEA should the District create a stand-alone Transportation Supervisor position.
5. 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.

6. 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 Guerri
Local CSEA Unit President

Date

For the District

Kevin Swartz
Superintendent

Date

Approved by the Naples Board of Education on _____

EMPLOYMENT HANDBOOK
FOR THE
CONFIDENTIAL EMPLOYEES
OF THE
NAPLES CENTRAL SCHOOL DISTRICT
NAPLES, NEW YORK

JULY 1, 2022 – JUNE 30, 2025

ARTICLE I COVERED EMPLOYEES

This handbook is not a contract, either expressed or implied, nor does it guarantee employment for any specific duration. All information contained in this handbook is intended to help employees understand their benefits of employment with the Naples Central School District. The Board of Education reserves the right to make changes, with or without notice, at any time.

The following policies shall apply to all Confidential Employees, including the following titles: District Treasurer, Accounts Payable Clerks, Payroll Clerk, District Clerk and Confidential Clerical Staff.

ARTICLE II PROCEDURES

The superintendent, or his/her designated representative, will meet with representatives of the Confidential Employees for the purpose of discussion and reaching mutually satisfactory agreements. Upon request of either the Confidential Employees or the Superintendent of Schools, a meeting at a mutually acceptable meeting date, time, and place shall be set.

Copies of the final handbook shall be printed at the expense of the District, and distributed to all Confidential Employees.

ARTICLE III SALARY AND BENEFITS

1. **SALARY** – Confidential Employee hourly rates shall be as follows:

Effective July 1, 2022: Each employee will receive an increase of 3.9% to their base salary

Effective July 1, 2023: Each employee will receive an increase of 3.9% to their base salary

Effective July 1, 2024: Each employee will receive an increase of 3.9% to their base salary

2. **HEALTH INSURANCE** - The Board agrees to provide to all Confidential Employees, paid health insurance. The Board will pay 90% of the base plan's annual premium of single, two person and/or family insurance premium. Healthy Blue plan with \$15/\$25 copays with the three-tier drug plan of \$5/\$25/\$50 shall be designated as the base health insurance plan.

Employees may elect to participate in any of the health insurance plans offered by the District.

If the employee chooses to participate in the High Deductible Health Plan the following will apply:

SIGNATURE HIGH DEDUCTIBLE HEALTH PLAN (HDHP) - (named High Deductible Health Plan) with the lowest available deductibles through the Finger Lakes Area School Health Plan (FLASHP). (Deductibles equal \$1,500/\$3,000 as of 2022).

If a Confidential employee chooses to enroll in the HDHP, the District will contribute the Out-of-Pocket Limit (maximum) into the employee's Health Savings Account (HSA) upon initial enrollment.

2022-2023: 100% of the Signature High Deductible Health Plan premium and 100% of the deductible.

2023-2024: 100% of the Signature High Deductible Health Plan premium and 100% of the deductible.

2024-2025: 100% of the Signature High Deductible Health Plan premium and 100% of the deductible.

3. **HEALTH INSURANCE WAIVER** –Any Confidential Employee who elects not to take health insurance coverage from the District shall receive a payment of \$750 if eligible for single coverage and \$1000 if eligible for two person or family coverage. The buy-out amount shall be prorated for part-time employees. The payment will be made in two equal payments in January and June of each school year. In order to be eligible for the payment, the Confidential Employee must provide proof of coverage from another carrier and written waiver of the District’s health insurance coverage. In the event the Confidential Employee, due to unforeseen circumstances resulting in a loss of coverage, must rejoin the District’s health insurance plan during the year, the stipend will be prorated accordingly.

Where spouses are employed by the District, the District will only be obligated to provide and pay for one (1) family health insurance premium or two (2) single premiums at the District’s discretion. The District will not be obligated to provide and pay for separate individual or separate family coverage for the other spouse. In such a case the District agrees to pay the full premium cost. Where spouses are employed by the District, participants in the plan will not be required to contribute their portion of the total annual health insurance premium.

4. **DENTAL INSURANCE** – Effective July 1, 2022, Dental Coverage will be provided through a mutually agreeable plan to those unit members and their dependents who file a written request for the same, using yearly updated allowances based on usual, customary and reasonable charges.
5. **FLEXIBLE BENEFITS PLAN** - The district will provide a flexible benefit plan for the voluntary contribution by the Confidential Employees, to be used for those areas allowable by law (payment of health insurance premium, non-reimbursed medical, dental, and eye care costs, and dependent care payments).
6. **MEDICAL REIMBURSEMENT PLAN** - The District will contribute for any active Confidential Employee, who is participating in the District’s health insurance coverage, on October 1 of each school year to a Medical Reimbursement Plan (Section 105) in the amount of seven hundred seventy-five dollars (\$775.00). For any new employee hired after October 1, the Medical Reimbursement will be prorated based of the first date of service. The District’s contributions shall cease when employment with the District ends. If an employee retires from the District, any remaining amounts shall be available for use by the retiree. In the event an employee or retiree dies, any funds remaining in his/her Section 105 plan shall go to the decedent’s spouse or estate. This provision is subject to all state and federal Income tax laws and regulations.

7. **HEALTH INSURANCE FOR RETIRED CONFIDENTIAL EMPLOYEES** –Employees hired after June 30, 1981 and who retire from the Naples Central School District after at least ten (10) years service with the District to participate in full, regular retirement benefits in the New York State Employee Retirement System shall have that portion of their health insurance paid equivalent to the percentage they were receiving before their retirement. Employees who elect to receive health insurance upon retirement from the District shall receive benefits under the base plan as selected by the Board of Education. The retiree will be subject to any changes to the base plan.

Employees hired after July 1, 2003: to be eligible for this benefit, the employee must have retired from the Naples Central School District after at least ten years of service with the District to participate in full, regular retirement benefits in the New York State Employee Retirement System and shall have the following portion of health insurance paid during retirement:

<u>Years of Service to Naples Central School District:</u>	<u>% of Insurance Premium Paid by District:</u>
10 -15 years	50% For employees who retire after 7/1/07
Over 15 years	90% For employees who retire after 7/1/07
Over 20 years	95% For employees who retire after 7/1/07

When retired employees reach eligibility for Medicare coverage, Medicare will become the primary plan. The District will provide those retirees covered by Medicare with a supplemental or Medigap plan of the District's choosing, offered by the carrier.

8. **LONGEVITY** - Longevity payments as delineated below. The money is credited for years of service to the Naples Central School only.

Four increments, in the following sums:

10 th year of continuous service through the 14 th year:	\$175.00
15 th year of continuous service through the 19 th year:	\$375.00
20 th year of continuous service through the 24 th year:	\$625.00
25 th year of continuous service and each year thereafter:	\$925.00

The foregoing amounts are not accumulative. Effective July 1, 2019 longevity will be paid in the pay period corresponding with the employee's anniversary date.

ARTICLE IV WORK YEAR AND OVERTIME

1. **EMPLOYMENT YEAR** - Twelve (12) months/year.
2. **WORK WEEK AND OVERTIME** – Full time positions are eight (8) hours/day inclusive of one-half hour of paid lunch for a total of forty hours per week. Overtime hours shall be paid at the rate of one and a half times the normal hourly rate of pay. Overtime shall be awarded on hours per week worked in excess of forty (40). Authorization for overtime is required. Employees shall not work overtime without prior permission from their immediate supervisor, except in the case of an emergency. Each supervisor or principal shall receive authorization from the Superintendent or designee prior to authorizing overtime.

3. **TUITION** – Employees may submit proposals for district reimbursement of tuition for successful completion of job-related coursework, approved in advance by the Superintendent. Tuition reimbursement per employee, per year, shall not exceed **\$2,000**.
4. **PROFESSIONAL DUES** - The district shall pay annual job-related association dues.
5. **PROFESSIONAL DEVELOPMENT** - The District will support, within budget constraints, the continuing professional development of these Employees.
6. **FLEXIBLE WORK SCHEDULE** – A confidential employee may work a flexible schedule with the permission of his/her immediate supervisor. A flexible work schedule should be requested only in unusual or unforeseen situations, and should not be used on a frequent basis. An employee who is permitted to work a flexible work schedule shall work their full workday.

ARTICLE V VACATION AND HOLIDAYS

1. Paid vacation is available only to twelve (12) month confidential employees. Vacation days will be credited upon the completion of the first year of full-time employment. Vacation will be pro-rated for less than a full year of service. Twelve (12) month confidential employees are entitled to fifteen (15) vacation days annually; upon completion of the 15th year of employment, twenty (20) vacation days.
2. Vacation days are available on an annual basis and may not be accumulated or carried forward from year to year without the written approval of the Superintendent at least two (2) months in advance of the end of the year. A maximum of five (5) days of vacation may be carried forward.
3. All requests for vacation time must comply with the following:
 - a. Requests must be made to the Superintendent on the current Absence Report for Attendance Records form.
 - b. The form must be submitted to the Superintendent at least three (3) workdays prior to the request for the time, except in emergencies.
 - c. The request must be for a minimum of one-half (1/2) day; (4 hours) for an eight (8) hour workday at a time.
 - d. The specific dates requested must be approved before being used, at the discretion of the Superintendent, who will consider as his/her prime criterion coverage of District responsibilities.
4. No more than five (5) consecutive vacation days may be scheduled when school is in session. Additional requests for five (5) or more days of vacation when school is in session will be considered by the Superintendent on a case by case basis.
5. An employee otherwise eligible for vacation pay upon resigning or retirement will receive such pay only if at least two (2) week's notice, in advance, is given to the Superintendent of his/her designee. Vacation pay is the unused vacation days available to use and the accrued vacation in a current year. Such pay shall be prorated based on the percentage of the year the employee works. Employees who are terminated shall not be entitled to this provision.

6. **HOLIDAYS** - The following are paid holidays for each Employee: Labor Day, Columbus Day, Veterans' Day, the Wednesday before Thanksgiving, Thanksgiving Day, the Friday after Thanksgiving, two days at Christmas, New Year's Day, Martin Luther King Day, Juneteenth, President's Day, Good Friday, Memorial Day and Independence Day.

ARTICLE VI LEAVES OF ABSENCE

1. **SICK LEAVE** - On the first day of each school year, the Confidential Employee shall be credited with an additional fourteen (14) sick leave days, and in the case that accumulated sick leave days have reached the maximum, the additional fourteen (14) days shall also be credited to permit a maximum during that year of 200 days available.

Sick leave days unused at the end of each school year will be added into the Confidential Employee's accumulated sick leave total for the following school year, to a maximum of 200 days.

Employees belonging to the New York State Employee's Retirement System will receive the benefit of application of unused sick leave as additional service credit upon retirement (Section 41-J). This applies if the earning and accumulation of sick leave was (prior to the member's retirement) authorized by law, rule, regulation, written order or written policy. Allowable unused sick leave credit is limited to 165 days and applied as additional service credit on a calendar day basis. For example: 90 days unused sick leave provides three (3) months additional service credit. This time may not be used to qualify a member for a benefit or vesting in the retirement system.

Any accumulated sick time beyond the 165 days will be reimbursed at \$40 per day to the maximum of 200 days per year. As such, an employee could cash in up to 35 days per year at a rate of \$40 per day, totaling a maximum of \$1,400 per year.

Sick leave shall be available for the following reasons: personal illness, physical or mental disability of the Confidential Employee or illness or death in the family, defined for this purpose as the Confidential Employee's spouse, child, stepchild if the Confidential Employee has been or is the responsible caregiver, mother, father, sister, brother, grandparents, or mother-, father-, sister-, or brother-in-law. Grandchildren, step-parents, aunt or uncle shall be included in this definition in the case of death in the family. All leaves under this agreement run concurrently with leave provided by the Family and Medical Leave Act which is hereby adopted, and no reinstatement rights of that act are waived or modified by this agreement except as provided expressly by this agreement.

2. **SICK LEAVE DONATION** – A confidential employee who has exhausted all of their paid leave time (sick, vacation, personal, compensatory time) and has a catastrophic, serious illness or injury may ask fellow confidential employees to donate sick leave days, with no individual limit on the donation. The employee must submit a written request to the Superintendent of Schools asking to use the sick leave bank. This request must specify the number of days needed and must include written verification of the employee's medical condition from his/her treating physician.
3. **PERSONAL LEAVE** - Personal leave is for the transaction of personal business, which cannot be conducted outside of the normal workday. Such leave is not available for recreational purposes. If a request is made for the use of a personal day either immediately prior to or after a vacation period, a reason must be stated on the request for personal day use. Acceptable reasons for the use of such leave are: funerals, college activities, and weddings in the immediate family, as well as educational conferences and retirement conferences/meetings.

Confidential employees will be allowed up to three (3) days personal leave per year upon the following conditions:

Written application for such leave must be made to the superintendent at least 48 hours in advance of the date requested, except in emergency situations. Approval of the superintendent is a prerequisite to the taking of such leave.

Unused personal leave days shall be rolled over into the following school year as sick leave.

4. **BEREAVEMENT** – Employees are eligible for up to three (3) days of paid leave, which shall be available in the event of each death in the immediate family of the employee. The term “immediate family” shall be defined for this purpose as including: spouse, child, stepchild, mother, father, sister, brother, grandparents, mother-in law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, grandchildren, step-parents, niece, nephew, aunt, uncle, significant other and any other person who is a full-time resident of the employee’s household. This leave is non-accumulative and non-reimbursable. If additional days are needed they will require approval from the Superintendent and will be deducted from sick leave.
5. **JURY DUTY AND LEGAL LEAVE** - If subpoenaed as a witness or juror, the Confidential Employees will be paid the difference between the fee received as such witness or juror and the per diem rate of salary. Such absences are not deductible from sick or personal leave. This leave shall apply to matters where the employee is a party to the litigation or in any action or claim against the District.
6. **EXTENSIONS** - Any extension of leave concerning personal illness or illness or death in the family will be determined by the board of education, in its discretion.
7. **CONFERENCES AND VISITATIONS** - The Confidential Employees is encouraged to attend conferences and visit other schools. Requests for such conference days should be made to the superintendent and must have his/her approval.
8. **UNPAID LEAVE** - A one-year leave of absence without pay may be granted by the board of education in its discretion.
9. **CHILDREARING LEAVE** - Unpaid childrearing leave shall be available upon the following terms:
 - (a) Written notice of a request for childrearing leave is to be delivered to the superintendent as soon as possible.
 - (b) Such request shall include the estimated or intended date of commencement of such leave, and the intended date for return to work; generally, such return is to be at the beginning of a semester.
 - (c) Childrearing leaves must have the approval of the board of education upon recommendation of the superintendent.
 - (d) While on childrearing leave, the Confidential Employees shall be entitled to such benefits, if any, as district policy and/or law, requires.

Unpaid adoptive leave is available, upon the same terms, and as follows:

- (i) Written notice of a request for adoptive leave is to be delivered as soon as possible after the notification of adoption is made by the adoption agency.
- (ii) At such time, the Confidential Employees shall notify the superintendent of the date he/she wishes to commence and terminate such adoptive leave; generally, such return date is to be at the beginning of the semester.

ARTICLE VII SENIORITY

1. In the event of the abolishment of Civil Service competitive employees, the District will conform to Civil Service Law and Ontario County Civil Service Rules for reduction in force and recall of competitive employees.
2. For non-competitive and labor class Civil Service employees, the following factors may be considered by the District in determining which employee is to be excised in the event of a position abolishment: attendance, job performance, qualifications, needs of the district and seniority (length of time the employee has worked for the District in the title which is being abolished).
3. For non-competitive and labor class Civil Service employees who are excised, the District will have the right to determine which, if any, excised employees will be recalled, should a position become available.

Kevin Swartz
Superintendent
Naples Central School District

Date

Jacob Hall, President
Naples Central School District
Board of Education

Date

Approved by the Naples Board of Education at the meeting of February 16, 2022.

Technology Department

Discarded Equipment at Naples CSD (December 27, 2021- February 7, 2022)

Monitors

07-011	08-072	08-224	09-075
07-026	08-079	08-225	09-084
07-027	08-082	08-243	09-089
07-030	08-095	08-244	10-071
07-076	08-098	08-251	10-073
07-089	08-100	09-061	10-075
07-092	08-177	09-065	
07-233	08-182	09-068	
07-235	08-223	09-071	

PC's

15-011
14-132
14-136

Laptops

19-002
19-003

Printers

10-112