

**BOARD MEETING:** Regular Meeting  
**DATE:** Wednesday, May 17, 2022  
**TIME:** 6:00 p.m.  
**PLACE:** Naples High School Cafeteria

I. Meeting Called to Order

II. Roll Call

III. Adopt the Agenda of the Regular Meeting of May 17, 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 Response: 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

- Superintendent Update
- Administrative Update
- Student Representative Update
- Budget Update
- 2022-2023 District Priorities Presentation

IX. Minutes (Board Action)

- Regular Meeting of April 27, 2022

X. Business (Board Action)

- Transportation Contracts

XI. Personnel (Board Action)

- Retirement Resignation
  - Teacher Assistant
- Resignation
  - School Bus Driver
  - Building Maintenance Assistant
  - IT Support Technician II
- Appointment
  - 2022-2023 Summer Hours
  - 2022-2023 Summer Food Service Program Appointments
  - 2022-2023 Coaches

XII. Contractual Agreement (Board Action)  
Technology Coordinator

XIII. Consent Agenda Items (Board Action)  
• Volunteers

XIV. Adjournment (Board Action)

## Regular Meeting

May 17, 2022

Minutes of a Regular Meeting of the Board of Education of Naples Central School held on Wednesday, May 17, 2022 at \_\_\_\_\_ p.m. in the Naples High School Cafeteria.

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

Members Absent:

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

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

### **Motion:**

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

Resolved, that the Board of Education approves the agenda of the Regular Meeting of May 17, 2022 as presented.

**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>:**

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

- Regular Meeting of April 27, 2022

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

### **Motion:**

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

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

- Jessica Serrett is hereby approved to enter into a contract for the purpose of providing transportation for children of the Naples Central School District for the period of service to begin May 18, 2022 through June 30, 2022 at a rate of fifty-eight and one-half (\$0.585) cents per mile or the current IRS mileage reimbursement rate, total anticipated cost \$2,000.00

- Yates County DSS is hereby approved to enter into a contract for the purpose of providing transportation for children of the Naples Central School District for the period of service to begin May 18, 2022 through June 30, 2022 at a rate of fifty-eight and one-half (\$0.585) cents per mile or the current IRS mileage reimbursement rate, total anticipated cost \$870.00

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

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

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

- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the retirement resignation of Laurie Wight, Teacher Assistant, with Regret, effective June 30, 2022.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the verbal resignation of Damian Card, School Bus Driver, with regret, effective May 14, 2022.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the resignation of Michael Dawson, Maintenance Mechanic Assistant, with regret, effective May 15, 2022.
- Resolved, that upon the recommendation of the Superintendent, the Naples Central School District Board of Education approves the resignation of Benjamin Pursell, IT Support Technician II, contingent upon his appointment as Technology Coordinator, effective July 1, 2022.
- 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 Summer Food Service Program appointments, effective from July 3, 2022 through August 12, 2022, salary as per negotiated agreement:
  - Lyndsey Bjork: Hours as needed
  - Christine Wheaton: Hours as needed
  - Roberta Stevens: Summer Food Service Program Substitute
- Resolved, that the Board of Education approves the following Coaches for the 2022-2023 School Year, salary as per negotiated agreement:

**Fall**

Boys Varsity Soccer: Ryan Betrus

Boys JV Soccer: Jonathan Betrus

Girls Varsity Soccer: Frank Gleichauf

Girls Modified A Soccer: Robert Birdsall

Varsity Cross Country: Heather Reigelsperger

Modified Cross Country: Tyler Vest

Varsity Golf: Adam Robison

**Winter**

Varsity Boys Basketball: Thomas Manella

JV Boys Basketball: Brian Battle

Modified Boys Basketball: Jon Betrus

Modified A Girls Basketball: Adam Robison

Varsity Swimming- Alinda Gangi

Modified Swimming- Courtney Gursslin

Varsity Alpine Skiing-Robert Birdsall

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

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

**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 Terms and Conditions of Employment between Benjamin Pursell and the Naples Central School District for the position of Technology Coordinator, effective July 1, 2022.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Abstain:**

**Motion:**

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

**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 hereby approves the following Volunteer:

<u>Name</u>	<u>Position</u>	<u>Address</u>
Melissa Duerr	Marching Band	275 Prattsburgh Road, Naples, NY 14512
Patty Barnes	Chaperone	7321 Clement Road, Naples, NY 14512
Tracie Lead	Chaperone	29 Sunnyside Estates, Middlesex, NY 14507
Rose Clark	Chaperone	7046 West Gulick Road, Naples, NY 14512
Havilah McWilliams	Chaperone	6144 Italy Valley Road, Naples, NY 14512

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

**Motion:**

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

There being no further business, the Regular Meeting of May 17, 2022 is hereby adjourned at

\_\_\_\_\_.

**Voting Yes:**

**Motion Carried**

**Voting No:**

**Motion Denied**

## **District Priorities 22-23 Draft**

### **Priority Area #1: Foundational Academic Skills**

Maximize the impact of our initial instruction across UPK-12 through a steadfast focus on factors that have the greatest impact on student learning. Identify ways to further align instruction across all tiers.

Goals:

- Creating clarity and alignment within and across contents.
- Continue to build upon a collaborative team culture.
- Sharing practices that lead to increased levels of student engagement and relevance of learning.
- Aligning interventions to previous teaching and consistent sources of data that connect vertically as well as horizontally.

### **Priority #2: Foundational Social Emotional Skills & Supports**

Provide all NCS students with the individualized support they require to develop the skills and confidence necessary to engage productively in school settings.

Goals:

- Increase layers of social/emotional support for NCS students and families.
- Ensure that all NCS students are connected to a trusted adult who advocates for their goals and needs.
- Identify strategic ways to ensure implementation of SEL standards across curriculums.

### **Priority #3: Opportunities for All NCS Students**

Reduce the negative educational effects of concentrated poverty by identifying areas of disproportionality and increasing equity and access for impacted students.

- Explore systemic causes impacting discrepant levels of student engagement in academic and co-curricular opportunities.
- Identify and remove barriers related to equitable engagement among students.

### **Priority #4: Physical Learning Environment**

Create and maintain safe and appropriate learning, arts, and athletic spaces that meet student needs and reflect a commitment to long-term planning and improvement.

- Continue district planning work through the design phase of the 2023 capital project.
- Continue conversations that may drive future capital projects, identifying priority areas and options for improvement.
- Continue to be forward thinking with regard to technology infrastructure to support safety and learning.

## **District Priorities 22-23 Draft**

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- Continue to be forward thinking with regard to technology infrastructure to support safety and learning.

431201  
(SED CODE)

The State Education Department  
Transportation Unit, Room 1075 EBA  
Albany, New York 12234

Form TC  
C \_\_\_\_\_  
Contract Number  
(SED will fill in)

### TRANSPORTATION CONTRACT

(Do not use for Addendums or Extensions - See Note on Reverse)

CHAD HUNT		Tele: 518-374-7902
Contact Person		Email: CHUNT@NAPLES.CS.D
NAPLES CSD		
School District/BOCES		
136 N. MAIN ST.		
Street or P.O. Box		
NAPLES	NY	14512
City	State	Zip Code

#### Check if applicable:

- ☐ Special Education Pupils - Transportation required as a related service.  
☒ Contract will begin part way through the school year and cost \$20,000 or less.  
☐ One-month emergency contract- 31 Calendar Days.  
☐ Contract for bus maintenance only.  
Specifications include:  
☐ District will supply contractor with fuel.  
☐ Provision for attendants, escorts or monitors.  
☐ Clause for increasing or decreasing service.

This AGREEMENT made this 17<sup>th</sup> day of MAY 2022 by and between

NAPLES CSD

(Name of School District or BOCES)

, County of ONTARIO, N.Y.

party of the first part and JESSICA SERRETT, party of the second part.  
(Contractor)

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

MAY 18 2022 and to end JUNE 30 2022  
Month Day Year Month Day Year

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ \_\_\_\_\_ or \$ .585 if on a per-bus, per-diem, per-mile or  
(If lump sum contract) (Unit Cost)

other unit cost basis for providing such transportation on a suitable conveyance.

Total Anticipated Annual Cost \$ 2,000.00

If awarded through a request for proposals, date of request of such proposals \_\_\_\_\_ (see note on reverse)

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

\_\_\_\_\_  
(Signature of Trustee or President of Board of Education)

\_\_\_\_\_  
(Party of the First Part)

\_\_\_\_\_  
(Post Office Address)

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Party of the Second Part)

\_\_\_\_\_  
(Post Office Address)

**COMPLIANCE CERTIFICATION.** I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: 5/17/2022 Filed by: Gm  
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

**SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.**

08/18

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second party will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening\_\_\_\_\_

Complete **BID TABULATION** below:

1. _____ (Name)	_____ (Amount of Bid)	3. _____ (Name)	_____ (Amount of Bid)
2. _____ (Name)	_____ (Amount of Bid)	4. _____ (Name)	_____ (Amount of Bid)

Was contract awarded to the lowest responsible bidder? ☐ Yes ☐ No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If bid specifications were used, kindly forward a copy.

**MULTI-YEAR CONTRACT:** A separate line item shall be included in the Annual Budget and Budget Brochures. Also, a footnote to that line item shall indicate for example: " \_\_\_\_\_ year (first, second, etc.) of a \_\_\_\_\_ - year (two, three, etc.) contract, the total cost of which is \$ \_\_\_\_\_ " (total cost of multi-year contract).

**REQUEST FOR PROPOSALS:** If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

**EXTENSIONS AND ADDENDUMS:** An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.



**The State Education Department - Pupil Transportation Services**

Education Bldg. Annex, Room 1075

Albany, New York 12234

Telephone: (518) 474-6541 Email: transportation@nysed.gov

District NAPLES CSD SED Code 431201

Please ensure that the following items have been completed, checked, or marked N/A, and then, please mail (CERTIFIED) the original contracts along with all necessary documents. ANY QUESTIONS, PLEASE CONTACT HEATHER ZOGAS/ SHARON OSTERHOUT. THANK YOU.

<input checked="" type="checkbox"/>	SED Code completed (first six digits of BEDS code.)
<input checked="" type="checkbox"/>	Complete information in Contact Box (note, contact will be the district seeking transportation).
<input checked="" type="checkbox"/>	Date of contract Agreement (found near top of contract) is the date the BOE met and agreed to the contract. Must be <u>on or before</u> the first day of service.
<input type="checkbox"/>	Service dates are for September through June only (school year, unless for maintenance.)
<input type="checkbox"/>	If Multi-Year (2-5 year) Contract, include copy of budget brochure proving voter approval. Also submit total anticipated cost for each year of contract on separate sheet.
<input checked="" type="checkbox"/>	Total annual sum or unit cost completed.
<input type="checkbox"/>	Complete the Total Anticipated Annual Cost.
<input type="checkbox"/>	A copy of the Advertisement, Affidavit of advertisement & Bid Specifications included. (Where the total anticipated annual cost of all new contracts in a fiscal year exceeds \$20,000, every contract must be bid.)- Only one copy per bid opening, not per contract. Thank you.
<input type="checkbox"/>	Advertisement for bids was published before the regulatory deadline of June 1 (non-disabled pupils) or July 1 (disabled pupils). If not, please explain in writing why the deadline was not met (N/A for emergency remainder contracts.)
<input type="checkbox"/>	Date of Approval by Superintendent must be <u>on or after</u> the date of Agreement and <u>prior to</u> filing with SED.
<input type="checkbox"/>	Complete the tabulation of bids (on back of form TC.)
<input type="checkbox"/>	Altered dates and/ dollar amounts must be initialed by both the Trustee/President of the Board and the Contractor.
<input type="checkbox"/>	Original signature of President of Board.
<input type="checkbox"/>	Original signature of Contractor.
<input type="checkbox"/>	Original signature and approval date of Superintendent. Contracts must be approved by the Superintendent of Schools and filed <u>within 120 days of the first day of service</u> . Otherwise, a deduction will be taken for each school day that a contract is late.
<input type="checkbox"/>	Other:

Checked by: \_\_\_\_\_

Date: \_\_\_\_\_

The State Education Department  
Pupil Transportation  
EBA, Room 1075 Albany, New York 12234  
Email: transportation@nysed.gov Telephone: (518) 474-6541

## CONTRACT LIST

District NAPLES CSO SED Code 431201 Contract Year 2022

Please review contract(s) prior to submission and list the required information below. Then mail (CERTIFIED) the original contracts and/or extensions along with this cover sheet and any other necessary documents or information. Thank you.

CONTRACT BID DATE	CONTRACT #	CONTRACTOR	DESCRIPTION	ESTIMATED COST
N/A		JESSICA SEBLET	FOSTER MOM BANGING STUDENT IN AM	\$ 2,000.00
CONTRACT BID DATE	CONTRACT #	CONTRACTOR	DESCRIPTION	ESTIMATED COST
CONTRACT BID DATE	CONTRACT #	CONTRACTOR	DESCRIPTION	ESTIMATED COST
CONTRACT BID DATE	CONTRACT #	CONTRACTOR	DESCRIPTION	ESTIMATED COST

Notes:

Total number of contracts submitted with certified mailing: 1



2916 Johnson Rd, Geneva, NY to 136 N Main St, Naples, NY

Drive 32.3 miles, 40 min

2916 Johnson Rd  
Geneva, NY 14456

- ↑ 1. Head south on Johnson Rd toward Co Rd 4  
1 min (0.8 mi)
- ↘ 2. Turn right onto Co Rd 4  
1 min (0.9 mi)
- ↙ 3. Turn left onto Sutton Rd  
2 min (1.7 mi)
- ↘ 4. Turn right onto US-20 W  
4 min (3.7 mi)
- ↙ 5. Turn left onto Old Mill Rd  
4 min (3.5 mi)

Follow NY-245 S to Academy St in Naples

- ↘ 6. Turn right onto NY-245 S  
27 min (21.7 mi)  
1.2 mi
- ↘ 7. Turn right onto Gorham Rd/Main St  
236 ft
- ↑ 8. Continue onto NY-245 S  
6.0 mi
- ↘ 9. Turn right onto NY-245 S/Gilbert St  
 Continue to follow NY-245 S  
13.8 mi

↩ 10. Turn left onto N Main St

Continue on Academy St to your destination

↪ 11. Turn right onto Academy St

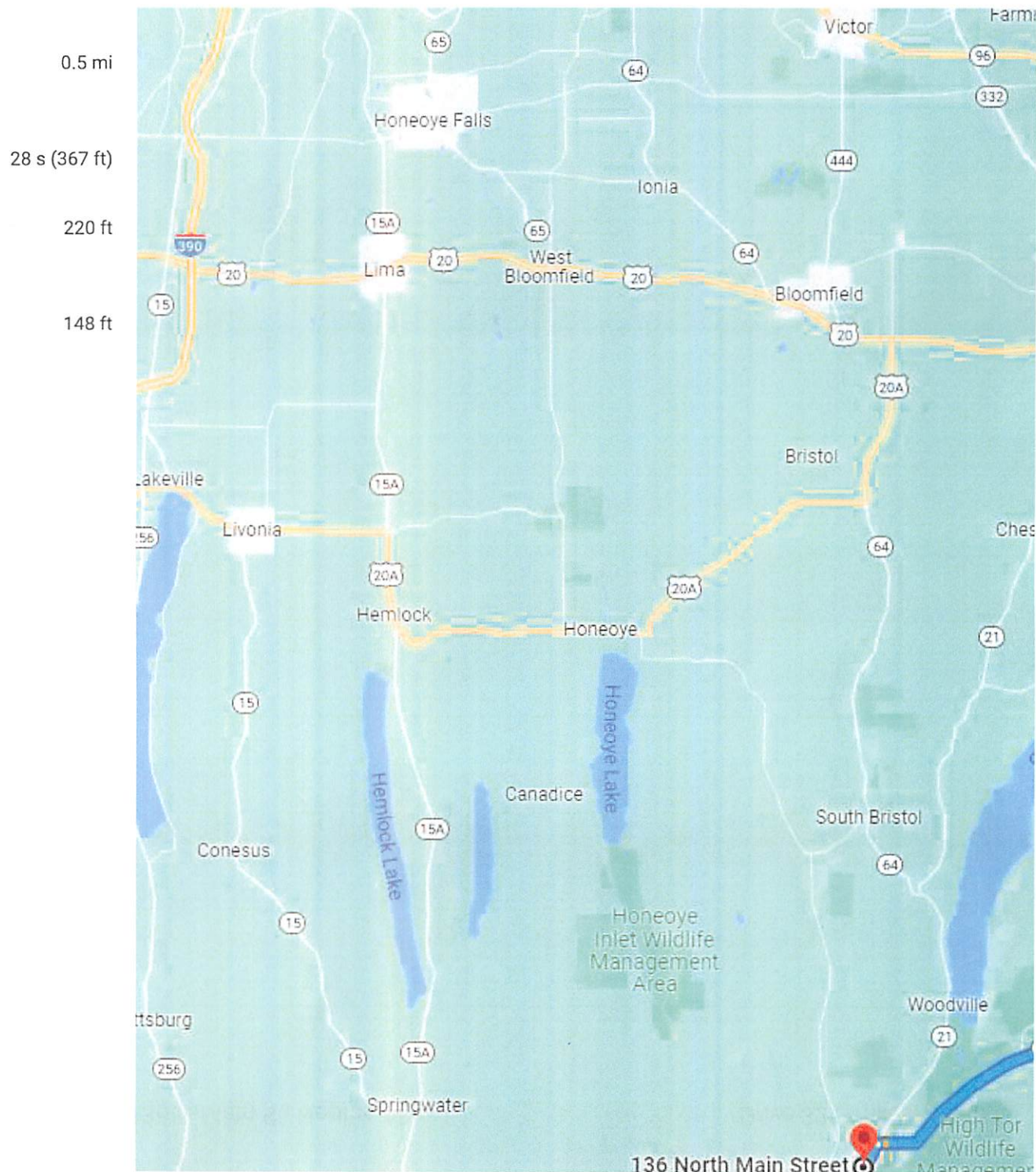
↩ 12. Turn left

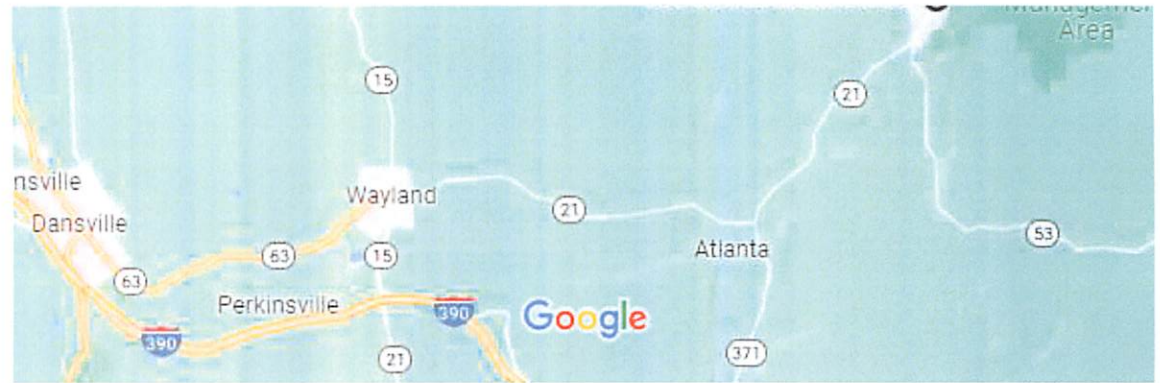
**i** Destination will be on the left

136 N Main St

Naples, NY 14512

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.





Map data ©2022 Google 2 mi



431201  
(SED CODE)

The State Education Department  
Transportation Unit, Room 1075 EBA  
Albany, New York 12234

Form TC  
C \_\_\_\_\_  
Contract Number  
(SED will fill in)

### TRANSPORTATION CONTRACT

(Do not use for Addendums or Extensions - See Note on Reverse)

Contact Person		
CHAD HUNT		
Tele: 585-374-7902		
Email: CHUNT@NAPLES.CSO.ORG		
School District/BOCES		
NAPLES CSO		
136 N. MAIN ST.		
Street or P.O. Box		
City	State	Zip Code
NAPLES	NY	14544

#### Check if applicable:

- ☐ Special Education Pupils - Transportation required as a related service.
- ☒ Contract will begin part way through the school year and cost \$20,000 or less.
- ☐ One-month emergency contract- 31 Calendar Days.
- ☐ Contract for bus maintenance only.

#### Specifications include:

- ☐ District will supply contractor with fuel.
- ☐ Provision for attendants, escorts or monitors.
- ☐ Clause for increasing or decreasing service.

This AGREEMENT made this 17<sup>TH</sup> day of MAY 20 22 by and between

NAPLES CSO

(Name of School District or BOCES)

, County of ONTARIO, N.Y.

party of the first part and VATES DSS, party of the second part.  
(Contractor)

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

MAY 18 2022 and to end JUNE 30 2022  
Month Day Year Month Day Year

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ \_\_\_\_\_ or \$ .585 if on a per-bus, per-diem, per-mile or  
(If lump sum contract) (Unit Cost)

other unit cost basis for providing such transportation on a suitable conveyance.

Total Anticipated Annual Cost \$ 970.

If awarded through a request for proposals, date of request of such proposals \_\_\_\_\_ (see note on reverse)

IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

(Signature of Trustee or President of Board of Education)

(Party of the First Part)

(Post Office Address)

(Signature of Contractor)

(Party of the Second Part)

(Post Office Address)

**COMPLIANCE CERTIFICATION.** I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: 5/17/22 Filed by: Gm  
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

SUBMIT **ORIGINAL** TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.

08/18

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second party will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening\_\_\_\_\_ Complete **BID TABULATION** below:

1. _____ (Name)	_____ (Amount of Bid)	3. _____ (Name)	_____ (Amount of Bid)
2. _____ (Name)	_____ (Amount of Bid)	4. _____ (Name)	_____ (Amount of Bid)

Was contract awarded to the lowest responsible bidder? ☐ Yes ☐ No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If bid specifications were used, kindly forward a copy.

**MULTI-YEAR CONTRACT:** A separate line item shall be included in the Annual Budget and Budget Brochures. Also, a footnote to that line item shall indicate for example: " \_\_\_\_\_ year (first, second, etc.) of a \_\_\_\_\_ - year (two, three, etc.) contract, the total cost of which is \$ \_\_\_\_\_ " (total cost of multi-year contract).

**REQUEST FOR PROPOSALS:** If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

**EXTENSIONS AND ADDENDUMS:** An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.

# TERMS AND CONDITIONS OF EMPLOYMENT

This document shall set forth the terms and conditions of employment for Ben Pursell (“Employee”), as provided by the Board of Education of the Naples Central School District (the “Board”).

Nothing contained herein shall be construed as a contract of employment. It lists the Employee’s salary and supplemental benefits. The terms and conditions contained herein may be changed by the Board of Education at the Board’s discretion.

Effective July 1, 2022, the Board will employ the Employee and the Employee accepts the employment as Technology Coordinator under the following terms and conditions:

1. Employee shall be employed as the Technology Coordinator and perform all administrative, managerial, and procedural duties connected therewith along with such other and further duties as may be assigned by the Superintendent.
2. The annual salary for the position of Technology Coordinator commencing July 1, 2022, through June 30, 2023, shall be \$77,500. Commencing July 1, 2023, through June 30, 2024, shall be \$80,019. Commencing July 1, 2024, through June 30, 2025, shall be \$82,620. Such compensation shall be paid to the Technology Coordinator on days established by the Board of Education for the payment of employee salaries. The salary for succeeding years of the Agreement will be set by the Board of Education. Any increase in salary for future years will be determined solely by the Board of Education.
3. The Employee has no grievance rights and any discipline will be governed by the laws of New York State. No additional discipline rights are conferred by this document. Furthermore, this Agreement and the employment of the Technology Coordinator may be terminated in accordance with the provisions of NYS Law, if applicable.
4. The Employee shall be entitled to the fringe benefits listed below:

<b><u>Benefit</u></b>	<b><u>Managerial</u></b>
VACATION	<ul style="list-style-type: none"><li>- 25 days granted on July 1 of each school year granted at the discretion of the Superintendent.</li><li>- 5 unused days may be carried each year for a maximum of 30 days in one year.</li><li>- Any remaining unused days will be converted to sick days at the end of each school year.</li></ul>



VACATION CASH IN	May cash in a maximum of (5) unused vacation days at his/her per diem rate and must be requested in writing to the School Business Administrator no later than June 15.
SICK LEAVE	Fifteen (15) days are granted on July 1 of each school year. Unused sick leave days at the end of each year will be added to the accumulated sick leave total for the following year for a maximum of 220 days. Any accumulated sick time beyond 220 will be reimbursed at \$40 per day at the end of the year. Sick days are credited at the beginning of each fiscal year.
DEATH IN FAMILY	Up to three (3) days are available per year for bereavement. If additional days are needed, they will be deducted from sick leave at the discretion of the Superintendent. Family shall be defined as child, step-child, spouse, parent, sibling, grandparent, mother in law or father in law.
HEALTH INSURANCE	<p>Healthy Blue \$25 OCP, \$5/\$25/\$50 PCP</p> <ul style="list-style-type: none"> <li>- District contributes 87.5% of Premium, family, single or 2-person; Employee contributes 12.5%, family, single or 2-person: (percentage and/or plan may change annually at the discretion of the Board of Education)</li> </ul> <p>Healthy Blue \$1,500/\$3,000 HDHP District would seed 100% of the Deductible and Premium. \$5/\$35/\$70 Rx also available and would follow NASA contract</p>
HEALTH INSURANCE UPON RETIREMENT	<p>Retirees will have the same health insurance benefit plan upon retirement or a similar plan as current employees of the district in similar positions, as health insurance plans may change from time to time at the District's discretion.</p> <p>District contribution towards health insurance for single coverage upon retirement will be as follows:</p> <ul style="list-style-type: none"> <li>• 10-15 years - 50%</li> <li>• 15-20 years – 65%</li> <li>• Over 20 years – 80%</li> </ul> <p>When retired employees reach eligibility for Medicare coverage, those retirees shall be covered by the Medicare complimentary plan offered by the carrier that is applicable to the insurance plan under which they retired, or</p>

	its equivalent. A complimentary plan is a Medicare-eligible product that works in conjunction with Medicare. Any premium differences based upon the plan the retiree is under that exceeds the plan or its equivalent will be the employee's responsibility to pay.
HEALTH INSURANCE BUY-OUT	\$1,500 Single, \$3,000 Family. Proof of alternative coverage must be provided to the District on a yearly basis to qualify.
MEDICAL REIMBURSEMENT	The District will contribute \$700 per plan year to the Medical Reimbursement Account ("MRA"), only if the employee is enrolled in a District provided health insurance plan
FLEX PLAN	The District will permit the Employee to participate in the Flexible Spending Plan, fully funded by the Employee.
WORK YEAR	July 1 <sup>st</sup> – June 30 <sup>th</sup>
SABBATICAL LEAVE	N/A
TAX-SHELTERED ANNUITY	The District will offer a Tax-Sheltered Annuity to the Employee that will be fully funded by the Employee.
MILEAGE REIMBURSEMENT	Current IRS Rate
PERSONAL, ADOPTION, PREGNANCY, AND CHILD-REARING LEAVE	<p>Personal: 4 non-cumulative days per year. Whenever possible, the Employee shall notify the Superintendent at least forty-eight (48) hours prior to the dates of her request for use of personal leave.</p> <p>Adoption: Consistent with the Family and Medical Leave Act "FMLA") or unpaid upon approval of the Superintendent</p> <p>Pregnancy: Consistent with FMLA or unpaid upon approval of Superintendent</p> <p>Child Rearing: Consistent with FMLA or unpaid upon approval of Superintendent</p>
JURY DUTY	If elected to serve jury duty, the employee shall be paid the difference between any jury duty payment and their regular daily rate for time served.
TUITION REIMBURSEMENT	N/A
TECHNOLOGY REIMBURSEMENT	N/A
LIFE INSURANCE	N/A
HOLIDAYS	The Employee will be granted 14 paid Holidays including New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, July 4 <sup>th</sup> , Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, and two days at Christmas (one of which will be Christmas Day), Juneteenth

VOLUNTARY RESIGNATION	In the event that the employee wishes to terminate this contract with the Naples Central School District, notification will be made to the Board of Education at least thirty (30) days prior to the anticipated resignation date unless waived by the Superintendent and the Board of Education
PROFESSIONAL MEETINGS	The District agrees to pay all reasonable expenses to appropriate professional meetings and conferences as approved by the Superintendent of Schools.
EVALUATION	It is agreed that the Technology Coordinator and the Superintendent shall develop goals and specific objectives for the position of Technology Coordinator for review on or before August 5 each year and a performance evaluation shall be completed each year.

**Signed:**

\_\_\_\_\_  
Jacob Hall, Board of Education President

\_\_\_\_\_  
Kevin Swartz, Superintendent of Schools

\_\_\_\_\_  
Ben Pursell, Technology Coordinator

Approved by the Naples Board of Education on May 17, 2022